



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Public Works and Government Services Canada**  
**ATB Place North Tower**  
**10025 Jasper Ave./10025 ave. Jaspe**  
**5th floor/5e étage**  
**Edmonton**  
**Alberta**  
**T5J 1S6**  
**Bid Fax: (780) 497-3510**

## 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

### Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> ADP Training	
<b>Solicitation No. - N° de l'invitation</b> W0134-19R007/A	<b>Date</b> 2018-08-03
<b>Client Reference No. - N° de référence du client</b> W0134-19R007	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EDM-100-11420	
<b>File No. - N° de dossier</b> EDM-8-41041 (100)	<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 2018-09-17</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Fisher, Drew	<b>Buyer Id - Id de l'acheteur</b> edm100
<b>Telephone No. - N° de téléphone</b> (780) 901-4270 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE Readiness Training Flight DND4 Wing B84 Hangar Lane COLD LAKE Alberta T9M2C6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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W0134-19R007/A  
Client Ref. No. - N° de réf. du client  
W0134-19R007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-8-41041

Buyer ID - Id de l'acheteur  
EDM100  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven 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, DND 626 Task Authorization Form and any other annexes.

### **1.2 Summary**

A contract for the provision of computer software training for military and civilian personnel employed by the Department of National Defence, 4 Wing Cold Lake, Alberta.

The period of the Contract is for two (2) years from issuance, with an option to extend for one (1) additional year.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information."

### **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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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 [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Bids/Offer will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.

### 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 [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), 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 [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### 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) calendar 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 Alberta.

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

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy or 1 fax copy)  
Section II: Financial Bid (1 hard copy or 1 fax copy)  
Section III: Certifications (1 hard copy or 1 fax copy)

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

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy

provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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 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 Basis of Payment in Annex B. 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 “E” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “E” 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.

### **3.1.3 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation



### **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**

##### **1.1.1.1. Mandatory Technical Criteria**

(a) Compliant with Annex "D", Mandatory Technical Criteria Evaluation.

Bidders are required to complete the Mandatory Technical Criteria by checking off each criterion as being "meet" or "doesn't meet" and provide documentary proof as required.

Failure to meet any of the following mandatory criteria at bid closing will render your submission nonresponsive and it will be given no further consideration.

#### **4.1.2 Financial Evaluation**

The estimated usages listed in Annex "B" - Basis of Payment are for evaluation purposes only and will not form part of any resulting Contract.

The total evaluated bid price of each line item will be determined by multiplying the unit price quoted by the estimated usages (ex. Unit price for 1.a. times the estimated usage of 8 - ½ day courses).

Calculation will be applied to each line item in the the option year as well. The total of all line items will then be added together to determine the total evaluated bid price.

### **4.2 Basis of Selection**

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

## **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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

## **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".

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### 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

1. The Technical Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form.
2. 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 and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority within 5 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 Technical 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 Technical Authority may authorize individual task authorizations up to a limit of \$10,000.00, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

#### 6.1.2.3 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

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

The quarterly 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; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than ten (10) calendar days after the end of the reporting period.

#### Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

#### **6.1.2.4 Task Authorization - Department of National Defence**

The administration of the Task Authorization process will be carried out by the Technical Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

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

All clauses and conditions identified in the Contract 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) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### **6.2.1 General Conditions**

[2035](#) (2018-06-21) 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 period of the Contract is from \_\_\_\_\_ (insert start date) to \_\_\_\_\_ inclusive (insert end date).

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#### 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 one (1) additional one (1) year period 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 thirty (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: Drew Fisher  
Title: Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: ATB Plaza North, 5<sup>th</sup> Floor  
10025 Jasper Ave.  
Edmonton, AB T5J 1S6  
Telephone: 780-901-4270  
Facsimile: 780-497-3510  
E-mail address: [drew.fisher@pwgsc-tpsgc.gc.ca](mailto:drew.fisher@pwgsc-tpsgc.gc.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

The Project Authority for the Contract is: *(to be filled in at contract award)*

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 Technical Authority (TBD)

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail address: \_\_\_\_\_

#### **6.5.4 Contractor's Representative**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
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 *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.

#### **6.7 Payment**

##### **6.7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid firm unit prices in accordance with the basis of payment, in Annex B as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they 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'**

- a) 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 \$ (insert at contract award). Customs duties are included and Applicable Taxes are extra.
- b) 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.
- c) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - when it is 75 percent committed, or

- four (4) months before the contract expiry date, or
- 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.

d) 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 Multiple Payments**

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

- a. 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;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

#### **6.7.4 Electronic Payment of Invoices – Contract**

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);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **6.7.5 Time Verification**

SACC Manual Clause C0710C (2007-11-30), Time and Contract Price Verification

### **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.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

### **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.

## **6.9.2 SACC Manual Clauses**

C2000C, Taxes- Foreign based Contractor (2007-11-30)  
C2604C, Customs Duties, Excise Taxes and GST/HST- Non-resident (2013-04-25)  
A9117C, T1204- Direct Request by Customer Department (2007-11-30)

## **6.10 Applicable Laws**

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

## **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 (2018-06-21), Higher Complexity- Services;
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. the signed Task Authorizations (including all of its annexes, if any)
- f. Annex D, Mandatory Technical Criteria;
- g. the Contractor's bid dated \_ \_ \_ \_ \_ .

## **6.12 Defence Contract**

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

SACC Manual clause A9062C (2011-05-13)

## **6.13 Foreign Nationals (Canadian Contractor)**

SACC Manual clause [A2000C](#), (2006-06-16)

## **6.14 Foreign Nationals (Foreign Contractor)**

SACC Manual clause [A2001C](#), (2006-06-16)

## **6.15 Insurance**

SACC Manual clause [G1005C](#) (2016-01-28) Insurance



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## ANNEX "A"

### STATEMENT OF WORK

#### 1.0 Scope

##### 1.1 Purpose

1.1.1 The requirement is to provide Computer Software Training for personnel employed by the Canadian Armed Forces (CAF) and Department of National Defence (DND), at 4 Wing Cold Lake, Alberta.

##### 1.2 Background

1.2.1 The 4 Wing Ground Training Section is to provide ADP Microsoft computer courses to DND and CAF personnel as part of their mandate towards career and developmental training.

#### 2.0 Requirements

##### 2.1 Tasks

2.1.1 The Contractor is to provide a wide range of computer software which includes:

- a. A full range of Microsoft Office 2013 Levels 1, 2, and 3 (where applicable): Word, Excel, Access, Power Point, Project, SharePoint, Outlook, and OneNote. NOTE: Email accounts are not available, therefore the Outlook course will require modification;
- b. Windows 7 (user level) – to enable users to understand the operating system; and
- c. Visio Levels 1 & 2.

2.1.2 The Contractor must be prepared to run two (2), and sometimes three (3), courses concurrently if demand warrants or if required due to DND time restraints.

2.1.3 Classes will consist of a maximum of 12 students and will occur during regular business hours (8:00 am to 4:00 pm), Tuesday through Thursday.

2.1.4 All courses will focus entirely upon instructions and practical application. Students' performance will not be evaluated. Students will receive a "Recognition of Participation" or "Attendance" certificate at completion of each course.

2.1.5 Curriculum will be "Digital Content Factory" or equivalent.

2.1.6 The Instructor will load the files required for training to each individual student's computer and will clear the files at the end of the call up agreement. If the manuals provided are digital, the instructor must also load these onto, and clear them from, the computers being used.

##### 2.2 Deliverables

2.2.1 The follow training must be one (1) day in duration:

- a. Word Level 1;
- b. Word Level 2;
- c. Word Level 3;

- d. Excel Level 1;
- e. Excel Level 2;
- f. Excel Level 3;
- g. PowerPoint Level 1;
- h. PowerPoint Level 2;
- i. Visio Level 1;
- j. Visio Level 2;
- k. Windows 7;
- l. OneNote Level 1;
- m. Outlook Level 1; and
- n. Outlook Level 2.

2.2.2 The following training must be two (2) days in duration:

- a. Access Level 1;
- b. Access Level 2;
- c. Project Level 1;
- d. Project Level 2;
- e. Sharepoint Level 1; and
- f. Sharepoint Level 2.

2.2.3 Manuals, or access to manuals, for each course and level are required. Material must be available in a format for students to keep for reference.

2.2.4 Upon request, the Contractor must provide course outlines for each course and level.

### **2.3 Contractor Responsibilities**

2.3.1 Contractor will provide instructors qualified to teach all requested software courses.

2.3.2 Due to the extended timelines for some of the courses, additional practice exercises and materials may need to be added to reach the desired course length. The provision of additional exercises is the responsibility of the contractor.

2.3.3 Feedback forms (evaluations) on course content and instruction will be provided by the Contractor/Instructor to be filled out by students on completion of training. Evaluations or copies of the evaluations, will be forwarded to the Wing Ground Training Coordinator at the end of every course.

## **2.4 DND Responsibilities**

- 2.4.1 The Ground Training Coordinator will provide a schedule of requested courses to the Contractor on a monthly basis via Task Authorization. The request will be provided to the Contractor at least one (1) week from the start date of the next weeks requested courses.
- 2.4.2 The Ground Training Coordinator will load the personnel to the training and provide student registration forms to the Instructor for each course. The forms will be signed by each student as a record of participation. The completed registration form will be delivered to the Ground Training Coordinator.
- 2.4.3 DND will provide one (1) primary computer laboratory, which includes one (1) instructor station, twelve (12) student workstations, one (1) electronic projection system and technical support per course being conducted.
- 2.4.4 The Ground Training Coordinator will brief the Contractor/Instructor on the safety, fire and security regulations, as well as amenities of the on-site facilities.

## **3.0 Security Requirements**

- 3.1 There are no security requirements for this process.

## **4.0 Cancellation Policy**

### **4.1 Contractor**

- 4.1.1 In the event a course is cancelled due to the Contractor/Instructor not showing up, whether it be for illness, poor weather conditions preventing the Contractor/Instructor to travel or any other reason, DND will not be invoiced for that date.

### **4.2 DND/Wing Ground Training**

- 4.2.1 If a course is cancelled due to CAF/DND operations, DND will not be liable for payment of the cancellation if notice of five (5) or more business days has been provided to the Contractor.
- 4.2.2 When inclement weather necessitates the cancellation of a course, it will be rescheduled without additional charge.

## **5.0 Deliverables**

- 5.1 The Contractor will deliver all goods and services in accordance with this SOR.

## **6.0 Special Considerations**

- 6.1 Subject to availability, accommodations on the Wing are available to Instructors. Arrangements and payment are the responsibility of the Contractor. The Wing Ground Training Coordinator will be required to verify the Contractor/Instructor to Wing Accommodations.
- 6.2 The Contractor/Instructor is welcome to eat at the All Ranks Kitchen. Services for breakfast, lunch and dinner are available at reasonable rates on a cash sale basis. Wing Food Services accepts cash, debit or credit as forms of payment. Meals are to be paid by the Contractor and are not a responsibility of DND.

## ANNEX B

### BASIS OF PAYMENT

- a. The firm price per course shall include all costs for labour, overhead, fringe benefits, profit, travel and living, materials and supplies, and other disbursements.
- b. If pricing is not provided for each line item the bid will be considered non-responsive.
- c. Estimated usages are for evaluation purposes only and not to be construed as a firm commitment from Canada. Actual usages may vary from these amounts.
- d. GST is to be excluded from the prices quoted herein. GST, if applicable, will be shown as a separate item on the invoice.

Item	Description	Estimated Level of Services Per Year (Courses)	Firm Price Per Course : Year 1	Firm Price Per Course: Year 2	Firm Price Per Course: Year 3 (option)	Total
		(A)	(B)	(C)	(D)	[E = (AXB) + (AXC) + (AXD)]
1.	The follow training must be one (1) day in duration:					
	a. Word Lvl 1 (Basic);	3	\$ _____	\$ _____	\$ _____	\$ _____
	b. Word Lvl 2 (Intermediate);	2	\$ _____	\$ _____	\$ _____	\$ _____
	c. Word Lvl 3 (Advanced);	1	\$ _____	\$ _____	\$ _____	\$ _____
	d. Excel Lvl 1 (Basic);	8	\$ _____	\$ _____	\$ _____	\$ _____
	e. Excel Lvl 2 (Intermediate) – to include multiple worksheets, consolidation and linking cells;	7	\$ _____	\$ _____	\$ _____	\$ _____
	f. Excel Lvl 3 (Advanced); and	3	\$ _____	\$ _____	\$ _____	\$ _____
	g. Power Pt Lvl 1 (Basic);	3	\$ _____	\$ _____	\$ _____	\$ _____
	h. Power Pt Lvl 2 (Advanced):	2	\$ _____	\$ _____	\$ _____	\$ _____
	i. Visio Lvl 1;	2	\$ _____	\$ _____	\$ _____	\$ _____
	j. Visio Lvl 2;	2	\$ _____	\$ _____	\$ _____	\$ _____
	k. Windows 7;	2	\$ _____	\$ _____	\$ _____	\$ _____

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	I. OneNote Lvl 1;	1	\$ _____	\$ _____	\$ _____	\$ _____
	m.Outlook Lvl 1; and	1	\$ _____	\$ _____	\$ _____	\$ _____
	n. Outlook Lvl 2	2	\$ _____	\$ _____	\$ _____	\$ _____
2.	The following courses must be two (2) days in duration:					
	a. Access Level I (Basic).	1	\$ _____	\$ _____	\$ _____	\$ _____
	b. Access Lvl II - to include a general idea of switchboard and Macro;	1	\$ _____	\$ _____	\$ _____	\$ _____
	c. Project Lvl 1	1	\$ _____	\$ _____	\$ _____	\$ _____
	d. Project Lvl 2	1	\$ _____	\$ _____	\$ _____	\$ _____
	e. SharePoint Lvl 1	1	\$ _____	\$ _____	\$ _____	\$ _____
	f. SharePoint Lvl 2	1	\$ _____	\$ _____	\$ _____	\$ _____
3. Evaluated Price (GST/HST <b>excluded</b> ): (sum of: Contract Year 1 + Contract Year 2 + Optional Year 3)				\$ _____		

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**ANNEX "C"**

**DND 626 TASK AUTHORIZATION FORM**

(as attached)

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## ANNEX "D"

### MANDATORY TECHNICAL CRITERIA

#### Mandatory Technical Requirements at Solicitation Closing

Failure to meet any of the following mandatory requirements at solicitation closing will render your submission non-compliant and given no further consideration.

1. The Bidder must demonstrate compliance with the following statement:

"The firm or its training personnel have experience in successfully presenting all the courses being requested, and are currently able to provide the complete list of requested courses."

MEET \_\_\_\_\_ DOES NOT MEET \_\_\_\_\_

2. The Bidder is required to provide the name and course title for two (2) computer training clients for whom training has been provided to in the past. In addition, provide the address and telephone number of the proposed references. If this is not included with your bid, the Contracting Authority will contact you to request this information.

Client Name: \_\_\_\_\_

Courses Provided: \_\_\_\_\_

Client Name: \_\_\_\_\_

Courses Provided: \_\_\_\_\_

MEET \_\_\_\_\_ DOES NOT MEET \_\_\_\_\_

3. The Bidder is required to provide verification of how the requirements of Annex A parts 2.1 and 2.2 will be achieved. This may include a sample of instructional material, to be provided in .pdf format. Sample documents are to be no longer than eight (8) pages in length, and may cover any, or more than one, of the programs to be taught. Fax documents will not be accepted for reason of legibility. This information will form part of the technical evaluation process.

MEET \_\_\_\_\_ DOES NOT MEET \_\_\_\_\_

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## **ANNEX “E” 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):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)