



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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 to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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 biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Commercially Available IT Training	
<b>Solicitation No. - N° de l'invitation</b> E60ZH-140001/C	<b>Date</b> 2017-08-24
<b>Client Reference No. - N° de référence du client</b> E60ZH-140001	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZH-154-31755	
<b>File No. - N° de dossier</b> 154zh.E60ZH-140001	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-02-23</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Escander(ZH Div), Lisa	<b>Buyer Id - Id de l'acheteur</b> 154zh
<b>Telephone No. - N° de téléphone</b> (819) 420-7121 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**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

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offer/Supply Arrangements (RFSO/SA) has three components: a Request for Bids, the resulting Supply Arrangement, and the resulting Standing Offer.

#### **Component I: Request for Bids**

The Request for Bids is divided into five parts plus attachments, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions applicable to the clauses and conditions of the Request for Bids;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the bid, the security requirement, and the basis of selection; and
- Part 5 Certifications and additional information: includes the certifications and additional information to be provided.

The Attachments to Component I include: The certifications and additional information, Mandatory Criteria and the Response Form

#### **Component II: Resulting Standing Offer**

The resulting Standing Offer is divided into two parts plus annexes, as follows:

- Part 6A Standing Offer: includes the Standing Offer from the Bidder and the applicable clauses and conditions; and
- Part 6B Resulting Contract Clauses: includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes to Component II include: The Statement of Requirement.

#### **Component III: Resulting Supply Arrangement**

The resulting Supply Arrangement is divided into three parts plus annexes, as follows:

- Part 7A Supply Arrangement: includes the Supply Arrangement with the applicable clauses and conditions;
- Part 7B Bid Solicitation: includes the instructions for the bid solicitation process within the scope of the Supply Arrangement; and
- Part 7C Model Resulting Contract Clauses: includes general information for the conditions which will apply to any contract entered into pursuant to the Supply Arrangement.

The Annexes to Component III: The Statement of Requirement, The security requirement check list and the Quarterly Usage Report Sample.

## 1.2 Summary

This solicitation is a Request for Bids to satisfy Canada's requirement for the provision of Commercially Available IT Training Services (CAITTS) to locations throughout Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.

CAITTS is Training services related to Software and Information Technology that is commercially available, licensed, or sold to the general public and requires no special modification or maintenance over its life cycle. Subscription Training is specifically excluded from this definition and this solicitation.

Each responsive bid will result in a Standing Offer (SO) and/or a Supply Arrangement (SA).

### 1.2.1 Determination of When to Use the Standing Offer vs. Supply Arrangement

- a) A Standing Offer will be used when requirements fit under ALL of the following conditions:
- i) Requirement Valued below \$25,000 (applicable taxes included); and
  - ii) Client does not require a private classroom training.
- b) A Supply Arrangement will be used when requirements fit under ANY of the following conditions:
- i) Requirement valued above \$25,000 (applicable taxes included); or
  - ii) Client wants a private classroom training.

### 1.2.2 Applicable Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement, Canada-Peru Free Trade Agreement and the Canada - Columbia Free Trade Agreement, and the Canada Panama Free Trade Agreement if it is in force.

### 1.2.3 Location

Standing Offers and Supply Arrangements resulting from this solicitation may be used to procure services for the following locations:

Regions: Metropolitan Areas

- National Capital Region
- Atlantic: Halifax, Moncton
- Québec: Montreal, Québec City
- Ontario: Toronto
- Western: Calgary, Edmonton, Saskatoon, Winnipeg
- Pacific: Vancouver, Victoria
- Remote/Virtual Access

Definitions of the Region/Metropolitan Areas can be found at the following link: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzmra-eng.html>, with the exception of Remote/Virtual Access which is defined in Annex A.

### 1.2.4 Clients/Identified Users

Any resulting SO and SA may be used by any Federal Government Departments, Agencies or Crown Corporations as described in the *Financial Administration Act* (as amended from time to time) or any other party for which the Department of Public Works and Government Services may be authorized to act from

time to time under Section 16 of the *Department of Public Works and Government Services Act* (each a "Client" or "Identified User").

### **1.2.5 The Period of the Standing Offer and Supply Arrangement**

Resulting Standing Offers and Supply Arrangements will be valid until March 31, 2027 or until Canada no longer deems them necessary.

### **1.2.6 On-going Opportunity for Qualification and Request for Bids (SO/SA) Refresh Solicitation**

An on-going Notice is posted on the Government Electronic Tendering Service (GETS) to allow new suppliers to become qualified. Suppliers may submit a bid at any time during the solicitation period for a SO or a SA by responding to the most recent terms and conditions posted on GETS. This process permits pre-qualified suppliers to modify their SO financial offer. Existing pre-qualified suppliers, who have been issued a SO or SA, will not be required to submit a new bid. Canada may issue an unlimited number of SOs/SAs and may continue to issue SOs/SAs to new bidders throughout the SO/SA period.

Bids received following the permanent Notice will be evaluated within 90 calendar days.

### **1.2.7 Designation as Set-Aside**

The resulting Supply Arrangements from this solicitation document can be used by Federal Department Users for requirements containing an Aboriginal set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB).

In order to be considered as an Aboriginal Business under the PSAB, the Bidder must complete the Aboriginal Business certification contained in Attachment 1 to Part 3 – Certifications and Additional Information.

### **1.2.8 Comprehensive Land Claim Settlement Agreements (CLCSA)**

The Standing Offers and Supply Arrangements resulting from the bid solicitation will not include deliveries of services within locations within the Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within the Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to be treated as a separate procurement not forming part of the bid solicitation.

## **1.3 Security Requirements**

There is no security requirement associated with this bid solicitation.

## **1.4 Communications Notification**

As a courtesy, the Government of Canada requests that successful bidders notify the Offer/Arrangement Authority in advance of their intention to make public an announcement related to the issuance of a standing offer or supply arrangement or both.

## **1.5 Debriefings**

After issuance of all of the Standing Offers and all Supply Arrangements resulting from the bid solicitation, and also after each subsequent refresh bid solicitation evaluation for which a Bidder has submitted a bid, a Bidder will be notified in writing regarding the outcome of their bid evaluation. Bidders should make a request for any additional debriefing to the Standing Offer/Supply Arrangement Authority within 15 working days of receipt of such written notification. The debriefing may be in writing, by telephone or in person at the sole discretion of the Offer/Arrangement Authority.

## **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 *Standard Acquisition Clauses and Conditions Manual* (<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 2006 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The 2008 (2017-04-27) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, and Subsection 5.4 of 2008, Standard Instructions - Request for Supply Arrangements - Goods or Services, are amended as follows:

Delete: 60 days  
Insert: 180 days

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) by email (softcopy) at: [TPSGC.pasvcsformationtidm-apcaitrainingsvcs.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.pasvcsformationtidm-apcaitrainingsvcs.PWGSC@tpsgc-pwgsc.gc.ca).

All bids must be received by the date, time and place as indicated in this article and page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC 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 FPS, bidders must provide the information required in the Attachment 1 to Part 3 - Certifications and additional information 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.

### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Offer/Arrangement Authority at: [TPSGC.pasvcsformationtidm-apcaitrainingsvcs.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.pasvcsformationtidm-apcaitrainingsvcs.PWGSC@tpsgc-pwgsc.gc.ca).

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

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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**

A Standing Offer and any contract resulting from the Standing Offer, as well as a Supply Arrangement and any contract awarded under it, must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada.

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.



## **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:
- By email to the address identified in section 2.2 Submission of Bids (one soft copy)
- Section II: Financial Bid (Standing Offer only):
- By email to the address identified in section 2.2 Submission of Bids (one soft copy)
- Section III: Certifications and additional Information:
- By email to the address identified in section 2.2 Submission of Bids (one soft copy)

This bid solicitation uses Portable Document Format (PDF) technology. To access the PDF form, bidders must have a PDF reader installed. If bidders do not already have such a reader, there are several PDF readers available on the Internet. It is recommended to use the latest version of PDF reader to benefit all features of the interactive forms.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

In their bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the work.

Part 4, Evaluation Procedures, contains additional instructions that bidders must consider when preparing their technical bid.

#### **Section II: Financial Bid**

A financial bid must be submitted for a bid containing an offer for a Standing Offer.

Part 4, Evaluation Procedures, contains additional instructions that bidders must consider when preparing their financial bid.

#### **Section III: Certifications and Additional Information**

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

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- a) Bidders must complete their Certifications and Additional Information by using the PDF fillable form in Attachment 1 to Part 3 - Certifications and Additional Information.
- b) Bidders should complete the interactive form electronically before printing the document for submission. Bidders should note that simply printing the document prior to completing it electronically may omit certain fields that would appear when filling out the form electronically, resulting in incomplete Certifications.
- c) The form should be signed.

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## **ATTACHMENT 1 TO PART 3**

### **CERTIFICATIONS AND ADDITIONAL INFORMATION**

See attached PDF fillable Form: Attachment 1 to part 3 – Certifications and Additional Information

## **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; and
- (c) 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 Offer/Arrangement Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive, unless the Offer/Arrangement Authority grants an extension in his or her sole discretion.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1. Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4 – Section 1.0, and Attachment 2 and 3 to Part 4.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria – Standing offer only**

Refer to attachment 1 to Part 4 – Section 2.0, and attachment 2 to Part 4.

There is no financial evaluation of bids required to be issued a Supply Arrangement.

### **4.2 Basis of Selection**

A bid must comply with the requirements of the bid solicitation:

- a) **SO / SA:** Bids must meet all mandatory technical (Attachments 1 and 2 to Part 4) and financial evaluation criteria to be declared responsive. All responsive bids will be recommended for issuance of a standing offer and a Supply Arrangement.
- b) **SA only:** Bids must meet the Supply Arrangement mandatory technical evaluation criteria (Attachments 1 and 3 to Part 4) to be declared responsive. All responsive bids will be recommended for issuance a Supply Arrangement.

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

Canada will verify that a bid includes all applicable certifications and other documentation requested under the solicitation and that such information is complete. Each bid will be reviewed to determine if it contains an offer for a Standing Offer and/or a Supply Arrangement that meets the mandatory requirements set out in Attachments 1, 2 and 3 to Part 4.

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

Each offer meeting the mandatory requirements for the Standing Offer technical evaluation will be evaluated in accordance with the financial requirements in Attachment 1 and to Part 4.

#### **Step 3 – Selection and Issuance of Supply Arrangements and Standing Offers**

Each technically and financially responsive offer will be recommended for issuance of a Standing Offer on the terms stated in Component II.

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Each technically responsive arrangement will be recommended for the issuance of a Supply Arrangement on the terms stated in Component III.

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## ATTACHMENT 1 TO PART 4

### TECHNICAL AND FINANCIAL CRITERIA

#### 1.0 Mandatory Technical Criteria

- a) The Bidder must provide the necessary documentation to support compliance as per the following:  
**SO / SA:** The Technical Bid must meet the mandatory technical criteria MT1, MT2 and MT3, detailed in table below.  
**SA only:** The Technical Bid must meet the mandatory technical criteria MT1, MT3 and MT4, detailed in table below.
- b) Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

<b>MT1</b>	<p>The Bidder must demonstrate that they have been in business for a minimum of 3 years as of the solicitation closing date, providing Commercially Available IT training services (CAITS), as defined in Annex A - Statement of Requirement, section 3.0 Terminology.</p> <p>In the case of a joint venture, at least 1 member of the joint venture must meet the minimum 3 year requirement.</p> <p>The Bidder should also provide one of the following documents: A copy of the business name Registration Certificate; or A copy of the Provincial or Territorial Business Corporation Registration Certificate; or A copy of the Federal Business Incorporation Registration Certificate.</p>
<b>MT2</b>	<p><b>This Mandatory Criterion applies only to submissions for a Standing Offer:</b></p> <p>The Bidder must provide the complete URL of its current and active website to demonstrate the requirement defined in Annex A - Statement of Requirement, section 4.1 Contractor's website.</p>
<b>MT3</b>	<p>For Authorized Vendor, the Bidder must demonstrate that they have authorization from the Software Publisher or OEM by providing proof from the Software Publisher or OEM which confirms that the Bidder is authorized to provide the training and/or material.</p> <p>The Bidder should also indicate if he is the Software Publisher or the OEM of the Training and Material.</p>
<b>MT4</b>	<p><b>This Mandatory Criterion applies only to the Supply Arrangement portion of the solicitation:</b></p> <p>The Bidder must complete Attachment 3 to Part 4</p>

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## 2.0 Mandatory Financial Criteria (MF)

- a) The Financial Offer must meet the mandatory financial criteria specified in table below.
- b) Any Offer which fails to meet the mandatory financial criteria will be declared non-responsive.

<b>MF1</b>	Bidders must provide a minimum discount of 10% of its published price list on its entire training services catalogue offered during the SO period. Bidders are invited to offer higher discounts on any specific topic, Brand or other. These percentage discounts must be specified in Attachment 2 to Part 4 and in accordance with the table below.
	<b>Percentage Discount</b>
	10% (minimum acceptable)
	12.5%
	15%
	17.5%
	20%
	25%
	Over 25%

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## **ATTACHMENT 2 TO PART 4**

**RESPONSE FORM**  
*(Please see attached)*



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**ATTACHMENT 3 TO PART 4**

**RESPONSE FORM FOR SUPPLY ARRANGEMENT ONLY**  
*(Please see attached)*

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications to be issued a Standing Offer and/or a Supply Arrangement.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bidder non-responsive, will have the right to set-aside a standing offer and/or supply arrangement, 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 evaluation period, during the SO/SA period, or during the contract period.

The SO/SA 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 SO/SA Authority will render the bid non-responsive, result in the setting aside of the SO/SA or constitute a default under the Contract.

Bidders must complete their certifications required under Part 5 by using the Attachment 1 to Part 3.

## COMPONENT II - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### PART 6A. STANDING OFFER

#### 1.0 Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A.

#### 1.1 Determination of When to Use the Standing Offer vs. Supply Arrangement

- a) Clients can use the Standing Offer when requirements fit under ALL of the following conditions:
- i) Requirement valued below \$25,000 (applicable taxes included); and
  - ii) Client does not require a private classroom training.
- b) Clients must use the Supply Arrangement when requirements fit under ANY of the following conditions:
- i) Requirement valued above \$25,000. (applicable taxes included); or
  - ii) Client wants a private classroom training.

#### 2.0 Security Requirements

There is no security requirement applicable to the Standing Offer.

#### 3.0 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

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

#### 3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex C. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

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The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

#### **4.0 Term of Standing Offer**

##### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of issuance to March 31, 2027.

#### **5.0 Authorities**

##### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

ZH Manager  
Public Services and Procurement Canada  
Acquisitions Program  
Training and Specialized Services Division

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

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, they are responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

##### **5.2 Project Authority**

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

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

##### **5.3 Offeror's Representative**

This individual is the central point of contact within the Offeror for all matters pertaining to this Standing Offer. The Offeror confirms that this individual has the authority to bind 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 inform the Standing Offer Authority.

*(To be identified at time of issuance)*

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

*(To be identified at time of issuance)*

#### **6.0 Proactive Disclosure of Contracts with Former Public Servants *(if applicable)***

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 Contractor 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.

## 7.0 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11 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 Standing Offer.

## 8.0 Call-up Procedures

Multiple Standing Offers have been issued for this requirement. When accepted by Canada, each Call-up results in a separate contract between Canada and the Offeror.

### a) Directed Call-ups

Clients may direct a contract at or below \$25,000 (GST/HST included) to Offerors in accordance with the Government Contracts Regulations.

### b) Call-up process

The Identified Users will use the following call-up procedure or the procedure described on GCPedia:

The Identified Users will register for their training services directly on the Offeror's website, by email or by telephone. A confirmation or registration number must be provided by the Offeror by e-mail. Terms of the resulting call-up will be limited exclusively to the resulting contract clauses in section B of the Standing Offer and the pertinent details of the requirements as provided by the Identified User to the Offeror upon registration.

## 9.0 Call-up Instrument

The Work may be authorized or confirmed by the Identified User(s) using either the PWGSC-TPSGC 942 call-up form, the Offeror's website, telephone, credit card or other electronic form.

## 10.0 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

## 11.0 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](#) (2016-04-04), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions [2010C](#) (2016-04-04), General Conditions - Services (Medium Complexity); apply to and form part of the Contract;
- d) Annex A, Statement of Requirement; and
- e) the Offeror's offer dated \_\_\_\_\_.

## **12.0 Certifications**

### **12.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### **12.2 Aboriginal Business Certification (if applicable)**

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

## **13.0 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Province of Ontario, Canada unless otherwise stipulated in the Offeror's bid in response to the request for bids under file # E60ZH-140001.

## **14.0 Delivery Requirements outside a Comprehensive Land Claims Settlement Area (CLCSA)**

The Standing Offer will not include deliveries of services within locations within the Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within the Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to be treated as a separate procurement not forming part of the bid solicitation.

## **6B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **1.0 Statement of Work**

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

### **2.0 Standard Clauses and Conditions**

#### **2.1 General Conditions**

[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.

### **3.0 Term of Contract**

#### **3.1 Period of the Contract**

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

#### **4.0 Proactive Disclosure of Contracts with Former Public Servants *(if applicable)***

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 Contractor 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.

*Note to Client and Contractor: This article may be applicable. Clients must verify the status of the Contractor via the GCPedia website.*

### **5.0 Payment**

#### **5.1 Basis of Payment – Firm lot price**

The Contractor must charge no more than the price(s) published on its website, less the discount(s) identified in their offer submitted in response to the request for bids #E60ZH-140001 and in accordance with the terms and conditions.

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm lot price (published in the price list less discount) for the training services provided. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

The Contractor understands and agrees that failure to honour the prices, terms and conditions for the period of the Standing Offer may result in the Standing Offer being set-aside by Canada.

## **5.2 Method of Payment(s)**

### **a) Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- i. An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. All such documents have been verified by Canada; and
- iii. The Work performed has been accepted by Canada.

### **b) Advance payment**

Canada will pay the Contractor, no more than 30 days in advance, for the training services if:

- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all such documents have been verified by Canada.

## **5.3 Electronic Payment of Invoices**

*To be completed after SO issuance*

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

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

## **6.0 Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled 'Invoice Submission' of the general conditions.

The invoice must be forwarded to the address or e-mail shown in the call-up for certification and payment.

Each invoice must be supported, as applicable, by:

- a) Registration, PO or Call-up Number;
- b) Identified User name and participant name(s);
- c) Course name and Code;
- d) Delivery date(s);
- e) Published Price List; and
- f) Applicable discount.

## **7.0 Insurance**

The Contractor 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 Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



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## **8.0 Terms and Conditions contained in Contractor Documentation**

Canada is not bound by and does not accept any conditions, express or implied, that are contained in or on the confirmation of registration or that may accompany the training material or any other documentation provided by the Contractor, in any manner, regardless of any notification to the contrary.

## ANNEX A

### STATEMENT OF REQUIREMENT

#### 1. Scope

Canada has a requirement for Commercially Available IT Training Services (CAITTS) in all the Topics listed in Appendix 1 to Annex A. The participants are employees of the Government of Canada across Canada.

#### 2. Objective

The objective is to provide access to IT training Suppliers.

#### 3. Terminology

CAIT Training Services: Training services related to Software and Information Technology that is commercially available, licensed, or sold to the general public and requires no special modification or maintenance over its life cycle. Subscription Training is specifically excluded from this definition and requirement.

##### Classroom Training:

- a) Instructor-Led Classroom Training: Training facilitated by an instructor present in a classroom setting. Instructor-led training allows for learners and instructors to interact in-person and discuss the training material, either individually or in a group setting.
- b) Virtual Classroom Training: Training facilitated by an instructor that is delivered in a virtual or simulated environment, or when instructor and learner are in separate locations. The training can be conducted synchronously or asynchronously.
- c) Private class: A course "on request" that may be adapted, exclusive, or on the client premises, that is outside of the public offering (i.e. course schedule).

##### Non-Classroom Training:

- a) Web-Based (also known as e-learning): Training delivered anywhere, any-time over the Internet or a corporate intranet to browser-equipped learners. The training is delivered asynchronously (self-directed, self-paced).
- b) Video-based: Instructional videos on specific topics. Digital audiovisual files made available online for downloading to a computer or a portable device.
- c) Audio-based: Short instructional audio feeds, podcasts or audio books on specific topics. Digital audio files are made available online for downloading to a computer or a mobile devices.

E-books: A book-length publication in a digital form, consisting of text, images, or both, readable on computers or other electronic devices.

Training Subscription: Access to an on demand catalog of Non-Classroom training per user or for a specific number of users for a specific period of time. Excluded from this requirement.

Authorized Vendor: Supplier that is authorized or certified by a software publisher or the original equipment manufacturer (OEM) to sale, deliver or customize specific courses and material, own by the software publisher or the OEM.

#### 4. Requirement

The Contractor must provide Commercially Available IT Training services on an “as and when requested” basis.

##### 4.1 Contractor's Website

The Contractor must have a website accessible to Identified Users.

The contractor's website must have:

- a) List of courses;
- b) Dates and location of courses;
- c) Duration of courses;
- d) Description of service (i.e. course outline);
- e) Published Price List of services per Participant;
- f) Show at least 6 months of upcoming scheduled courses; and
- g) Be up-to-date and accurate.

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](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.

##### Quality of the language in the English and French version of the website:

The website must be free of errors. The French and English version of the website must be consistent. For the purpose of this requirement, errors include, as a minimum, the following:

- a) Accuracy including mistranslation, illogical rendering, lack of clarity and improper use of terminology;
- b) Language including syntax (improper sentence construction), calque (expression adopted by one language from another in a more or less literally translated form), under/over translation and faulty usage (Gallicisms and Anglicism's);
- c) Style and adaptation including awkward rendering, word for word translation and incorrect adaptation of any of the following with respect to the end user:
  - i) tone, conciseness and level of language;
  - ii) Official Titles and Terminology including incorrect use of official titles, acronyms, terminology, client's usage and lack of consistency.
  - iii) Formatting including problems with layout, alignment of paragraphs and titles consistency, incorrect hypertext links and version that does not reproduce the same formatting of tables and charts.

##### 4.2 Classroom Training

The instructors must be able to conduct the training (read, communicate orally and in writing), in English, French or both languages, in order to deliver the English or French training as specified in the resulting call-up.

##### 4.3 Contractor's Facilities – For classroom

###### 4.3.1 Capacity

The Contractor must provide the training accessible to participants with physical disabilities. The Contractor must make every reasonable effort to accommodate participants with physical disabilities.

#### 4.3.2 Break and Lunch Facilities

The Contractor's Facilities should have an area for coffee breaks and lunch. The room should have sufficient space to permit all students to sit at tables for breaks and lunch.

#### 4.3.3 Maintenance of facilities prior to course delivery

The Contractor must maintain the facilities by:

- a) Washing and disinfecting all washrooms, floors, walls and fixtures, in accordance with Department of Health Regulations;
- b) Replenish paper towels, toilet tissue and soap containers in all washrooms;
- c) Emptying all waste baskets in the classroom, common rest areas and all washrooms.

### 4.4 Equipment

The facility must be equipped with workstations including a computer, name card, pencils and paper for each participant. The Computers must have all the applicable, up to date, software licenses, for each participant for the duration of the course.

The Contractor must supply technical support personnel to be available to resolve technical problems encountered during the delivery of the courses within one hour of a problem being experienced. It is recognized that the support technician may be the instructor himself or herself, if that individual has the skills and abilities to provide an appropriate level of service.

### 4.5 Course Material

The Course materials for all courses must be the most up to date version, available in English and in French as specified in the resulting call-up and should be printed double sided, bound and consistent quality (including proper syntax and grammar). Screenshots and graphics must be clear and legible.

## 5. Tasks and Deliverables:

### The Contractor must:

- a) Deliver the training services in French or English, as specified in the resulting call-up.
- b) Send a registration confirmation by email to all participants identified in the resulting call-up. If the course is rescheduled or cancelled, the contractor must send a notice or an updated confirmation by email.
- c) Report any problems immediately to the Identified User.
- d) Publish an up-to-date and accurate list of the courses on the Website.

## 6. Constraints

### 6.1 Travel and Living Expenses

Canada will not accept any Travel and Living expenses.

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## Appendix 1 to Annex A

Agile and Scrum
Analytics and Data Management
Application Development
Applications Operating Systems
Big Data
Business Analysis, Business Intelligence & Service Management
Cloud Computing
Collaboration and Unified Communications
Cybersecurity
Data Center
Databases
Digital Forensics
End User Training
Enterprise Architecture
Enterprise Data Storage
ERP / CRM
Incident Response
IT Policy and Governance
IT service Management
Leadership and Business Solutions
Malware Analysis
Middleware Training
Multimedia Production
Networking
Project Management
Storage Training
System Administration Training
Virtualization

## COMPONENT III - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

### 7A. SUPPLY ARRANGEMENT

#### 1.0 Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex A.

#### 2.0 Security Requirements

The requirements to be procured under this Supply Arrangement may be subject to security requirements.

The requirements to be procured under this Supply Arrangement are subject to the requirements in the Security Requirement Check Lists (SRCL's) identified in each individual bid solicitation.

#### 3.0 Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2020 (2016-04-04) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

#### 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 Supply Arrangement. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in Annex C. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Supply Arrangement Authority. The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Supply Arrangement Authority no later than 15 calendar days after the end of the reporting period.

#### 4.0 Term of Supply Arrangement

##### 4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from date of issuance until March 31, 2027.

## 5.0 Authorities

### 5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

ZH Manager  
Public Services and Procurement Canada  
Procurement Branch  
Professional Services Procurement Directorate

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

The Supply Arrangement Authority, or its delegate, is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

### 5.2 Supplier's Representative

This individual is the central point of contact within the Supplier for all matters pertaining to this Supply Arrangement. 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 inform the Standing Offer Authority.

*To be identified at time of issuance*

## 6.0 Identified Users

The Identified Users 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 Supply Arrangement.

## 7.0 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 the Supply Arrangement;
- (b) the general conditions [2020](#) (2016-04-04), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex A, Statement of Work;
- (d) the Supplier's arrangement dated \_\_\_\_\_.

## 8.0 Certifications

### 8.1 Compliance

The continuous compliance with the certifications provided by the Supplier in its arrangement and the ongoing cooperation in providing associated information are conditions of issuance of the Supply Arrangement (SA). Certifications are subject to verification by Canada during the entire period 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, fails to provide the associated information, or if it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the Supply Arrangement.

### **8.1.1 Aboriginal Business Certification (if applicable)**

1. The Contractor 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*.
2. 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 six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Supplier must provide all reasonably required facilities for any audits; and
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

## **9.0 Applicable Laws**

The Supply Arrangement (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 unless otherwise stipulated in the Supplier's bid in response to the request for bids under file # E60ZH-140001.

## **10.0 Delivery Requirements outside a Comprehensive Land Claims Settlement Area (CLCSA)**

The Supply Arrangement will not include deliveries of services within locations within the Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within the Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to be treated as a separate procurement not forming part of the bid solicitation.

## **11.0 Insurance**

The Contractor 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 Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## **12.0 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 Supply Arrangement requirement. Accordingly, if any contract resulting from a solicitation let under this supply arrangement 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 the following link: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/rfdso-sotli-eng.html>.



## 7B. BID SOLICITATION

### 1.0 Bid Solicitation Documents

Canada will use the following bid solicitation templates based on the estimated dollar value and complexity of the requirement:

- Simple, for low dollar value requirements;
- Medium Complexity (MC) for medium complexity requirements;
- High Complexity (HC) for more complex requirements.

The templates above are available in the *Standard Acquisition Clauses and Conditions (SACC) Manual* published by PWGSC. A copy of the template(s) can be provided upon request by contacting the Procurement Process Tools Division by sending a query to [TPSGC.Outilsdapprovisionnement-ProcurementTools.PWGSC@tpsgcpwgsc.gc.ca](mailto:TPSGC.Outilsdapprovisionnement-ProcurementTools.PWGSC@tpsgcpwgsc.gc.ca).

**Note:** References to the HC, MC and Simple templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

The bid solicitation will contain as a minimum the following:

- a) security requirements (*if applicable*);
- b) a complete description of the Work to be performed;
- c) 2003, Standard Instructions - Goods or Services - Competitive Requirements; **OR** 2004, Standard Instructions - Goods or Services - Non-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;
- i) conditions of the resulting contract.

### 2.0 Bid Solicitation Process

Bids will be solicited for specific requirements within the scope of the Supply Arrangement from qualified active suppliers who have been issued a Supply Arrangement.

The bid solicitation will be posted on the Government Electronic Tendering Service (GETS) or will be sent directly to the supplier.

Multiple Arrangements Exist: Multiple Supply Arrangements have been issued for this requirement. Bids will be solicited in accordance with the processes described below within the specified monetary limitations. Each Contract issued as a result of a bid solicitation under the Supply Arrangement results in a separate contract between Canada and the Supplier.

Overview of Bid Solicitation Process

#### 2.1 Determination of When to Use the Standing Offer vs. Supply Arrangement

- Clients can use the Standing Offer when requirements fit under ALL of the following conditions:
- i. Requirement Valued below \$25,000 (applicable taxes included); and
  - ii. Client does not require a private classroom training.

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Clients must use the Supply Arrangement when requirements fit under ANY of the following conditions:

- i. Requirement valued above \$25,000 (applicable taxes included); or
- ii. Client wants a private classroom training.

## 2.2 Bid Solicitations

Bid solicitations will be issued using PWGSC Form 9400-3 or electronic document.

The Identified User may cancel the bid solicitation process at any time and reissue the same or a similar bid solicitation process thereafter.

## 2.3 Issuance of Contracts

Contracts will be issued using PWGSC Form 9400-4 or electronic document.

## 2.4 Identification of Contract Authorities

Provided an Identified User has the legal authority to contract, it may choose to permit a procurement representative to award contracts under this Supply Arrangement in accordance with the Contract Limitations described below. Tier 2 contracts will be managed by PWGSC.

### a) Tier 1 Contract Limitations

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

**Requirement valued below \$25,000 (Applicable Taxes included):** For requirements under \$25,000 (Applicable Taxes included), in accordance with Government Contracting Regulations, Identified Users may direct a contract to an eligible Supplier

**Requirement valued at or below NAFTA Threshold (applicable taxes included):** Clients may issue a contract using this SA to a Supplier satisfying the requirement particulars as set out in a bid solicitation in accordance with the following: a minimum of two pre-qualified suppliers must be invited to submit a bid via e-mail, with the Client (Identified User) selecting two Suppliers of their choice.

As a minimum, invited suppliers will be given a minimum of 5 calendar days to submit a bid in response to a bid solicitation. The time limit for bidding may be extended based upon the complexity of the requirement.

**Requirement valued above NAFTA Threshold but less than or equal to \$2M (applicable taxes included):** Clients may issue a contract to a Supplier satisfying the requirement particulars (based on location, language or subject) as set out in the bid solicitation in accordance with the following: a minimum of 15 pre-qualified suppliers must be invited via e-mail to submit a bid, with the Client selecting 15 Suppliers of their choice.

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

Note: If the number of Suppliers that meet the requirement is less than 15, all pre-qualified suppliers must be invited.

### b) Tier 2 Contract Limitations

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Canada may compete work and award contracts to pre-qualified suppliers in accordance with the following:

**Requirement valued greater than \$2M:** All pre-qualified suppliers will be invited (using e-mail or GETS) to submit a bid in response to a bid solicitation. A NPP will be posted on GETS for all requirements.

All suppliers will be given a minimum of 20 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.

## 7C. RESULTING CONTRACT CLAUSES

### 1.0 General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using the template:

- (a) **Simple** (for low dollar value requirements), general conditions [2029](#) will apply to the resulting contract;
- (b) **MC** (for medium complexity requirements), general conditions [2010C](#) will apply to the resulting contract;
- (c) **HC** (for high complexity requirements), general conditions [2035](#) will apply to the resulting contract.

The templates above are available in the *Standard Acquisition Clauses and Conditions (SACC) Manual* published by PWGSC. A copy of the template(s) can be provided upon request by contacting the Procurement Process Tools Division by sending a query to [TPSGC.Outilsdapprovisionnement-ProcurementTools.PWGSC@tpsgcpwgsc.gc.ca](mailto:TPSGC.Outilsdapprovisionnement-ProcurementTools.PWGSC@tpsgcpwgsc.gc.ca).

**Note:** References to the HC, MC and Simple templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

## ANNEX A

### STATEMENT OF WORK

#### 1. Scope

Canada has a requirement for Commercially Available IT Training Services (CAITTS) in all the Topics listed in Appendix 1 to Annex A.

The participants are employees of the Government of Canada across Canada.

#### 2. Objective

The objective is to provide access to IT training Suppliers.

#### 3. Terminology

CAIT Training Services: Training services related to Software and Information Technology that is commercially available, licensed, or sold to the general public and requires no special modification or maintenance over its life cycle. Subscription Training is specifically excluded from this definition and requirement.

##### Classroom Training:

- a) Instructor-Led Classroom Training: Training facilitated by an instructor present in a classroom setting. Instructor-led training allows for learners and instructors to interact in-person and discuss the training material, either individually or in a group setting.
- b) Virtual Classroom Training: Training facilitated by an instructor that is delivered in a virtual or simulated environment, or when instructor and learner are in separate locations. The training can be conducted synchronously or asynchronously.
- c) Private class: A course "on request" that may be adapted, exclusive, or on the client premises, that is outside of the public offering (i.e. course schedule).

##### Non-Classroom Training:

- a) Web-Based (also known as e-learning): Training delivered anywhere, any-time over the Internet or a corporate intranet to browser-equipped learners. The training is delivered asynchronously (self-directed, self-paced).
- b) Video-based: Instructional videos on specific topics. Digital audiovisual files made available online for downloading to a computer or a portable device.
- c) Audio-based: Short instructional audio feeds, podcasts or audio books on specific topics. Digital audio files are made available online for downloading to a computer or a mobile devices.

E-books: A book-length publication in a digital form, consisting of text, images, or both, readable on computers or other electronic devices.

Training Subscription: Access to an on demand catalog of Non-Classroom training per user or for a specific number of users for a specific period of time. Excluded from this requirement.

**Authorized Vendor:** Supplier that is authorized or certified by a software publisher or the original equipment manufacturer (OEM) to sell, deliver or customize specific courses and material, owned by the software publisher or the OEM.”

#### **4. Requirement**

The Contractor must provide Commercially Available IT Training services on an “as and when requested” basis.

#### **4.2 Classroom Training**

The instructors must be able to conduct the training (read, communicate orally and in writing), in English, French or both languages, in order to deliver the English or French training as specified in in each bid solicitation.

#### **4.3 Contractor’s Facilities – For classroom and private training**

##### **4.3.1 Capacity**

The Contractor must provide the training accessible to participants with physical disabilities. The Contractor must make every reasonable effort to accommodate participants with physical disabilities.

The Identified User will notify the contractor if a person with a disability requiring accommodations will participate in the course. Following this notification, the Identified user and the Contractor will work together to develop options to permit the individual to effectively participate in the training. The Identified user, in full consultation with the Contractor, will determine the best course of action to be taken. The Contractor will contribute the best efforts and resources of their organization to implement the decision.

##### **4.3.2 Break and Lunch Facilities**

The Contractor’s Facilities should have an area for coffee breaks and lunch. The room should have sufficient space to permit all students to sit at tables for breaks and lunch.

##### **4.3.3 Maintenance of facilities prior to course delivery**

The Contractor must maintain the facilities by:

- d) Washing and disinfecting all washrooms, floors, walls and fixtures, in accordance with Department of Health Regulations;
- e) Replenish paper towels, toilet tissue and soap containers in all washrooms;
- f) Emptying all waste baskets in the classroom, common rest areas and all washrooms.

#### **4.4 Equipment – Private class**

The facility must be equipped with workstations including a computer, name card, pencils and paper for each participant. The Computers must have all the applicable, up to date, software licenses, for each participant for the duration of the course.

The Contractor must supply technical support personnel to be available to resolve technical problems encountered during the delivery of the courses within one hour of a problem being experienced. It is recognized that the support technician may be the instructor himself or herself, if that individual has the skills and abilities to provide an appropriate level of service.

#### **4.5 Course Material**

The Course materials for all courses must be the most up to date version, available in English and in French as specified in each bid solicitation and should be printed double sided, bound and consistent quality (including proper syntax and grammar). Screenshots and graphics must be clear and legible.

#### **4.6 Course Customization**

- a) At times, there may be a need for the course material to be customized to suit the particular needs of the participants.
- b) Course Customization is making revisions to the course material by adding or removing material that is beneficial for the participants for performing their tasks in their work environment.
- c) Course Customization can reduce the duration of the course when deemed appropriate.

#### **5. Tasks and Deliverables:**

The Contractor must:

*(To be specified in each bid solicitation)*

#### **6. Constraints**

##### **6.1 Travel and Living Expenses**

Canada will not accept any Travel and Living expenses. (Replace wording if travel and living Expenses will be reimbursed). *(To be specified in each bid solicitation)*.

#### **7. Support Provided by Canada**

*(To be specified in each bid solicitation: If the identified user provide the training facility)*

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## **ANNEX B**

### **SECURITY REQUIREMENTS CHECKLIST**

*(Insert if applicable)*



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**ANNEX C**  
**QUARTELY USAGE REPORT**

*(See attached excel report template)*