

# **REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION**

Proposal to / Propositions aux: Tanya.lavergne@canada.ca

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefore.

Nous offrons par la présente de vendre à sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Solicitation No – Nº de l'invitation : J003925	Instructions: Les taxes municipales ne s'applique Sauf indication contraire, énoncée p	par la Couronne, dans les	
Solicitation closes – L'invitation prend fin At – à : 14 :00 EST On – le : April 4, 2017	présentes, tous les prix indiqués sont des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être F.A.B., y compris tous frais de livraison à l (aux) destination(s) indiquée(s). La somme de la taxe sur les produits et services devra être un article particulier.		
Update – Mise à jour :	Delivery required – Livraison exigée	Delivery offered – Livraison proposée	
Name and title of person authorized to sign on behalf of vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression).	Vendor Name and Address – Raison sociale et adresse du fournisseur Facsimile No – N° de télécopieur : Telephone No – N° de téléphone :		
Name – Nom :			
Title – Titre :	Signature	Date	

Date of Solicitation – Date de l'invitation: February 22, 2017

# Address inquiries to – Adresser toute demande de renseignements à:

tanya.lavergne@canada.ca

# Area code and Telephone No. Code régional et N° de téléphone (613) 882-2572

# Destination

Tanya.lavergne@canada.ca

## Instructions :

Municipal taxes are not applicable.

Unless otherwise specified herein by the Crown, all prices quotes are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B., including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax is to be shown as a separate item.



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#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Task Authorization Form and any other annexes.

### 1.2 Summary

- 1.2.1 Statistics Canada has a requirement for instructor based Microsoft desktop, Visio and Outlook training. The period of the contract id to be from date of contract award to March 31, 2018, with the possibility of two (2) additional one (1) year, optional contract periods. The training is to take place on site at Statistics Canada, located at 150 Tunney's Pasture Driveway, Ottawa, Ontario K1A 0T6.
- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



### PART 2 - BIDDER 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of Standard Instructions (2003) incorporated by reference above is deleted in its entirety and replaced with the following:

 at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the <u>Ineligibility</u> <u>and Suspension Policy</u>. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names ".

#### 2.2 Submission of Bids

Bids must be submitted only to Statistics Canada (STATCAN) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

#### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

For the purposes of this clause,"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.



"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u> <u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

### 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) business days before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

### 2.6 Office of the Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 soft copy by email)

Section II: Financial Bid (1 soft copy by email)

Section III: Certifications (1 soft copy by email)

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

#### Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

#### Section II: Financial Bid

**3.1.1** Bidders must submit their financial bid in accordance with the Annex B Basis of Payment. The total amount of Applicable Taxes must be shown separately.

### 3.1.2 Electronic Payment of Invoices – Bid

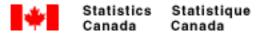
If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex C Electronic Payment Instruments, to identify which ones are accepted.

If Annex C Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.



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

#### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

### 4.1.1 Technical Evaluation

### 4.1.1.1. Mandatory Technical Criteria

Ref. No.	Mandatory Criteria	Bid Page Number	Met	Not Met
M1	The Bidder must clearly demonstrate that it has delivered a minimum of thirty (30) offerings specified in section 3.2 of the Statement of Work to an external client* since January 1 <sup>st</sup> , 2012. * external client: defined as not part of the Bidders legal identity or corporation The experience <b>must</b> be demonstrated by completing <b>Annex</b> <b>E</b> . Statistics Canada reserves the right to verify the information provided in Annex E.			

### 4.1.2 Financial Evaluation

### 4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price - Bid

### 4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

### 4.2.1 Mandatory Technical Criteria

SACC Manual Clause A0031T (2010-08-16), Basis of selection – Mandatory Technical Criteria

# PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politiquepolicy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politiquepolicy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.



# PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

### 6.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry by sending a written notice to the Contractor.

### 6.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract 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 Contract.

### 6.1.2.1 Task Authorization Process

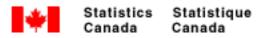
The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

- 1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization Form specified in Annex D.
- The Task Authorization (TA) will contain the details of the activities to be performed, a description
  of the deliverables, and a schedule indicating completion dates for the major activities or
  submission dates for the deliverables. The TA will also include the applicable basis (bases) and
  methods of payment as specified in the Contract.
- 3. The Contractor must provide the Project, within two (2) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### 6.1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$\_\_\_\_\_ (insert amount), Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.



### 6.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 5%.

- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### 6.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard</u> <u>Acquisition Clauses and Conditions Manual</u>(https://buyandsell.gc.ca/policy-and-guidelines/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

### 6.2.1 General Conditions

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

### 6.3 Security Requirements

**6.3.1** There is no security requirement applicable to the Contract.

### 6.4 Term of Contract

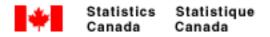
### 6.4.1 Period of the Contract

The Work is to be performed starting at date of contract award to March 31, 2018.

### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



#### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Tanya Lavergne Title: Contracting Advisor Statistics Canada Address: 150 Tunney's Pasture Driveway, Ottawa, Ontario K1A 0T6 Telephone: 613-882-2572 E-mail address: tanya.lavergne@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 6.5.2 Project Authority (TBD at contract award)

The Project Authority for the Contract is:

Name:			
Title:	_		
Organization:			
Address:			
Telephone:			_
Facsimile:			_
E-mail address:			

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project 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 contract amendment issued by the Contracting Authority.

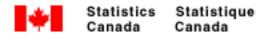
#### 6.5.3 Contractor's Representative (To be completed by bidder)

Name:				
Title:				
Organization	:			
Address:			_	
Telephone:		·		_
Facsimile:		. <u> </u>		_

E-mail address:

### 6.6 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 <u>Public</u> <u>Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.



### 6.7 Payment

### 6.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are excluded and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- 1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_\_. Customs duties are excluded and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- 4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

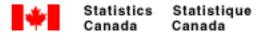
### 6.7.3 Monthly Payment

SACC Manual Clause H1008C (2008-05-12) Monthly Payment

#### 6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International);
- c. Electronic Data Interchange (EDI);



#### 6.8 Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
  - a. One (1) copy (paper or electronic) must be forwarded to the following address for certification and payment.

Financial & Administrative Services Division Statistics Canada RH Coats Building, (RHC7A) 100 Tunney's Pasture Driveway Ottawa, Ontario K1A 0T6 Canada Email: statcan.financecounter-comptoirfinance.statcan@canada.ca

b. One (1) copy (paper or electronic) must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### 6.9 Certifications and Additional Information

#### 6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

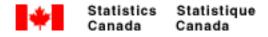
#### 6.11 **Priority of Documents**

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

- (a) The Articles of Agreement;
- (b) The general conditions 2035 (2016-04-04), Higher Complexity Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Payment instructions
- (e) The signed Task Authorizations (including all of its annexes, if any);
- (f) The Contractor's bid dated \_\_\_\_\_, (*insert date of bid*).

#### 6.12 Insurance

SACC Manual clause G1005 (2016-01-28) Insurance



#### 6.13 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

### 6.14 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by *[the supplier <u>or</u> the contractor or the name of the entity awarded this contract]* respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

# ANNEX A

### STATEMENT OF WORK

## 1.0 TITLE

Instructor-Based Microsoft Desktop Applications Training Services

### 2.0 SCOPE

### 2.1 Objective

Statistics Canada (STATCAN) requires commercial off-the-shelf (COTS) instructor-based training for Microsoft Desktop Suite, Microsoft Visio and Microsoft Outlook applications.

### 2.2 Background

By the end of January 2016, Microsoft Office 2013—Access, Excel, Outlook, PowerPoint and Word—will replace Office 2007 on all workstations at Statistics Canada. This migration to Office 2013 is part of the Desktop Standardization sub-project of Statistics Canada's Network Transformation Initiative. It will bring Statistics Canada closer to meeting mandatory Treasury Board requirements for readiness to connect to the Government of Canada-wide network, GCNet.

There is an on-going need to provide Government of Canada employees working at Statistics Canada with Microsoft Office training in both official languages for any version of this software deployed on employees' workstations throughout the duration of the training contract lifetime. The participants are Government of Canada personnel.

### 2.3 Definitions

ITC - Informatics Training Centre
 NCR - National Capital Region
 STATCAN - Statistics Canada
 PRM - Progress Review Meetings

### 3.0 **REQUIREMENTS**

### 3.1 General

Employee Development and Wellness Division (EDWD) of STATCAN has a requirement for the provision of IT courses listed in section 3.2, **on an as and when requested basis**, in both official languages.

### 3.2 Course List and Estimated Volume

The annual estimated number of courses does not constitute a Contract Guarantee. STATCAN estimate

one hundred twenty-three (123) days of training per year



Course Titles	Estimated Duration of Course in days	Annual Estimated Number of Offerings
Microsoft Desktop Applications		
Access – Level 1	2	6
Access – Level 2	1	4
Access – Level 3	1	2
Excel – Level 1	1	12
Excel – Level 2	1	8
Excel – Level 3	1	6
MS Project – Level 1	2	6
MS Project – Level 2	1	4
Outlook – Level 1	1	10
Outlook – Level 2	1	6
PowerPoint – Level 1	1	4
PowerPoint – Level 2	1	2
Visio 2003 – Level 1	1	4
Visio 2003 – Level 2	1	2
Word – Level 1	1	6
Word – Level 2	1	4
Word – Level 3	1	2
Microsoft Office 2013 - New Features	1	13
Microsoft OneNote	1	10

#### 3.3 Course Scheduling

- 3.3.1 ITC and the Contractor will meet at least twice a year to establish proposed training schedules. The schedules will need to cover training for periods of at least 6 months at a time.
- 3.3.2 Schedules will include an equal number of English and French offerings. Furthermore, the English and French offerings will not be more than 1 month apart from each other. The French offerings will be scheduled before the English offerings.
- 3.3.3 Once a training schedule has been approved by both ITC and the Contractor, a copy will be sent to the Contractor by e-mail or fax and the Contractor must return the approved schedule by e-mail or fax within five (5) business days.
- 3.3.4 ITC reserves the right to add offerings to the ITC training schedules at any point in time if needed. ITC will be able to cancel or reschedule these courses as specified in Section 3.10.
- 3.3.5 ITC will claim compensation of equivalent value of a course, at no charge, if the supplier cancels a course without sending a written notification (fax or e-mail) to the ITC at least ten (10) business days prior to the first day of class.



#### 3.4 Course Delivery

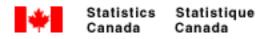
- 3.4.1 For each course, the Contractor will provide course delivery, "as and when" requested and in accordance with the schedule with STATCAN, on the software version specified by the Project Authority and as outlined in Section 3.2.
- 3.4.2 The Contractor will provide an instructor to deliver each course in Section 3.2 as required by the Project Authority.
- 3.4.3 The Contractor will ensure that the instructor uses a lesson plan that covers the course's learning objectives and allocates time to each teaching point.
- 3.4.4 The instructor will prepare his/her workstation with any additional presentation materials and ensure optimal placement and readiness of teaching aids prior to commencement of the class.
- 3.4.5 The instructor will follow **Appendix I Instructor's Guidelines** when teaching at STATCAN.
- 3.4.6 The instructor will provide the participants with a one (1) hour lunch break and two (2) fifteen (15) minute breaks each day.
- 3.4.7 The Contractor will ensure to have a minimum of two (2) instructors available for the period of the contract.

### 3.5 Course materials

- 3.5.1 The course materials for all courses, including course manuals, must be available in English and in French as required by the Project Authority and must be printed double sided, bound and of consistent quality (including proper syntax and grammar). Screenshots and graphics must be clear and readable. Course manuals must include a table of content and page numbers for references. Upon request from the Project Authority, all course materials must also be available in a soft copy electronic format.
- 3.5.2 The Contractor will provide a manual(s) to each participant. The manual will be the property of the participants at the end of the course. During the course, the instructor will follow the same manual as the one provided to the participants.
- 3.5.3 The Contractor will deliver the course materials to ITC at the address listed in Section 5.2, five (5) business days prior to the first day of class and make arrangements for returning the extra course materials if required.

### 3.6 Detailed Description of Courses

- 3.6.1 Within thirty (30) business days of contract award, for all the courses listed in Section 3.2, the Contractor must provide the following, in both official languages, English and French:
  - A. Completed Appendix II Detailed Description of Courses with less than eight hundred fifty (850) characters including spaces for each Description and Course Information.
  - B. Completed Appendix III Course Outline
- 3.6.2 The course outlines provided by the Contractor will be added to the STATCAN Learning Management System.



### 3.7 Course Hours

Courses will be delivered between 8:30 a.m. - 4:00 p.m. Instructors must arrive at the ITC, listed in Section 5.2, no later than 8:00 a.m.

### 3.8 Course Days

Courses will be delivered Monday to Friday. No courses will be delivered on federal statutory holidays.

### 3.9 Number of Participants

Training is for a group of up to twelve (12) participants.

### 3.10 Course Cancellation

- 3.10.1 The delivery of any course may be cancelled in whole or in part. To cancel in whole, the Project Authority will give a written notice to the Contractor at least ten (10) business days prior to the course delivery commencement date. There will be no charges to Statistics Canada for such a cancellation
- 3.10.2 If the ITC is forced to modify the original schedule due to an unforeseeable or uncontrollable event (such as a strike, virus attack, pandemic, weather, power or technical failure, etc.) no charge will be applied even if the notice is sent less than ten (10) business days prior to the first day of class.
- 3.10.3 For cancellations of courses, the Contractor must provide written acknowledgement of the confirmation (Fax or e-mail) of cancellations of scheduled courses.

## 4.0 LANGUAGE

The Contractor will deliver the courses listed in Section 3.2 in both official languages (English and French). The instructors must have a thorough command of the language in which a course is taught.

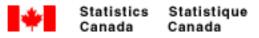
## 5.0 WORK LOCATION

### 5.1 Location of Training

The training must be delivered at the STATCAN Informatics Training Centre (ITC) at the address listed in Section 5.2. However, the Project Authority may designate another location within the National Capital Region for any course by providing notice at least five (5) business days prior to course delivery.

5.2 The address of the ITC is:

Informatics Training Centre Employee Development and Wellness Division Room 3101, Main Building 150 Tunney's Pasture Driveway Ottawa ON K1A 0T6

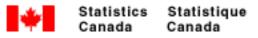


### 6.0 COURSE EVALUATION

- 6.1 All services rendered will be subjected to ongoing evaluation. STATCAN employees will be requested to complete a Participants Feedback Questionnaire attached as Appendix II, at the end of a delivered course. The Participants Feedback Questionnaire used at STATCAN has a rating scale from one (1) to five (5) where one (1) is poor and five (5) is excellent. The instructor must inform the participants that they will receive an email with a link to the Participants Feedback Questionnaire on the last day of the course, and that they will have 24 hours to fill it after the end of the course. The Project Authority will closely monitor the course evaluations completed by the participants.
- **6.2** The Contractor will be provided the evaluation results and must follow-up with the instructors, as required, as part of an ongoing quality assurance process. Instructors must maintain an average rating of at least four (4) on question nineteen (19) "Overall are you satisfied with this course?" of the Participants Feedback Questionnaire, when a minimum response level of 75% of Participants Feedback Questionnaire is received. The Contracting Authority will advise if any instructor receives an evaluation rating below the average rating of four (4). Upon request by the Contracting Authority, the Contractor must take proper action to remedy the problem when an instructor has received a rating below four (4).
- **6.3** In the event that the services provided by the Contractor have an average rating of one (1) or two (2) as specified in Section 6.2, the Contractor will be advised of the results and may be advised that no invoice is to be submitted.

### 7.0 OTHER REQUIREMENTS

- 7.1 The Contractor will use the facilities of ITC in Ottawa, listed in paragraph 5.2, and will provide everything required for the course, including classroom setup requirements and instructions, a qualified instructor for the duration of the course including course material for all participants. ITC is responsible to ensure the classroom is in a functioning state to teach each class, and that the appropriate software has been loaded on all classroom computers based on the classroom setup requirements and instructions provided.
- **7.2** The Contractor will communicate to the Project Authority specific course setup requirements and instructions including courses exercises and/or labs at least five (5) business days before the course delivery.
- **7.3** The Contractor will, at no extra cost, keep the course material current with the latest versions of the operating system and the latest versions of the Microsoft Desktop Applications products used by STATCAN.
- **7.4** For the duration of the contract, the Contractor may be asked to deliver customized Microsoft Desktop Applications courses. Contract rates established in the contract will apply to these courses. Some examples of customization are removal of topics from the content of a course, to emphasis a specific subject from the course outline.
- **7.5** If contacted by a STATCAN employee for training information for the courses listed in Section 3.2 (cost, availability), the Contractor must refer the employee back to the ITC unless otherwise instructed by the Project Authority.



### 8.0 PROGRESS REPORTING AND MEETING

- 8.1 At the end of a delivered course, the instructors must complete Appendix IV Instructor's Feedback. The Instructor's Feedback must detail any difficulties encountered during the course as well as any deficiencies of the classroom equipment and setup.
- **8.2** Progress Review Meetings (PRM) will be held at least twice a year at a date and time approved by the Project Authority. Additional PRMs may be held at the discretion of the Project Authority. The purpose of the meetings will be to review and discuss:
  - (a) Present and future course requirements
  - (b) The quality of the courses delivered
  - (c) Any other issues concerning the contract

### 9.0 TIMELINES / DELIVERY DATES

The Contractor must be able to deliver all courses listed in Section 3.2 in English and French within thirty (30) business days after Contract Award.

#### **10.0 INSTRUCTOR QUALIFICATIONS**

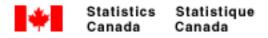
- **10.1** The Contractor must ensure that proposed instructors are proficient in the language of the course (English or French) being delivered and qualified for the course being delivered, as listed in Section 3.2.
- **10.2** The Contractor must ensure that the proposed instructors have, each, a minimum of thirty six (36) months of cumulative experience teaching and delivering Microsoft Desktop Applications training services since January 1, 2010.

### 11.0 CLIENT SUPPORT

### **Government Supplied Materiel and Government Furnished Equipment**

5 classrooms of the ITC training facilities are equipped with the following:

- Tables, chairs and workstations for a maximum of 12 students and 1 instructor
  - Minimum configuration for each workstation is:
    - o 22 inch LCD monitor
    - o Intel Core2Duo E7500
    - DDR2 800Mhz Dual Channel 4GB
    - LG GH22 DVD ROM
    - o 250 GB HD
    - Internal 32bit Q43/45 intel video chipset \*DVI\*
    - Standard Gigabit intel internal network adapter
    - TBITS/5 Keyboard
    - Optical Mouse
    - Windows XP or Vista
    - o Internet access
  - 1 Multimedia Projector
- 1 Flip Chart
- 1 Whiteboard



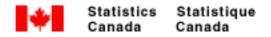
# Appendix I – Instructor's Guidelines



INSTRUCTOR'S GUIDELINES WHEN TEACHING AT STATCAN FACILITIES	LIGNES DIRECTRICES POUR LES INSTRUCTEURS QUI ENSEIGNENT DANS LES LOCAUX DE STATCAN
This document has been revised to clarify the guidelines that <u>must be followed by all</u> <u>instructors</u> when teaching at the StatCan Informatics Training (IT) facilities. The nature of these guidelines comes from comments received from course participants. We are also ensuring that StatCan policies are respected.	Ce document a été mis à jour afin de clarifier les procédures <u>gue les instructeurs doivent</u> <u>suivre</u> lorsqu'ils enseignent dans les locaux de la Formation en informatique (FI). L'essence de ces lignes directrices provient de commentaires reçus de la part de participants aux cours. De plus, nous nous assurons que les politiques de StatCan sont respectées.
1. The instructor must take attendance at the beginning of each day. The signed attendance sheet must be returned to the front desk by 8:45 in order for IT to follow up with participants that have not yet arrived.	1. L'instructeur doit prendre les présences au début de chaque journée. La feuille de présence signée doit être retournée à la réception au plus tard à 8 h 45 afin que la FI puisse effectuer un suivi auprès des participants qui ne sont pas encore arrivés.
<ul> <li>2. The "designated course language" (French or English) is always known in advance by the instructor.</li> <li>The instructor must use: <ul> <li>The manual in the "designated course language" when available.</li> <li>The software in the "designated course language" when available.</li> </ul> </li> </ul>	<ul> <li>2. L'instructeur connaît à l'avance la « langue désignée du cours » (français ou anglais).</li> <li>L'instructeur doit utiliser : <ul> <li>Le manuel dans la « langue désignée du cours » lorsqu'il est disponible.</li> <li>Le logiciel dans la « langue désignée du cours » lorsqu'il est disponible.</li> </ul> </li> </ul>
<ul> <li>3. The instructor must remind the participants that everyone has to: <ul> <li>Lock their computer when they leave the classroom.</li> <li>Log off their computer at the end of each day.</li> </ul> </li> </ul>	<ul> <li>3. L'instructeur doit rappeler aux participants que chacun est tenu de : <ul> <li>Verrouiller son ordinateur lorsqu'il quitte la classe.</li> <li>Fermer la session de l'ordinateur à la fin de chaque journée.</li> </ul> </li> </ul>
<ol> <li>When leaving at the end of the day, the instructor must ensure the multimedia projector</li> </ol>	<ol> <li>Avant de partir à la fin de la journée,</li> <li>l'instructeur doit s'assurer d'éteindre le</li> </ol>



and the fluorescent lamp are turned off and classroom door is closed.	projecteur multimédia et l'éclairage fluorescent et doit fermer la porte.
5. The instructor must ensure that all software or hardware problems are reported to the front desk to obtain prompt response from the support staff.	5. L'instructeur doit signaler tout problème de logiciel ou de matériel à la réception afin d'obtenir un service rapide et efficace du personnel de soutien.
6. The instructor must refrain from playing computer games at all times in our classrooms.	6. En tout temps dans nos locaux, l'instructeur doit s'abstenir de jouer à des jeux sur ordinateur.
7. Please note that some employees have environmental sensitivities. We therefore ask that instructors refrain from wearing perfumes and scented products to <b>ensure a scent free</b> <b>environment.</b>	7. Veuillez noter que certains employés ont des sensibilités environnementales. Nous demandons donc aux instructeurs de s'abstenir de porter du parfum et d'autres produits semblables afin de créer un environnement sans parfum.



# Appendix II - Detailed Description of Courses



Course Description Co	ourse description in less than 850 characters.
alre <u>Ta</u>	purse information in less than 850 characters, including the titles eady provided. rget audience: erequisites:

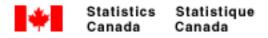
### Appendix III – Course Outline



### Informatics Training - Formation en informatique

Informatics Training - Part of your solution La formation en informatique – fait partie de votre solution

Course Title:
Course Code :
Language of manual:
Language of manual: Language of software :
Duration :
Prerequisites :
Terret endieree
Target audience :
Objectives :
Content :



# Appendix IV – Instructor's Feedback

Statistics Canada, Informatics Training
Instructor's Feedback

Course date/Date du cours :					Classroom/Salle de classe:		
Course name/Nom du cours:							
Instructor/Formateur:					Company/Compagnie:		
0 n/a s/o	al	2 3 Poor Médio		Excel	ellent		
Software Logiciels:	[						
Hardware Périphériques:							
Visual-Aids Moyens audio-visuels:							
Facilities Installations:							
Assistance provided by Operational Staff Aide fourni par le personnel des Opérations: 🛛 🖛 🖛 🖛 🖛							
Assistance provided by Technical Staff Aide fourni par le personnel technique:							
How Can We Improve Our Service? Comment pourrions-nous améliorer notre service?							
Comments/Suggestions/Commentaires:							

### Appendix V– Participants Feedback

#### **Participants Feedback**

### **Environment and Logistics**

1 The environment and equipment were favorable to learning. Strongly disagree

Somewhat disagree

- Neither agree, nor disagree
- Somewhat agree
- Strongly agree
- 2 The computer/software were appropriate.
  - Strongly disagree
  - Somewhat disagree
  - Neither agree, nor disagree
  - Somewhat agree
  - Strongly agree
- 3 Comments :

### Relevance

- 4 The examples given helped clarify the subject.
  - Strongly disagree
  - Somewhat disagree
  - Neither agree, nor disagree
  - Somewhat agree
  - Strongly agree
- 5 I will be able to immediately use what I learned.
  - Strongly disagree
  - Somewhat disagree
  - Neither agree, nor disagree
  - Somewhat agree
  - Strongly agree
- 6 I found the course material useful and will be helpful on the job.
  - Strongly disagree
  - Somewhat disagree
  - Neither agree, nor disagree
  - Somewhat agree
  - Strongly agree
- 7 Comments :

#### Delivery

- 8 The pace of the course was suitable.
  - Strongly disagree



- Somewhat disagree
- Neither agree, nor disagree
- Somewhat agree
- Strongly agree
- 9 The practical exercises contributed to my learning.
  - Strongly disagree
  - Somewhat disagree
  - Neither agree, nor disagree
  - Somewhat agree
  - Strongly agree
- 10 Comments :

### Instructor

- 11 Transmitted the material in a structured and logical way.
  - Strongly disagree
  - Somewhat disagree
  - Neither agree, nor disagree
  - Somewhat agree
  - Strongly agree
- 12 Used the participant's knowledge and experience.
  - Strongly disagree
  - Somewhat disagree
  - Neither agree, nor disagree
  - Somewhat agree
  - Strongly agree
- 13 Responded adequately to questions/discussions.
  - Strongly disagree
  - Somewhat disagree
  - Neither agree, nor disagree
  - Somewhat agree
  - Strongly agree
- 14 Was well prepared and organized.
  - Strongly disagree
  - Somewhat disagree
  - Neither agree, nor disagree
  - Somewhat agree
  - Strongly agree
- 15 Comments :

#### Overall

- 16 The learning objectives were clearly defined at the beginning of the course.
  - Strongly disagree
  - Somewhat disagree
  - Neither agree, nor disagree



- Somewhat agree
- Strongly agree
- 17 This course helped me to increase my knowledge and/or skills.
  - Strongly disagree
  - Somewhat disagree
  - Neither agree, nor disagree
  - Somewhat agree
  - Strongly agree
- 18 I would recommend this course to my colleagues.
  - Strongly disagree
  - Somewhat disagree
  - Neither agree, nor disagree
  - Somewhat agree
  - Strongly agree
- 19 Overall are you satisfied with this course?
  - Strongly disagree
  - Somewhat disagree
  - Neither agree, nor disagree
  - Somewhat agree
  - Strongly agree
- 20 Comments

For offsite training only :

Company Name :

Name of trainer :

# **Overall Comments :**

### The following information will be used only for the purpose of analysis by the Informatics Training Centre.

How did you learn about this course?

- Learning Management System
- Email publicity
- Promotional posters
- Word of mouth
- Others :

If you have selected «Others», please specified below.

Reason for attending this course :

- My present job
- My professional development
- Directed by management



Was this course delivered in the language of your choice?

- Yes
- No

What is your group and level?

Sex :

- Male
- Female

Could we contact you for further comments?

- I accept that my name is identified in the report.
- I refuse that my name is identified in the report.

### ANNEX B

### **BASIS OF PAYMENT**

The per diem rate must be firm and all inclusive, including all course materials, HST excluded. English and French delivery will be available for all the courses listed section 3.2. The price for the English and French delivery of a course will be the same.

### **Microsoft Desktop Applications**

### Table 1: Bidder Financial Proposal

Description	Cost of Group course (per diem)
Firm per diem rate for the initial and two (2)	\$
optional contract periods	



## ANNEX C to PART 3 OF THE BID SOLICITATION

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);



### ANNEX D

#### TASK AUTHORIZATION FORM

Contract Number: Task Authorization Number:									
Contract Title:									
Contract Ma			<b>Project Authorit</b>						
Email Addre	SS:			Email Address:					
Tel:				Tel:					
Fax:				Fax:					
		To be com	oleted by P	roject Authority					
Course	Course	Course	Per Diem	Number of	Estimated Total Cost				
Date(s)	Language -	Language	x # days	students	(Limitation of Expenditure)				
Date(3)	Instruction	- Manuals	x # uays	Students					
				y Contractor					
		ation of Work	receipt, Loo	cation and TA Lim	itation of Expenditure				
The Contract	or confirms:								
Receipt of the	e Task Authorizat	ion Request	Ves	: No:	Specify:				
	iguage are accura		Yes	: No:	Specify:				
	tal Costs are acc		Yes	: No:	Specify:				
Contractor Signature									
Signature : Date :									
Project Authority Signature									
Signature : Date :									

These courses will take place at Statistics Canada, 150 Tunney's Pasture Driveway, Main Bldg., 3rd floor, Room 3101. Please confirm that an instructor is available for those dates by signing in the appropriate space on this page and by returning it as soon as possible by fax to this number (613) 951-4950. Extra courses may be organized in the future due to demand. In such cases, arrangements will be confirmed between your company and Statistics Canada. If any cancellation should occur, you will be notified immediately by electronic mail.

### Annex E

# Mandatory Requirement (M1) Microsoft Desktop Applications The following information must be provided:

		Course	Client Contact				
	Course Title	Start and End Date (YYYY / MM / DD)	Name	Phone #	Email Address		
1							
2							
3							
4							
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9							
10							
11							
12							
13							
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