

**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 Supply Arrangement - Demande pour un arrangement en matière d'approvisionnement

Offer to: Department of Public Works and Government Services

We hereby offer to provide to Canada, as represented by the Minister of Public Works and Government Services, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

Offre au: Ministère des Travaux publics et des Services  
gouvernementaux

Nous offrons par la présente de fournir au Canada, représenté par le ministre des Travaux publics et des Services gouvernementaux, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**

Training and Specialized Services Division/Division de la  
formation et des services spécialisés  
Terrasses de la Chaudière 5th Floor  
Terrasses de la Chaudière 5e étage  
10 Wellington Street,  
10, rue Wellington,  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> Learning Services SOSA	
<b>Solicitation No. - N° de l'invitation</b> E60ZH-2000LS/A	<b>Date</b> 2020-04-07
<b>Client Reference No. - N° de référence du client</b> E60ZH-2000LS	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$ZH-113-37688
<b>File No. - N° de dossier</b> 113zh.E60ZH-2000LS	<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 2020-05-19</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> LS SOSA Email Address	<b>Buyer Id - Id de l'acheteur</b> 113zh
<b>Telephone No. - N° de téléphone</b> (613)858-8571 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Various regions  Différentes régions	
<b>Security - Sécurité</b> This request for a Supply Arrangement includes provisions for security. Cette Demande pour un arrangement comprend des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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 (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>

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

**AND**

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

**FOR ALL FEDERAL GOVERNMENT DEPARTMENTS AND CROWN CORPORATIONS**

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

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

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

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

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

Please refer to Attachment C to Component I of the solicitation for the User Guide on How to Bid Online Using Centralized Professional Services System (CPSS).

Note: Bids cannot be revised after the RFSA/RFSO closing date and time.

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## COMPONENT I – RFSA AND/OR RFSO

### PART 1 - GENERAL INFORMATION

#### 1.1 Introduction

This RFSA/RFSO has three components:

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

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

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

#### 1.2 Acronyms and Key Terms

ACRONYMS	
CFTA	Canadian Free Trade Agreement
CPSS	Centralized Professional Services System
CSP	Contract Security Program
DCC	Data Collection Component
DOS	Designated Organizational Screening
FCP	Federal Contractors Program
FSC	Facility Security Clearance
JV	Joint Venture
LS	Learning Services
MSC	Main Supplier Contact
NAFTA	North American Free Trade Agreement
NCR	National Capital Region
NPP	Notice of Proposed Procurement
PBN	Procurement Business Number
PSAB	Procurement Strategy for Aboriginal Business
PWGSC	Public Works and Government Services Canada
RFP	Request for Proposal
RFSA	Request for Supply Arrangement
RFSO	Request for Standing Offer
SA	Supply Arrangement
SAAC	Standard Acquisitions Clauses and Conditions
SO	Standing Offer
SRCL	Security Requirement Check List
SRI	Supplier Registration Information

#### KEY TERMS

**Active/Inactive:** Only a SA or SO issued during the 2018 LS re-competition or during its Refresh Periods can either be 'Active' or 'Inactive', which refers to its current state in the CPSS ePortal. An Existing Supplier's SA and/or SO can be 'Inactive' (such as for non-submission of the Quarterly Usage Report), however, that does not prevent that supplier from bidding as an Existing Supplier.

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

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

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

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

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

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

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

**Existing Supplier:** Refers to a Bidder for this solicitation that currently holds a valid SA and/or SO under the LS method of supply. Only a SA or SO issued during the 2018 LS re-competition – i.e. E60ZH-1800LS/A or any of its refresh periods -- are considered “validly held” and their holders “Existing Suppliers”.

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

**MSC:** The MSC is the supplier's representative within the CPSS ePortal. There is one MSC for every Procurement Business Number (PBN) enrolled in CPSS.

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

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

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

### 1.3 Summary

This solicitation is a RFSA/RFSO to satisfy the Government of Canada's requirements for the provision of LS to locations throughout Canada, excluding locations in areas subject to any of the Comprehensive Land Claims Agreements.

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

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement, the North American Free Trade Agreement (NAFTA), the Comprehensive Economic and Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership, the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement, the Canada-Peru Free Trade Agreement, the Canada - Columbia Free Trade Agreement, and the Canada Panama Free Trade Agreement, if it is in force.

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

#### Designation as Set Aside

Part of this procurement may be designated by one or more Identified Users as set-aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB). In these specific cases, (i) the procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses and (ii) as per Article 800 of the CFTA, the CFTA does not apply.

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

#### **1.4 Streams and Categories**

This RFSA/RFSO covers the following streams:

Stream 1: Strategic Learning Advisory Services  
Stream 2: Instructional Design and Development Services  
Stream 3: Custom and Rapid eLearning Product Programming  
Stream 4: Multi-Media Design and Development  
Stream 5: Training Delivery  
Stream 6: Training Evaluation Services  
Stream 7: Project Management

Each Stream is further subdivided into single “Categories”. Details of the general definitions for the LS Streams and Categories are available on Annex A.

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

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

In regards to the SA resulting from this solicitation, all 7 Streams are structured according to the following Tiers:

Tier 1: Requirements valued at the NAFTA threshold and up to and including \$3.75 million  
Tier 2: Requirements valued at more than \$3.75 million

Note to Bidders: Bidders will be considered for both Tier 1 and Tier 2 when bidding for a SA since the evaluation is the same.

## 1.5 Regions/Metropolitan Areas

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

Regions:

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

Metropolitan Areas:

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

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

Note to Bidders: The selection of any Region by the Bidder does not extend an offer of services to any Metropolitan Areas. Regions and Metropolitan Areas are considered exclusive of each other for the purpose of offering services and must be individually selected during the Bidder's response in the DCC of CPSS. Bidders are encouraged to visit the [Definitions of the Remote/Virtual Access, Regions and Metropolitan Areas](#) page for more information.

## 1.6 Minimum Security Requirement

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

## 1.7 Debriefings

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

### **1.8 Anticipated migration to an e-Procurement Solution**

Canada is currently developing an online e-Procurement Solution for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting SA or SO that is issued under this solicitation, refer to the Article Transition to an e-Procurement Solution (EPS), Article 17 of Component II – Part A - SA and Article 18 of Component III – Part A - SO. The Government of Canada's [press release](#) provides additional information.

## **PART 2 - BIDDERS INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

#### **2.1.1 SACC Manual Clauses**

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

#### **2.1.2 Standard Instructions**

##### **Applicable to the RFSO:**

[2006](#) (2019-03-04) Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, is amended as follows:

**Delete:** sixty (60) days  
**Insert:** 220 calendar days

##### **Applicable to the RFSA:**

[2008](#) (2019-03-04) Standard Instructions – Request for Supply Arrangements – Goods or Services, are incorporated by reference into and form part of the RFSA.

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

**Delete:** sixty (60) days  
**Insert:** 220 calendar days

### **2.2 Bid Validity Period**

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

### **2.3 PBN and Legal Entity**

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

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

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

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

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

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

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

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

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

**2.4 Submission of Bids**

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

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

**2.5 Enquiries**

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

Bidders should reference as accurately as possible the numbered item of the RFSA/RFSO to which the enquiry relates. Care should be taken by suppliers to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that Bidders do so, so that the proprietary nature of the question is eliminated, and the reply to the question be provided to all Bidders through an amendment to this RFSA/RFSO posted on PWGSC's [BuyandSell](#). Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

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



## **2.6 Applicable Laws**

The issued SA/SO, and any contract awarded or call-up issued under the SA/SO 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 the bid, by selecting an alternate Canadian province or territory in the DCC under the “Company Information” section. If no change is made, this acknowledges that the applicable laws specified are acceptable to the Bidder.

## **2.7 Federal Contractors Program (FCP) for Employment Equity**

The FCP for employment equity requires that some contractors make a formal commitment to [Employment and Social Development Canada – Labour Program](#) to implement employment equity. In the event that this SA/SO would lead to a contract/call-up subject to the FCP for employment equity, the solicitation and resulting contract templates would include such specific requirements.

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

### **3.1 Bid Preparation Instructions**

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

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

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

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

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

#### **Section III - Certifications:**

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

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

#### **For Existing Suppliers:**

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

- a) signed Bidder's statement;
- b) signed grandfather certification;
- c) former public servant certification, if applicable;
- d) aboriginal certification, if applicable;
- e) workforce reduction program, if applicable; and
- f) integrity provisions & associated information.

#### **For New Bidders:**

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

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

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

- a) signed Bidder's statement;
- b) former public servant certification, if applicable;
- c) aboriginal business certification, if applicable;
- d) workforce reduction program certification, if applicable; and
- e) integrity provisions & associated information.

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

### **3.2 DCC**

Bidders must submit the completed "online response template" electronically through the CPSS Supplier Module - DCC, by the RFSA/RFSO closing date and time.

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

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

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

### **3.3 Bid Submission Grid**

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

The following descriptions are provided:

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

Column A	Column B	Column C	Column D
	<b>New Bidder:</b> Is not an Existing Supplier (not a current LS SA or SO Holder).	<b>Existing Supplier:</b> IS <u>NOT</u> changing the Technical Response already on file from the previous LS solicitation, nor requesting any additional Region(s), Stream(s), or Category(-ies).	<b>Existing Supplier:</b> IS applying for additional Stream(s) and/or Category(-ies) or is otherwise modifying their Technical Response already on file from the previous LS solicitation.
Company information (Supplier Profile)	INPUT IN DCC	CONFIRM IN DCC	CONFIRM IN DCC
Regional Information (Region & Metropolitan Area selection)	INPUT IN DCC	CONFIRM IN DCC	CONFIRM IN DCC & INPUT IN DCC (for any new regions)
<b>Section I Technical Bid</b>			
Mandatory M.1 - Months in Business	INPUT IN DCC & PROVIDE UPON REQUEST	N/A	N/A
Mandatory M.2 - Streams & Categories	INPUT IN DCC	CONFIRM IN DCC	INPUT IN DCC (for new Streams and Categories)
Mandatory M.3 - References Substantiation	INPUT IN DCC	N/A	INPUT IN DCC (for new Streams and Categories)
Mandatory M.4 - Confirmation of Business Volume – Financial Certification	INPUT IN DCC & PROVIDE UPON REQUEST	N/A	CONFIRM IN DCC & INPUT IN DCC (for new Streams and Categories)
Services Offering for SA and/or SO (Levels of Expertise for Streams and Categories)	INPUT IN DCC	CONFIRM IN DCC	INPUT IN DCC (for new Streams and Categories)
<b>Section II Financial Bid</b>			
Financial Offer (for the RFSO only)	INPUT IN DCC (if bidding for SO)	INPUT IN DCC (if bidding for SO)	INPUT IN DCC (if bidding for SO)
<b>Section III Certifications</b>			
Security	INPUT IN DCC	CONFIRM IN DCC	CONFIRM IN DCC
FCP for Employment Equity	INPUT IN DCC	INPUT IN DCC	INPUT IN DCC
Former Public Servant Certification (if applicable)	INPUT IN DCC	INPUT IN DCC	INPUT IN DCC
Aboriginal Business Certification (if applicable)	INPUT IN DCC (& PROVIDE UPON REQUEST if applicable)	INPUT IN DCC (& PROVIDE UPON REQUEST if applicable)	INPUT IN DCC (& PROVIDE UPON REQUEST, if applicable)
Grandfather Certification	N/A	INPUT IN DCC & PROVIDE UPON REQUEST	INPUT IN DCC & PROVIDE UPON REQUEST

Column A	Column B	Column C	Column D
	<b>New Bidder:</b> Is not an Existing Supplier (not a current LS SA or SO Holder).	<b>Existing Supplier:</b> IS <u>NOT</u> changing the Technical Response already on file from the previous LS solicitation, nor requesting any additional Region(s), Stream(s), or Category(-ies).	<b>Existing Supplier:</b> <u>IS</u> applying for additional Stream(s) and/or Category(-ies) or is otherwise modifying their Technical Response already on file from the previous LS solicitation.
Work Force Reduction Program Certification (if applicable)	INPUT IN DCC	INPUT IN DCC	INPUT IN DCC
Integrity Provisions & Associated Information	INPUT IN DCC & PROVIDE UPON REQUEST	INPUT IN DCC & PROVIDE UPON REQUEST	INPUT IN DCC & PROVIDE UPON REQUEST
Request for Security Sponsorship	INPUT IN DCC (if desired)	INPUT IN DCC (if desired)	INPUT IN DCC (if desired)
Bidder's Statement	INPUT IN DCC & PROVIDE UPON REQUEST	INPUT IN DCC & PROVIDE UPON REQUEST	INPUT IN DCC & PROVIDE UPON REQUEST

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

### **4.1 Evaluation Procedures**

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

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

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

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

### **4.2 Technical Evaluation**

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

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

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

### **4.4 Basis of Selection**

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

#### **Step 1 - Technical Evaluation:**

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

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

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

#### **Step 2 - Financial Evaluation (SO Only):**

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

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

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

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

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

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

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

#### **4.5 Security Requirement**

##### **4.5.1 For the SO:**

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

- a) the Bidder must hold a valid DOS, issued by the CSP of PWGSC; and
- b) JV Bidders must hold a valid DOS as well, for each member.

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

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

##### **4.5.2 For the SA:**

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

- a) the Bidder must hold a valid DOS, issued by the CSP of PWGSC; and
- b) JV Bidders must hold a valid DOS as well, for each member.

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

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

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

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

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

**Notes to Bidders:**

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

Bidders may request that the SA/SO Authority consider security sponsorship of their candidacy to upgrade the Bidder to the next security level that is above their current security level or to seek initial DOS clearance. Such sponsorship is only available for one level of upgrade at a time. This request may be made at any time before or after bid closing by sending the request to the following email address:

[TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca) to the attention of the SA/SO Authority or by completing the Sponsorship Certification in the DCC which forms part of the electronic submission. If sponsorship is anticipated, the Bidder is encouraged to contact LS as soon as possible so that the process can be started. There is no need for the Bidder to wait for the solicitation to close before advising LS of the need to be sponsored.

**4.5.4 Security Sponsorship of Foreign Bidders**

Canada will not consider security sponsorship of foreign bidders that do not already hold a valid security clearance from their host country. A foreign bidder that does not have a security clearance in its own country will first need to obtain a security clearance from their respective government and provide proof to the SA Authority prior to seeking Canadian security sponsorship.



## PART 5 - CERTIFICATIONS

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

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

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

### JV

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

#### Certifications Precedent to Issuance of a SA and/or SO:

- 5.1 grandfather certification (Existing Suppliers only);
- 5.2 Bidder's statement;
- 5.3 former public servant;
- 5.4 aboriginal business certification;
- 5.5 FCP for employment equity certification;
- 5.6 work force reduction program certification; and
- 5.7 integrity provisions & associated information.

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (year-month-day)

## 5.2 Bidder's Statement

All Bidders:

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

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

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

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

Is the Bidder (Select all that apply):

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (year-month-day)

## 5.3 Former Public Servant

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

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

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

#### 5.4 Aboriginal Business Certification

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

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

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

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date (year-month-day)

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

Who is eligible?

An Aboriginal business, which can be:

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

OR

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

OR

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

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

- capital stock and equity accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options;
- dividend policy and payments;
- existence of stock options to employees;
- different treatment of equity transactions for corporations, partnerships, JV, community organizations, cooperatives, etc.;
- examination of charter documents, i.e., corporate charter, partnership agreement, financial structure;
- concentration of ownership or managerial control in partners, stockholders, officers trustees and directors based definition of duties;
- principal occupations and employer of the officers and directors to determine who they represent, i.e. banker, vested ownerships;
- minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction;

- executive and employee compensation records for indication of level of efforts associated with position;
- nature of the business in comparison with the type of contract being negotiated;
- cash management practices, i.e., payment of dividends - preferred dividends in arrears;
- tax returns to identify ownership and business history;
- goodwill contribution/contributed asset valuation to examine and ascertain the Fair Market value of non cash capital contributions;
- contracts with owners, officers and employees to be fair and reasonable;
- stockholder authority, i.e. appointments of officers, directors, auditors;
- trust agreements made between parties to influence ownership and control decisions;
- partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios;
- litigation proceedings over ownership;
- transfer pricing from non-Aboriginal JV;
- payment of management or administrative fees;
- guarantees made by the Aboriginal business;
- collateral agreements.

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

Yes:

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

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

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

- i. meets the requirements for the Program and will continue to do so throughout the duration of the contract or call-up;
- ii. will, upon request, provide evidence that it meets the eligibility criteria;
- iii. is willing to be audited regarding the certification; and
- iv. acknowledges that if it is found NOT to meet the eligibility criteria, the bidder will be subject to one or more of the civil consequences set out in the certification and the contract or call-up.

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

It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited. The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated

because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada will, upon the request of Canada, be borne by the business.

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

**Ownership and Control**

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

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

**Employment and employees**

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

**Owner/Employee Certification Form**  
**SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS**

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

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

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

\_\_\_\_\_  
 Name and Title

\_\_\_\_\_  
 Date

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

**Subcontracts**

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

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

**Who is an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business?**

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

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

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

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

For further information on the Set-Aside Program for Aboriginal Business, contact the Procurement Strategy for Aboriginal Business (PSAB) of the Indigenous and Northern Affairs Canada by email [saea-psab@aadnc-aandc.gc.ca](mailto:saea-psab@aadnc-aandc.gc.ca) or by telephone at 1-800-400-7677 or fax 819-956-9837.

### Set-Asides for Aboriginal Business

1. This procurement is set aside under the federal government's PSAB, as detailed in Annex 9.4 Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.
2. The Supplier:
  - i. certifies that it meets, and will continue to meet throughout the duration of the SA and/or SO, the requirements described in the above-mentioned annex;
  - ii. agrees that any subcontractor it engages under the SA and/or SO or must satisfy the requirements described in the above-mentioned annex;
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Supplier must check the applicable box below:

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

OR

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

4. The Supplier must check the applicable box below:

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

OR

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

5. The Supplier must, upon request by Canada, provide all information and evidence supporting this certification. The Supplier must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Supplier must provide all reasonably required facilities for any audits.

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

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

7. I am \_\_\_\_\_ (insert "an owner" and/or "a fulltime employee") of \_\_\_\_\_ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual, entitled "Requirements for the Set-aside Program for Aboriginal Business".



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

\_\_\_\_\_  
Printed name of owner and/or employee

\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Date

### 5.5 FCP for Employment Equity

The FCP for employment equity certification no longer applies to the list of LS method of supply mandatory certifications as it has changed to a notification and can be found under 2.7 of Part 2, FCP for Employment Equity of this solicitation. Although this certification can still be found in the DCC of the CPSS ePortal, it does not require any input by the bidder (i.e. it can be left blank).

### 5.6 Work Force Reduction Program

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

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

### 5.7 Integrity Provisions & Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Arrangement of Standard Instructions [2008](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

All Bidders:

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

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

By submitting a bid the Bidder is certifying that:

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

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

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

## **Attachment A to Component I**

### **Mandatory Technical Evaluation Criteria for the SA and SO**

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

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

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

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

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

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

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

**Example 4:** Company DEF is an Existing SA and/or SO Supplier for 3 Categories in Stream 4 and does not wish to supply more Categories. The Existing Supplier would not have to provide references under M.3, but still needs to complete the DCC to manually indicate, under the new stream, the resource categories that are currently substantiated. The Supplier must also confirm its compliance with the Grandfathering Certification.

The following definitions apply to the evaluation of bids:

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

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

The Mandatory Requirements are as follows:

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

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

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

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

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

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

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

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

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

## **M.2 Streams and Categories**

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

For each Category being offered, a Bidder must have provided LS that closely match the services outlined for that Category as described at Annex A – Streams and Categories. The LS must have been previously provided by the same legal entity submitting a bid to this solicitation to an Outside Client within the last 3 years prior to the RFSA/RFSo closing date.

**M.2.1** For each 'Newly Substantiated' Category, New Bidders must provide in the DCC of CPSS, a reference who can substantiate that the LS were provided by the same legal entity submitting a bid to this solicitation within the last 3 years from this solicitation's closing date and as required, as per M.3 below.

**M.2.2** For each 'Newly Substantiated' Category, Existing Suppliers must provide in the DCC of CPSS, a reference who can substantiate that the LS were provided by the same legal entity submitting a bid to this solicitation within the last 3 years from this solicitation's closing date and as required, as per M. 3 below.

**M.2.3** For all currently held Streams being grandfathered, Existing Suppliers must submit via email upon request by Canada, the Grandfather Certification in Part 5 to Component 1 of this RFSA/RFSO.

**M.2.4** For all currently held Streams and Categories being grandfathered, Existing Suppliers must select 'Currently Offered' at the Stream level and 'Currently Substantiated' at the Category level in the DCC of CPSS.

An Existing Supplier cannot (and is not required to) re-substantiate a grandfathered category currently held if that Category was awarded previously. For example, if an Existing Supplier is currently qualified for a Category 1.1, the DCC of CPSS will not allow the Existing Supplier to re-qualify for 1.1 and should automatically identify Category 1.1 as 'Currently Substantiated'.

See Attachment C of Component I for additional navigation instructions.

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

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

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

In the case of JV:

- f) must be able to substantiate the LS were provided by at least one member of a JV.

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

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

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

- i. client (government department/company name);
- ii. contact name;
- iii. position;
- iv. telephone;
- v. primary email address;
- vi. alternate email address; and
- vii. contract/project reference #.

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

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

**M.3.2** For the evaluation of each Newly Substantiated Categories, substantiating information will be obtained based on an email similar to the example below sent to the reference indicated in the bid. Bidders are encouraged to inform their references that PWGSC may be contacting them via email to validate the information during the bid evaluation period. Additionally, references should be informed to expect the correspondence to be in both of Canada's official languages.

The content of the substantiating email may be as per the following:

Hello,

A response is requested by {PROVIDE RESPONSE WITHIN 5 DAYS FROM CURRENT DATE}.

Public Works and Government Services Canada (PWGSC) has received a bid from {SUPPLIER LEGAL NAME}, (operating as {SUPPLIER OPERATION NAME}) in an effort to pre-qualify in the Learning Services method of supply.

Your name has been provided by {SUPPLIER LEGAL NAME}, (operating as {SUPPLIER OPERATION NAME}) as the main reference contact who could please answer the following:

1. Were the services identified in the below table provided to you by the company within the last 3 years immediately prior to Month, Day, Year? (Yes/No)
2. Were the services provided by the bidder for the category(-ies) indicated in the below table similar to the Learning Services category(-ies) descriptions, as found at the following hyperlink: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/categories-eng.html>?

A Yes, No, or Unable response is required to be input into the below table for each of the identified category(-ies).

A response of 'unable' should be used in the table below if you:

- 1) are or have been employed by the bidder,
- 2) acted as a consultant to the bidder, or
- 3) are on the bidder's list of Board of Directors.

[CATEGORY REFERENCE TABLE INSERTED HERE]

Note: The text below the column titled "Contract/Reference number" appears exactly as the bidder input into their bid and therefore may not appear translated.

Your response is necessary in order for PWGSC to determine whether or not these categories are responsive, and may be shared with the bidder during a debrief, if one is requested. Not responding to this email may render these categories as non-responsive.

Should you have any questions regarding this reference substantiation process, please do not hesitate to contact us."

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

- a) The reference indicates a "Yes" relating to the Category requested: This substantiates the Category and the Bidder's SA and/or SO will include that Category if all other requirements are met.
- b) The reference indicates a "No" or "Unable" relating to a Category requested: This does not substantiate the reference and that particular Category will not be included in the Bidder's SA or SO, should one be issued.
- c) In the event that no response is received from the 1st reference by the due date stated in the original email, an email will be sent to the 2nd reference requesting that they respond to the questions stated. If no response is received to the second request by the time and date indicated in the email, that particular Category will not be included in the Bidder's SA or SO, should one be issued.
- d) In the event information is received via return email that the original email sent to the 1<sup>st</sup> reference was improper, or the email address is no longer valid, or the 1<sup>st</sup> reference is absent for a time beyond the response due date required by PWGSC, the evaluation team will send the email to the 2nd reference in accordance with article c) above. If information is received via return email that the email sent to the 2nd reference was invalid or the 2nd reference is absent, the reference check process will end. The Bidder will be deemed non-responsive in that Category will not be included in the resulting SA or SO, should one be issued. The Bidder can re-apply for that Category at a SA refresh or a SA/SO re-competition.
- e) In the event both references decline the reference substantiation process for that Category, the Bidder will be deemed non-responsive in that Category. The Bidder can re-apply for the Category at a SA refresh or a SA/SO re-competition.

#### **M.4 Confirmation of Business Volume - Financial Certification**

For Existing Suppliers, Canada does not require a demonstration of this requirement, unless they are bidding to additional Stream(s) and/or Category(-ies).

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

- Stream 1: \$150,000 Strategic Learning Advisory Services;
- Stream 2: \$150,000 Instructional Design and Development Services;
- Stream 3: \$150,000 Custom and Rapid eLearning Product Programming;
- Stream 4: \$150,000 Multi-Media Design and Development;
- Stream 5: \$150,000 Training Delivery;
- Stream 6: \$50,000 Training Evaluation Services; and
- Stream 7: \$150,000 Project Management.

To demonstrate this requirement New Bidders must:

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

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

For example, if JV Member 1 has invoiced a gross business volume in sales of 100,000 CDN within the last 3 years preceding the closing date of the RFSA/RFSO solicitation, and JV Member 2 has invoiced a gross business volume in sales of \$50,000 CDN within the last 3 years preceding the closing date of the RFSA/RFSO solicitation, their JV has met the mandatory criteria.

**M.4.3** PWGSC reserves the right to verify the provided proof of compliance was true as of the closing date of this RFSA/RFSO solicitation by requesting additional financial information from the New Bidder or by other means, at any time prior to and after SA and/or SO issuance or during their performance, and that untrue statements may result in the bid being declared non-responsive or any other action which Canada may consider appropriate, including the suspension, withdrawal, or set-aside of the SA and/or SO once a SA/SO have been issued.



## ATTACHMENT B TO COMPONENT I

### SO Financial Evaluation

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

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

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

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

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

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

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

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

#### 2. Conduct of Financial Evaluation

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

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

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

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

**Example 2:** In the following even number of per Diem rates: 100, 150, 200, 300, 400, 900, the median is calculated by adding together the middle pair of per diem rates and dividing by two: 250. The median minus 30% would be 175 and the median plus 30% would be 325, thus rendering the per diem rates 200 and 300 financially compliant.

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

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

## ATTACHMENT C TO COMPONENT I

### Step by Step Guide to Bidding Online By the CPSS ePortal

This step-by-step guide is provided to explain how to enter a bid submission to this solicitation using the DCC of the CPSS ePortal.

The online bidding process should only be undertaken by the bidder **after** a complete review of the entire RFSA/RFSO solicitation document.

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

The information seen in each of the captured images below is provided as examples only and is not intended to be a comprehensive representation of how a bidder's information might display, or what bid specific data is to be submitted to PWGSC.

#### Log into the Supplier Module of the CPSS ePortal

1. Bidders must log into CPSS via the [Supplier Credential Verification login](#) using the SMC User ID and password supplied to you by the CPSS ePortal at the time of enrolment.

2. Bidders who have trouble logging in must contact the CPSS team directly for enrolment questions or assistance: [tpsgc.sspc-cpss.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.sspc-cpss.pwgsc@tpsgc-pwgsc.gc.ca)

3. Once logged in, from the Welcome Screen, click on the 'Solicitation Dashboard' (*Fig. 1.a*)

4. From the 'Open Solicitations' section of the Solicitation Dashboard page, click on the link of the current opportunity for LS (solicitation and/or period number as determined by the current tender notice posted on PWGSC's [BuyandSell](#)).

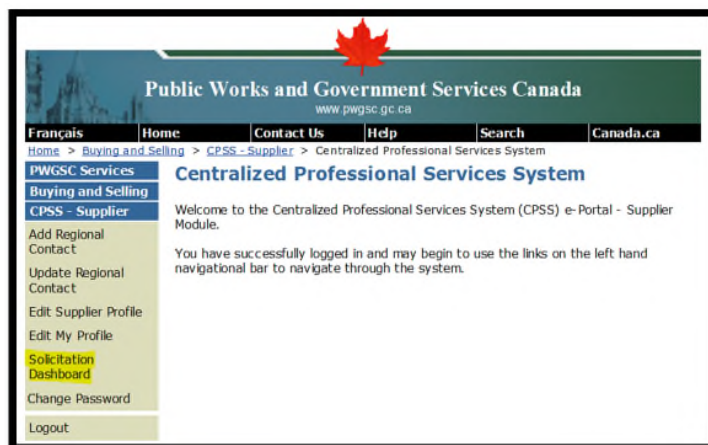


Fig. 1.a

## The 'Supplier Response – Home' Page

The 'Supplier Response – Home' page (*Fig. 2.a and Fig. 2.b*), also sometimes called the 'Response Home Page', is broken into the following areas:

'Designated Contacts', where, if desired by the bidder, a SMC can give login accounts to other persons from their company in order for them to help work on this bid response.

**Note:** only the SMC account holder can submit the bid.

'Grandfather Certification', where no action from the bidder is required.

'Sections', which contains links leading to the all the data submission pages needed to enter mandatory bid information.

At the bottom of the 'Response Home Page' are the 'Save Response' and 'Submit Response' buttons. The 'Submit Response' button is only visible to the SMC account holder.

'Save Response' may be clicked at any time to save your progress.

'Submit Response' can only be successfully clicked by the SMC account holder after all of the Statuses in the Table of Contents have been set to 'Completed'.

**Note:** 'Completed' statuses are not set automatically by the system, but manually by the bidder when they decide they have completed work in a given section.

Fig. 2.a

Fig. 2.b

## Choose Which Tiers To Offer

From the 'Supplier Response – Home' page, click the 'Tiers' link to proceed to the 'Tiers' page (*Fig. 3.a*)

1. Select either the SO or SA Tier 1 & 2, or both, depending on what you wish to offer.
2. Click 'Save'.
3. Click 'Return to Response Home Page' at the bottom of the page.
4. Back on the 'Response Home Page', set the Status indicator for the Tiers Section to 'Complete' and click the 'Save Response' button.

Fig. 3.a

## Confirm Your Company Information

From the 'Supplier Response – Home' page, click the 'Company Information' link to proceed to the 'Company Information' page (*Fig. 4.a*)

**Note:** Much of the information on this page will have already been provided by you during your self-enrolment into the CPSS ePortal.

1. Select the Legal Nature of your company from the dropdown, if it is not already present as greyed-out information from a previous bid.

2. Select the province or territory applicable to your company, if it is not already present as greyed-out information.

3. If you self-identified during enrolment as a JV, click on 'Enter your joint venture information' to enter the information for each JV member.

4. Click the 'Save' button.

5. Click 'Return to Response Home Page' at the bottom of the page.

*Fig. 4.a*

6. Back on the 'Response Home Page', set the Status indicator for the 'Company Information' section to 'Complete' and click the 'Save Response' button.

## Choose Which Regions To Offer

From the 'Supplier Response – Home' page, click the 'Regional Information' link to proceed to the 'Regional Information' page.

1. At the top of the page, select the Region and Metropolitan Areas to which you to provide LS (*Fig. 5.a*). Use the 'Select All' button to quickly select all Region and Metropolitan Areas, if so desired.

**Note:** Selecting a Region such as 'Ontario' does not mean that Metropolitan Areas like Toronto or the NCR are automatically selected as well. Neither will it cause your company to appear in Toronto nor NCR searches performed by client departments, should a SA or SO be issued. Make sure to select all Regions and Metropolitan Areas to which you wish to offer your services.

2. Click 'Update'.

*Fig. 5.a*



3. Scroll down to “Regional Contact Information” (Fig. 5.b).

4. Select from the dropdowns the contact person for each of the Regions and Metropolitan and click “Update”. Regional Contacts ***must*** be submitted for all Regions/Metropolitan Areas.

**Note:** if no regional contact is assigned for a specific Region/Metropolitan Area, the search results for that Region/Metropolitan Area will not have contact information displayed for your company. It is the supplier's responsibility to ensure that regional contacts have been selected for all Regions and Metropolitan Areas for which they wish to offer their services.

5. If an additional Regional Contact needs to be created in the dropdown, use the ‘Add Regional Contact’ link located beneath the dropdowns. The person whose name and email address are provided will be sent login credentials by the CPSS ePortal upon the issuance of an SA or SO.

6. Click ‘Update’

7. Scroll down to ‘Local Offices’ (Fig. 5.c). Local Office information is applicable to Metropolitan Areas only and it is not mandatory.

8. Assign a local office from the dropdown menu beside the appropriate Metropolitan Area. If an additional Local Office needs to be created in the dropdown, use the ‘Add New Local Office’ link located beneath the dropdowns.

9. Click ‘Update’.

10. Scroll down to ‘Language Preferences for Client Communication’ (Fig. 5.d) and select the language preference from the drop down menus for each Region/Metropolitan Area.

11. Click ‘Update.’

**Note:** The Regional Contact, Local Office, and Language Preference information entered in these steps can be modified by the Bidder at any time after issuance, by logging into the CPSS ePortal with the SMC account during the term of their SA or SO. However, Regions and Metropolitan Areas themselves cannot be added except via a solicitation bid submission (either during a Refresh period or a full Re-competition).

12. Click ‘Return to Response Home Page.’

13. Back on the ‘Response Home Page’, set the Status indicator for the ‘Regional Information’ section to ‘Complete’ and click the ‘Save Response’ button.

Fig. 5.b

Fig. 5.c

Fig. 5.d

## Create A Bidding Group or Bidding Groups

From the 'Supplier Response – Home' page, click the 'Mandatory Criteria' link to proceed to the 'Mandatory Criteria Groups' page (*Fig. 6.a*)

1. If the intent is to bid for the same Streams and Categories under both SA and the SO, click the boxes for both and then click 'Add'. This will create a bidding Group 1 (*Fig. 6.b*).

2. If the intent is to bid for different Streams or Categories between Components or Tiers -- e.g. three streams in SA and only two in the SO -- the Bidder can create a Group 1 for SA and a Group 2 for the SO.

**Note:** When more than one bidding group is created, mandatory criteria must be entered separately for each group.

3. Groups may be edited, if needed, using the 'Click here to edit...' link.

**Note:** Existing Suppliers may find a bidding group or bidding groups carried over in a fixed state from earlier bids. In this case, the 'Click here to edit' link may either be no longer available, or unresponsive.

4. From the 'Mandatory Criteria Groups' page, click the 'Group 1' link to proceed to the 'Mandatory Criteria Group 1' page (*Fig. 6.c*).

**Mandatory Criteria Groups**

Please ensure that you have saved/updated each section of your response before leaving that section especially after modifying your response.

Should you wish to provide different mandatory criteria (e.g.: project summaries, references, etc.) for different components and/or tiers available under this solicitation, you can do this by setting up your mandatory criteria groups. Simply create your groups by selecting the component and/or tier(s) that you would like to group together and click "Add". This allows for you to provide different mandatory criteria responses (e.g./ project summaries and/or references) per component and/or tier.

Once the group(s) have been created, you can click on the Group Title (e.g./ Group 1) and begin to complete the mandatory criteria for that particular group. This will need to be done for each group created.

**Add Group**

☐ SO

☐ SA

*Fig. 6.a*

**Mandatory Criteria Groups**

Please ensure that you have saved/updated each section of your response before leaving that section especially after modifying your response.

Should you wish to provide different mandatory criteria (e.g.: project summaries, references, etc.) for different components and/or tiers available under this solicitation, you can do this by setting up your mandatory criteria groups. Simply create your groups by selecting the component and/or tier(s) that you would like to group together and click "Add". This allows for you to provide different mandatory criteria responses (e.g./ project summaries and/or references) per component and/or tier.

Once the group(s) have been created, you can click on the Group Title (e.g./ Group 1) and begin to complete the mandatory criteria for that particular group. This will need to be done for each group created.

**Group 1**

- SO
- SA

[Click here to edit setup of Group 1](#)

*Fig. 6.b*

**Mandatory Criteria Group 1**

Please ensure that you have saved/updated each section of your response before leaving that section especially after modifying your response.

Mandatory Criterion
<a href="#">Number of Months in Business</a>
<a href="#">Stream Information</a>
<a href="#">Confirmation of Business Volume</a>

*Fig. 6.c*

## Enter Your Months In Business

1. From the 'Mandatory Criteria Group 1' page, click the 'Number of Months in Business' link to continue to the 'Number of Months in Business' page (*Fig. 7.a*).
2. As per Mandatory Criteria M.1 of Attachment A to Component 1, New Bidders must have carried on business as the same legal entity for a minimum of 3 years as of the closing date of the RFSA/RFSO solicitation. Enter the date the Bidder's business was established in the space provided.
3. In the Page Reference field enter "None". LS has a paperless submission process.
4. If the New Bidder is a JV, enter the date the JV was established and the information requested for each JV member. Each member of the JV must meet the 3 years in business requirement.
5. Click 'Save'.
6. Click 'Return to Mandatory Criteria'.

Fig. 7.a

## Select Streams to Offer

From the 'Mandatory Criteria Group 1' page, click the 'Stream Information' link to proceed to the 'Stream and Categories Selections' page (*Fig. 8.a*)

1. Read the instructions on the page beneath the 'Instructions' header.
2. Scroll down to the 7 Stream selection dropdowns.
3. For each of the 7 Streams, New Bidders must select either 'Newly Offered' or 'Not Offered'. New Bidders must never select 'Currently Offered'.

Fig. 8.a

4. For each of the 7 Streams, Existing Suppliers must select either 'Newly Offered', 'Currently Offered' or 'Not Offered'. Some streams may already be marked as 'Currently Offered', being carried over from earlier bids.
5. When all 7 Streams have a status, click 'Save'. A notice should appear at the top of the page: 'The Stream information was successfully updated.'
6. Scroll down. 'View Categories' link(s) should now be available beside each Stream being offered.



## Select Categories to Offer

From the 'Stream and Categories Selections' page, click a Stream's 'View Categories' link to proceed to the 'Categories' page (*Fig. 9.a*)

1. Read the instructions on the page beneath the 'Instructions – General' header.

2. Scroll down to the Category selection dropdowns (*Fig 9.b*).

3. For every Category you wish to substantiate, select 'Newly Substantiated' from its dropdown.

**Note:** Take careful note of the minimum number of Categories required to be awarded a Stream as specified in Mandatory Criteria M.2.1 of Attachment A to Component 1. For example, bidding for only one 'Newly Substantiated' Category within a Stream means that regardless of whether or not the Category is substantiated by its reference, both the Stream and that Category will be found non-compliant during an evaluation, as the minimum number of Categories needed to validate the Stream cannot be achieved.

4. New Bidders must select either 'Not Offered' or 'Newly Substantiated' for any Category you wish to offer. Existing Suppliers must select 'Newly Substantiated' for any new Category you wish to offer.

5. Indicate the "Status" of each Category by using the dropdown menu. When all Categories have a selected status in their dropdowns, click 'Save' at the bottom of the page. **Note:** The status "Newly Unsubstantiated", "Currently Unsubstantiated" and "Currently Unsubstantiated - Now Substantiated" are not used in this RFSA/RFSO.

6. 'Substantiate Reference' links will appear next to each Category that has been selected as 'Newly Substantiated'.

*Fig. 9.a*

*Fig. 9.b*

## Enter Reference Information

From the 'Categories' page, click the 'Substantiate Reference' link for the first Category you wish to provide with reference information (*Fig. 10.a*)

1. Click 'Substantiate Reference'.

2. On the 'Category - Substantiation' page for the Category in question (*Fig. 10.b*), enter the reference information in the fields provided as per Mandatory Criteria M.3 and M.3.1 of Attachment A to Component 1.

3. In the 'Client (Government Department/Company Name)' field, enter the client information for the reference who contracted with your company for the services in question.

*Fig. 10.a*

*Fig. 10.b*

4. In the 'Contact Name' field, enter the name for the reference who contracted with your company for the services in question.

5. In the 'Position' field, enter the position or title for the reference, if any.

6. In the 'Telephone' field, enter the telephone number for the reference, if any.

Note: The evaluation procedure for reference substantiation are outlined in Mandatory Criteria M.3.3 of Attachment A to Component 1, and bidders must note that although the bidding module of the CPSS ePortal allows us to collect telephone information, it is not used during the reference check procedure.

7. In the 'Email' field, enter the Primary Email Address for the reference.

8. In the 'Email 2' field, enter an Alternate Email Address. As per Mandatory Criteria M.3.1 of Attachment A to Component 1, this can be an alternate email address for the reference or an email address for a separate individual representing the same project. If no alternate email address is available, Bidders are encouraged to repeat the email address inputted in the first 'Email' field.

9. In the 'Contract/Project References #' field, enter the title of the project or contract.

10. Click on the 'Update the reference' button'.

11. At the bottom of the page, click on either 'Back to Categories' (if there remain Categories within the same Stream that need reference information added to them) or 'Return to Response Home Page'.

### Confirm Business Volume

From the 'Mandatory Criteria Group 1' page, click the 'Confirmation of Business Volume – Financial Declaration' link to proceed to the 'Confirmation of Business Volume – Financial Declaration' page.

1. Read the instructions on the page.
2. Indicate via the checkbox whether or not your company meets the stated criteria (*Fig. 11.a*).
3. Click 'Save'.
4. Click 'Return to Response Home Page'.

**Financial Certification for Stream 1**

In order to correctly prepare a bid, all Bidders must read the LS RFSA/RSO available on [buyandsell.gc.ca/tenders](http://buyandsell.gc.ca/tenders)

For more details about this requirement: please refer to Attachment A of Component I.

For DCC Navigation Instructions: please refer to Attachment C of Component I.

As per Criterion M.4 of Attachment A to Component I of the RFSA/RSO:

In the case of Bidders who are Existing Suppliers, Canada does not require a demonstration of this requirement unless he wants to bid on additional stream(s) and/or category(-ies).

By selecting « I agree to the statement below », the Bidder is certifying that for the applicable stream(s) and/or category(-ies):

- 1) Within the last 3 years of the closing date and time of this RFSA/RSO solicitation, the New Bidders must have invoiced a gross business volume in sales in the amount of at least:
  - Stream 1: \$150 000 Strategic Learning Advisory Services.
- 2) Submit via e-mail upon request by Canada, proof of compliance (e.g. financial information, invoices, tax returns, etc.).

**OR:**

If the New Bidder is a joint venture:

Business Volume requirement and proof of compliance can be met by a total of the gross business volume of the joint venture members. Refer to Attachment A to Component I for an example.

☐ I agree to the statement above.

Save

Fig. 11.a

## Enter Certifications

1. From the 'Response Home Page' click on the link called "Certifications" to visit the 'Certifications' page (Fig. 12.a). Complete each certification according to the directives contained within Part 5 - Certifications.

### 2. Security

a) Click on the "Security" link.

b) Indicate the highest organizational security clearance level that is currently held by your company, or by the member companies of your JV. If you are unsure of your company security clearance, please contact the Industrial Security Sector Service Centre at 1-866-368-4646 or [ssi-iss@tpsgc-pwgsc.gc.ca](mailto:ssi-iss@tpsgc-pwgsc.gc.ca). Foreign-based bidders should please contact the designated security organization within their native country.

c) If your company does not currently have security clearance, these fields should indicate "None".

d) Click the "Save" button.

e) Click the "Return to Certifications" link.

Fig. 12.a

**Note:** If this is a bid from a JV, the JV's security clearance level that must be indicated is that of the highest security level shared by all members of the JV constituent members independently. For example, if a JV is made up of three organizations, two of which are cleared at FSC Top-Secret, and one of which is cleared as DOS, the JV's security level is considered to be DOS.

### 3. Federal Contractors Program for Employment Equity

Although this certification link is accessible, it does not apply to this solicitation and can be left blank.

### 4. Former Public Servant

a) Click on the "Former Public Servant" link.

b) Indicate whether or not the Bidder is a Former Public Servant in receipt of a pension.

c) If you answered "yes", provide the name of the Public Servant, Date of Termination and a brief explanation. Existing Suppliers may have carried-over information.

d) Click the "Save" button.

e) Click the "Return to Certifications" link.

5. Aboriginal Supplier

- a) Click on the “Aboriginal Supplier” link.
- b) Indicate whether or not you wish to declare as an Aboriginal Supplier.
- c) If you answered “yes”, indicate the “Legal Nature” and the “Number of Employees”.
- d) Click the “Save” button.
- e) Click the “Return to Certifications” link.

6. Grandfather Certification

**Note:** this certification applies only to Existing Suppliers under LS. If you do not hold an existing LS SA or LS SO, this certification does not apply to you and may be left blank.

- a) Click on the “Grandfather Certification” link.
- b) Read the text and indicate via the checkbox whether or not you agree to the statement.
- c) Click the “Save” button.
- d) Click the “Return to Certifications” link.

7. Work Force Reduction Program

- a) Click on the “Work Force Reduction Program” link.
- b) Indicate whether or not the Bidder received a lump sum payment as a Former Public Servant pursuant to the terms of a Work Force Reduction Program.
- c) If you answered “yes”, complete the remaining fields. Existing Suppliers may have carried-over information.
- d) Click the “Save” button.
- e) Click the “Return to Certifications” link.

8. Integrity Provisions – Associated Information

- a) Click on the “Integrity Provisions – Associated Information” link.
- b) Read the text and indicate via the checkbox whether or not you agree to the statement.
- c) Click the “Save” button.
- d) Click the “Return to Certifications” link.

## 9. Security Sponsorship

- a) Click on the “Security Sponsorship” link.
- b) If your company is based in Canada and wishes to be sponsored to obtain either a DOS or an upgrade to an existing organizational security level, click “Yes” underneath ‘Does supplier require a Security Sponsorship?’. Otherwise, click “No”.
- c) If your company requires a sponsorship, select the appropriate security clearances. Information about the limits of the LS security sponsorship procedure can be found in Section 5 of Component 1, Part 4 – Evaluation Procedures and Basis of Selection).
- d) Click the “Save” button.
- e) Click the “Return to Certifications” link.

## 10. Bidder’s Statement

- a) Click on the “Bidder’s Statement” link.
- b) Read the text and indicate via the checkbox whether or not you agree to the statement.
- c) Click the “Save” button.
- d) Click the “Return to Certifications” link.

11. Click ‘Return to Response Home Page.’

12. Back on the ‘Response Home Page’, set the Status indicator for the ‘Certifications’ section to ‘Complete’ and click the ‘Save Response’ button.

## Enter Financial Rates for Standing Offer (if applicable)

1. From the ‘Response Home Page’ click on the link called ‘Financial Rates for Standing Offer’ to visit the ‘Financial Rates for Standing Offer’ page (*Fig. 13.a*).
2. All of the regions selected by the bidder on the Regional Information page will be displayed below the Regions/Metropolitan Areas subheader.
3. Click the first link displayed at the top of the listings (in the example provided at *Fig. 13.a*, this would be the Atlantic region).
4. Beneath the listing of Region/Metropolitan Areas links will appear a list of all LS Categories (*Fig 13.b*).
5. Enter all per diem rates and click ‘Save’ at the bottom of the page. A message should display: “Your rates have been saved.”

*Fig. 13.a*

**Note:** Existing Supplier SO holders may or may not find previous SO rates carried-over. It remains the bidder's responsibility to ensure that rates are properly input for the purposes of evaluation.

6. If you wish to copy your entered rates for the Region/Metropolitan Area you have just completed to all other Regions and Metropolitan Areas, click the 'Copy Information' link available just beneath the list of links (*Fig 13.a*).

7. You will be prompted to select the "Source" Region or Metropolitan Area with the inputted rates (in the above example it is the Atlantic Region.)

8. Once the "Source" is selected, the list of Region and Metropolitan Areas will display. Note that if your bid includes a SA, the SA Regions and Metropolitan Areas will be displayed as destination options for the rates (*Fig. 13.c*). As there are no rates associated with the LS SA, even if these checkboxes are selected, rate information will not copy over. Only the offered levels (Junior, Intermediate, and/or Senior) will be copied.

9. Indicate the destination Regions/Metropolitan Areas by selecting the appropriate check boxes. Click 'Copy'. A message should display: "Your rates have been saved."

10. Click 'Return to Financial rates for Standing Offer' to enter or change rates for other Regions or Metropolitan Areas.

**Source Region/Metropolitan Area**  
Atlantic

**Destination Regions/Metropolitan Areas**

SO	SA
<input type="checkbox"/> Atlantic	<input type="checkbox"/> Atlantic
<input type="checkbox"/> Halifax	<input type="checkbox"/> Halifax
<input type="checkbox"/> Moncton	<input type="checkbox"/> Moncton
<input type="checkbox"/> Quebec	<input type="checkbox"/> Quebec
<input type="checkbox"/> Quebec City	<input type="checkbox"/> Quebec City
<input type="checkbox"/> Montreal	<input type="checkbox"/> Montreal
<input type="checkbox"/> National Capital Region (NCR)	<input type="checkbox"/> National Capital Region (NCR)
<input type="checkbox"/> Ontario	<input type="checkbox"/> Ontario
<input type="checkbox"/> Toronto	<input type="checkbox"/> Toronto
<input type="checkbox"/> Western	<input type="checkbox"/> Western
<input type="checkbox"/> Winnipeg	<input type="checkbox"/> Winnipeg
<input type="checkbox"/> Saskatoon	<input type="checkbox"/> Saskatoon
<input type="checkbox"/> Edmonton	<input type="checkbox"/> Edmonton
<input type="checkbox"/> Calgary	<input type="checkbox"/> Calgary
<input type="checkbox"/> Pacific	<input type="checkbox"/> Pacific
<input type="checkbox"/> Vancouver	<input type="checkbox"/> Vancouver
<input type="checkbox"/> Victoria	<input type="checkbox"/> Victoria
<input type="checkbox"/> Remote/Virtual Access	<input type="checkbox"/> Remote/Virtual Access

Copy

*Fig. 13.b*

Atlantic

**Stream 1 - Strategic Learning Advisory Services**

Category	Junior	Intermediate	Senior
Learning Advisor			

**Stream 2 - Instructional Design and Development Services**

Category	Junior	Intermediate	Senior
Learning Designer			
Content Subject Matter Expert (SME)			
Technical Writer			

*Fig. 13.c*

11. Once all rates have been entered, click 'Return to Response Home Page'.

12. Back on the 'Response Home Page', set the Status indicator for the 'Financial Rates for Standing Offer' section to 'Complete' and click the 'Save Response' button.

### Offer Levels of Service For The Supply Arrangement (if applicable)

1. From the 'Response Home Page' click on the link called 'Services Offering for Supply Arrangement' to visit the 'Services Offering for Supply Arrangement' page.

2. All of the regions selected by the bidder on the Regional Information page will be displayed.

3. Click the first link displayed at the top of the listings.

4. Beneath the listing of links will appear a list of all Categories.

**Note:** By default, all levels (Junior, Intermediate, Senior) for the Categories being bid for are set automatically to 'Yes'.



5. If you wish to offer all levels (Junior, Intermediate, Senior) no action is required on this page, and no other Regions or Metropolitan Areas need to be checked. Scroll to the bottom of the page and click 'Save'. Then click 'Return to Response Home Page'. Do not continue with the steps below.
6. If you wish to remove a level for a Category or for multiple Categories (meaning that you would not wish to be invited to bid on client department Requests for Proposals involving that Category), select 'No' from the requisite dropdowns and click 'Save' at the bottom of the page. You have now set the levels for the first Region or Metropolitan Area and can proceed to the next Region on Metropolitan Area by clicking on its link from the listing, or:
7. If you wish to copy the configuration of offered levels to all other Regions and Metropolitan Areas, click the 'Copy Information' link available just beneath the list of links. You will be prompted to select the "Source" Region or Metropolitan Area with the configuration of offered services.
8. Once the "Source" is selected, the list of Region and Metropolitan Areas will reload with check boxes next to them.
9. Click 'Copy'. A message will display: "Your rates have been saved." After having used the 'Copy' function, you can still edit any Region on Metropolitan Area's offered levels by clicking on 'Return to Services Offering for Supply Arrangement'. Otherwise, click "Return to Response Home Page".
10. Back on the 'Response Home Page', set the Status indicator for the 'Services Offering for Supply Arrangement' section to 'Complete' and click the 'Save Response' button.

## Submit Your Bid

Once all information is completed and all Sections have had their Status indicators set to 'Complete', the bid is ready to be submitted. (Fig 14.a).

1. Click "Save Response."

**Note:** At this point you have NOT SUBMITTED the bid.

2. Click on the 'View/Export Current Draft Response' to see an HTML copy of your bid. At the top of the page there will be a 'Get PDF Version' link. Click the 'Get PDF Version' link in order to save a PDF of your bid content to your computer.

3. If you're on the page containing the HTML copy of your bid, click back to the 'Response Home Page.'

4. **Click "Submit Response" to send the bid to PWGSC.**

5. You should automatically receive a confirmation email at the email address associated with the SMC User ID.

If you do not, contact the CPSS Team directly for assistance: [tpsgc.sspc-cpss.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.sspc-cpss.pwgsc@tpsgc-pwgsc.gc.ca)

6. Before the closing date and time of the solicitation it is possible to re-enter your bid for the purposes of changing information and resubmitting the bid. PWGSC will receive only the lattermost submission.

**Sections**

Only the Main Contact may submit a response.

To submit a new response or to update your response, you must complete the sections below. You must set the status of all sections to 'Completed' in order to submit your response by clicking the 'Submit Response' button below. It is suggested that you complete the sections below in the order that they appear.

**Important Note:** Clicking the 'Save Response' button below does not submit the response to PWGSC.

Table of Contents	Status
<a href="#">Tiers</a>	Completed
<a href="#">Company Information</a>	Completed
<a href="#">Regional Information</a>	Completed
<a href="#">Mandatory Criteria</a>	Completed
<a href="#">Certifications</a>	Completed
<a href="#">Financial Rates for Standing Offer</a>	Completed
<a href="#">Services Offering for Supply Arrangement</a>	Completed

Solicitation will close: 2019-03-22 02:00 PM ET

Save Response Submit Response

Fig. 14.a

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

### **PART A – Supply Arrangement (SA)**

#### **1. SA**

The Learning Services (LS) method of supply is a government-wide procurement vehicle designed to provide access to pre-qualified Suppliers who can create, update or convert government owned training courses including training material for traditional classroom based training, eLearning/on-line training and blended learning as well as deliver government owned training.

This procurement methodology has been developed to cover 7 areas of expertise commonly requested: Strategic Learning Advisory Services, Instructional Design and Development Services, Custom and Rapid eLearning Product Programming, Multi-Media Design and Development, Training Delivery, Training Evaluation Services, and Project Management.

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

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

In addition to the clauses and conditions enumerated in Section 3 below, contracts resulting from this SA can, at the discretion of the Identified Users, incorporate: task authorizations, various security requirements, options to extend the contract (within the scope of the applicable Tier), and limitations of expenditure and liability. Also, at the discretion of the Identified Users, to add additional competencies to any category in Annex A for the type and level of education, certification or experience based on the expertise required for the category; and/or add accessibility criteria.

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

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



### 3. Standard Clauses and Conditions

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

[2020](#) (2017-09-21) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the SA.

#### 3.1 Resulting Contract Clauses

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

#### 3.2 SA Reporting

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

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

The data must be submitted on a quarterly basis using the Centralized Professional Services System (CPSS) QUR functionality, no later than 15 calendar days after the end of the quarterly report period.

The quarterly reporting periods are defined as follows:

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

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

### 4.0 Term of the SA

#### 4.1 Period of the SA

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

#### 4.2 Request for Supply Arrangement (RFSA) Ongoing Opportunity to Qualify

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

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

<b>LS Opportunity to Qualify Calendar</b>			
	<b>Estimated Posting Date</b>	<b>Estimated Closing Date</b>	<b>Estimated Date of Issuance</b>
Refresh Period 1	October 1, 2020	December 31, 2020	March 1, 2021
Refresh Period 2	January 4, 2021	March 31, 2021	June 1, 2021
Refresh Period 3	April 1, 2021	June 30, 2021	September 1, 2021

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

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

## **5. Authorities**

### **5.1 SA Authority**

The SA Authority is:

Jean-Sébastien Deslauriers, Manager  
 Training and Specialized Services Division – ZH  
 Public Works and Government Services Canada  
 Acquisitions Program, ADM - Procurement Branch  
 Professional Services Procurement Directorate  
 5<sup>th</sup> Floor, 10 Wellington Street, Terrasses de la Chaudière  
 Gatineau, Quebec, K1A 0S5  
 Email: [TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca)

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

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

### **5.2 Supplier's Representative**

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

- a) inform CPSS by email at [tpsgc.sspc-cpss.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.sspc-cpss.pwgsc@tpsgc-pwgsc.gc.ca), and
- b) inform the SA Authority by email at [TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca) and provide the following information:
  - name;
  - telephone number; and
  - email.

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

### 5.3 Supplier's Information

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

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

### 6. Identified Users (Clients)

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

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

### 7. Priority of Documents

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

- a) the articles of the SA;
- b) the General Conditions [2020](#) (2017-05-21), Supply Arrangement - Goods or Services;
- c) the General Conditions [2035](#), Higher Complexity - Services;
- d) the Supplemental General Conditions [4007](#), Canada to Own Intellectual Property Rights in Foreground Information;
- e) Annex C, Qualified Streams and Categories;
- f) Annex A, Streams and Categories;
- g) Annex B, SCRLs; and
- h) the Bidder's bid received in response to the RFSA.

### 8. Certifications

#### 8.1 Compliance

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

### 9. Applicable Laws

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

## 10. Suspension or Cancellation of qualification by Canada

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

## 11. Aboriginal Business Certification (if applicable)

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

## 12. Comprehensive Land Claims Agreements

The SA is not to be used for deliveries within an area subject to a [comprehensive land claims agreement](#). All requirements for delivery within an area subject to a comprehensive land claim agreement are to be processed individually outside of the LS SA.

## 13. Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Suppliers should:

- a) regarding paper consumption:
- provide and transmit draft reports, final reports, other documents and arrangements in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Identified User;
  - printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest;
  - recycle unneeded printed documents (in accordance with security requirements).
- b) regarding travel requirements:
- the Supplier is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel;
  - use of Properties with Environmental Ratings: Contractors to Canada may access the [PWGSC Accommodation directory](#), which includes Eco-Rated properties. When searching for accommodation search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honor the pricing for contractors;
  - use of public/green transit where feasible.

## 14. Insurance Requirements

#### **14.1 Insurance Requirements for services delivered under the SA for Tier 1**

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

#### **14.2 Insurance Requirement for services delivered under the SA for Tier 2**

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

The Supplier is responsible for deciding if additional insurance is required, such as but not limited to errors and omissions liability insurance, to fulfill its obligation under the contract and to ensure compliance with any applicable law. Any additional insurance taken out is at the responsibility of the Supplier as well as for its own benefit and protection.

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

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

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

- l) **Litigation Rights:** Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

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

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

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

The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority 30 calendar day's written notice of cancellation.

## **15. Travel and Living**

The Travel and Living expenses are calculated differently between the Regions and Metropolitan areas and this may affect the total cost of a professional services contract as a result of an arrangement solicitation under the SA. Accordingly, if any contract resulting from a solicitation under this SA permits payment to a Contractor in its Basis of Payment for Travel and Living expenses, such expense will only be reimbursed in accordance with the information provided at the [Supply Arrangement Travel and Living Information](#).

## 16. Regions and Metropolitan Areas

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

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

### Regions:

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

### Metropolitan Areas:

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

## 17. Transition to an e-Procurement Solution

During the period of the SA, Canada may transition to an e-procurement solution for more efficient processing and management of individual contracts for any or all of the SA's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Supplier with at least a three-month notice to allow for any measures necessary for the integration of the Supply Arrangement into the e-procurement solution. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Supplier chooses not to provide the SA of their goods or services through the e-procurement solution, the SA may be set aside by Canada.



## **PART B - BID SOLICITATION**

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

Canada will use the high complexity bid solicitation template based on the estimated dollar value and complexity of the requirements. The high complexity template is available in the [SACC Manual](#). A model request for proposal and resulting contract clauses for use for Identified Users is available on GCpedia.

The bid solicitation will contain as a minimum the following:

- a) security requirements;
- b) a complete description of the Work to be performed;
- c) [2003](#), Standard Instructions - Goods or Services - Competitive Requirements; 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; and
- i) resulting contract clauses.

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

#### **2.1 General**

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

A bid solicitation will be posted on PWGSC's [Buyandsell](#) (or as applicable with a Canada web-based electronic procurement tool) or will be emailed directly to Supplier, depending on the selection methodology selected by the Client. Both methods of selection require that a notice of proposed procurement (NPP) be published simultaneously on PWGSC's [Buyandsell](#) with the issuance of the invitation to suppliers.

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

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

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

**Tier 1:** Requirements up to and including \$3.75M: client or PWGSC

**Tier 2:** Requirements greater than \$3.75M: PWGSC

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

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

##### **2.3.1 Requirement valued below \$40,000 (applicable taxes included):**

For requirements under \$40,000 (applicable taxes included), in accordance with [Government Contracts Regulations](#) Identified Users may direct a contract to an eligible Supplier.



### **2.3.2 Requirement valued up to the North American Free Trade Agreement (NAFTA) threshold:**

Identified Users will select in accordance with the [Government Contracts Regulations](#) the number of suppliers to be invited and the number of calendar days the invited suppliers will have to provide a proposal in response to the bid solicitation. Suppliers may be invited using either email or PWGSC's [Buyandsell](#).

### **2.3.3 Requirement valued greater than the NAFTA threshold but less than or equal to \$3.75M:**

A minimum of 15 Suppliers must be invited (using email or PWGSC's [Buyandsell](#)) to submit a proposal in response to a bid solicitation. A NPP will be posted on PWGSC's [Buyandsell](#) for all requirements. Suppliers may be invited using either email or PWGSC's [Buyandsell](#).

The minimum 15 suppliers are to include: 5 randomly selected Suppliers selected by the CPSS. As a minimum, invited suppliers will be given a minimum of 15 calendar days to submit a proposal in response to a bid solicitation. The time limit for bidding may be extended based upon the complexity of the requirement.

### **2.3.4 No Limit to Invitation Process**

There is no limit to the maximum number of Suppliers that may be invited to submit a bid under Tier 1; however, except in the circumstances of 2.5 below, Suppliers may not submit a bid in response to a solicitation unless they have been invited to do so. However, should an uninvited SA Holder wish to be invited, it may contact the Contracting Authority to request an invitation at any time prior to five calendar days before the published bid closing date, and an invitation will be made to that SA Holder unless it would not be consistent with the efficient operation of the procurement process. In no circumstance will such an invitation require Canada to extend a bid closing date. Where additional invitations are made during the solicitation process, they may not be reflected in a bid solicitation amendment.

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

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

### **2.4.1 Requirement valued greater than \$3.75M (Tier 2):**

Canada will invite all Suppliers (using email or PWGSC's [Buyandsell](#)) to submit a proposal in response to a bid solicitation. A NPP will be posted on PWGSC's [Buyandsell](#) for all requirements. Suppliers may be invited using either e-mail or PWGSC's [Buyandsell](#).

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

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

## **2.5 All Invited to Bid**

For a requirement in Tier 1, all Suppliers qualified in each relevant Stream, Region and Metropolitan Area will be invited by email or PWGSC's [Buyandsell](#) to bid where any Supplier has been provided with a request for information in respect of services that in whole or in part appear in the requirement to be solicited under this SA.

## PART C - RESULTING CONTRACT CLAUSES

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

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

### 1. General Conditions

The conditions of any contract awarded under this SA will be in accordance with: [2035](#) (*Client enters date*) General Conditions - Higher Complexity - Services, with the following replacements:

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

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

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

2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
  - a) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Article titled "Default of the Contractor"; or
  - b) assess the information provided under 1 (a) and (b) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in 2 (a) above, or require the Contractor to propose another replacement within five working days' notice.
3. Where an Excusable Delay applies, Canada may require 2 (b) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.
4. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
5. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

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

Section 30 - Termination for Convenience, of 2035 General Conditions - Higher Complexity - Services, subsection 4 is deleted and replaced with the following subsections 4, 5 and 6:

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

#### **1.1 Supplemental General Conditions**

4007 (*Client enters date*), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

#### **2. Professional Services**

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

#### **3. Reorganization of Client**

The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

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

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

- b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## 5. Time Verification

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

## 6. JV Contractor

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

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

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

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

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

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

**Note to Contractor:** This article will be deleted if the Contractor awarded the contract is not a JV. If the Contractor is a JV this clause will be completed with the data provided in its bid.

## **COMPONENT III – RESULTING STANDING OFFER, CALL-UP PROCEDURES AND CALL-UP CLAUSES**

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

#### **1. Offer**

The Learning Services (LS) method of supply is a government-wide procurement vehicle designed to provide access to pre-qualified Suppliers who can create, update or convert government owned training courses including training material for traditional classroom based training, eLearning/on-line training and blended learning as well as deliver government owned training.

This procurement methodology has been developed to cover 7 areas of expertise commonly requested: Strategic Learning Advisory Services, Instructional Design and Development Services, Custom and Rapid eLearning Product Programming, Multi-Media Design and Development, Training Delivery, Training Evaluation Services, and Project Management.

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

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

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

#### **3. Standard Clauses and Conditions**

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

##### **3.1 General Conditions**

[2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services, apply to and form part of the SO.

### 3.2 SO Reporting

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

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

The data must be submitted on a quarterly basis using the Centralized Professional Services System (CPSS) QUR functionality, no later than 15 calendar days after the end of the quarterly report period.

The quarterly reporting periods are defined as follows:

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

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

## 4. Term of SO

### 4.1 Period of SO

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

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

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

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

## 5. Authorities

### 5.1 SO Authority

The SO Authority for the SO is:

Jean-Sébastien Deslauriers, Manager  
Training and Specialized Services Division – ZH  
Public Works and Government Services Canada  
Acquisitions Program, ADM - Procurement Branch  
Professional Services Procurement Directorate  
5<sup>th</sup> Floor, 10 Wellington Street, Terrasses de la Chaudière  
Gatineau, Quebec, K1A 0S5  
Email: [TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca)

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

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

## 5.2 Offeror Representative

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

- a) inform CPSS by email at [sspc.cpss@tpsgc-pwgsc.gc.ca](mailto:sspc.cpss@tpsgc-pwgsc.gc.ca), and
- b) inform the SO Authority by email at [TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca) and provide the following information:
  - name;
  - title;
  - telephone; and
  - email.

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

## 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](#) pension, the offeror has agreed that this information will be reported on departmental web sites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 7. Identified Users

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

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

## 8. Priority of Documents

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



- a) the Call-up against the SO, including any annexes;
- b) the articles of the SO;
- c) the General Conditions [2005](#) (2017-06-21), Standing Offers - Goods or Services;
- d) the General Conditions [2035](#), Higher Complexity - Services;
- e) the Supplemental General Conditions [4007](#), Canada to Own Intellectual Property Rights in Foreground Information;
- f) Annex C SO, Qualified Streams and Categories;
- g) Annex A SA/SO, Streams and Categories;
- h) Annex B SA/SO, SRCLs;
- i) Annex D SO, ACF;
- j) the Offeror's offer \_\_\_\_\_ (*insert date of offer*).

## **9. Certifications**

Compliance with the certifications provided by the Offeror and the ongoing cooperation in providing associated information are conditions of issuance of the SO. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting Call-up that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting Call-up for default and suspend or cancel the SO.

## **10. Applicable Laws**

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

## **11. Confirmation of Qualification**

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

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

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

- a) the Offeror no longer meets any of the required qualifications of the SO as provided for in the section titled "Confirmation of Qualification";
- b) the Offeror has made public any information that conflicts with the terms, conditions, pricing or availability of systems identified in this SO;



- c) the Offeror is in default in carrying out any of its obligations under any resulting call up and Canada has exercised its contractual right to terminate the contract for default;
- d) the Offeror is in default in carrying out any of its obligations under this SO; or
- e) Canada has imposed measures on the Offeror under the Vendor Performance Corrective Measures Policy (or such similar policy that may be in place at that time).

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

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

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

### **14. Comprehensive Land Claims Agreements**

The SO is not to be used for deliveries within an area subject to a [comprehensive land claims agreement](#). All requirements for delivery within an area subject to a comprehensive land claim agreement are to be processed individually outside of the LS SO.

### **15. Environmental Considerations**

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Offerors should:

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

## 16. Travel and Living

The travel and living expenses are calculated differently between the Regions and Metropolitan areas and this may affect the total cost of a professional services SO requirement. Accordingly, if any Call-up permits payment to a contractor in its Basis of Payment for Travel and Living expenses, such expense will only be reimbursed in accordance with the information provided at [Standing Offer Travel and Living Information](#).

## 17. Regions and Metropolitan Areas

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

The following Regions and Metropolitan areas may receive professional services under this SO where an Offeror is qualified to do so:

### Regions:

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

### Metropolitan Areas:

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

## 18. Transition to an e-Procurement Solution

During the period of the SO, Canada may transition to an e-procurement solution for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the e-procurement solution. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the SO may be set aside by Canada.

## PART B - CALL-UP PROCEDURES FOR THE SO

### 1. Call-up Procedures

#### 1.1 Multiple SOs

Multiple SOs have been issued for this requirement. Call-ups will be allocated among all the Offerors in accordance with the processes described below within the specified monetary limitations. When accepted by Canada, each Call-up results in a separate contract between Canada and the Offeror.

#### 1.2 Generation of Right of First Refusal List

The Offeror's rates per Category are attached at Annex C of the SO. Identified Users will use the CPSS ePortal to generate a right of first refusal list (List) for their requirement using the following search criteria: regions, metropolitan areas, security, aboriginal status, category, level of expertise and number of resources. The List will rank Offerors meeting all the search criteria and possessing the necessary security clearance from the lowest cumulative price available for the requirement to the highest, in accordance with an Offeror's per diem rates. The List will be available to the Identified User for Call-up issuance and may be revised over time to reflect changes in the status of any Offeror. The lowest cumulative price will be calculated by adding together all the rates per category for the number of resources, at the level of expertise of the required categories.

#### **Example:**

Identified User requires:

3 Senior eLearning Programmers  
1 Intermediate Technical Writer  
2 Junior Graphic Designers

Highest Ranked Offeror's response:

2 Junior Graphic Designers @ 500 per day = \$1000  
1 Intermediate Technical Writer @ \$700 per day = \$700  
3 Senior eLearning Programmers @ \$850 per day = \$2,550

Total: \$700 + \$1000 + \$2,550 = \$4,250 is the Lowest Cumulative Price

2nd Highest Ranked Offeror's response:

2 Junior Graphic Designers @ 700 per day = \$1400  
1 Intermediate Technical Writer @ \$600 per day = \$600  
3 Senior eLearning Programmers @ \$1000 per day = \$3000

Total: \$600 + \$1400 + \$3,000 = \$5,000

#### 1.3 Offeror Selection Methodology

##### a) **Directed Call-Ups Below \$40,000.00 (applicable taxes included)**

Clients may direct a Call-up at or below \$40,000 (applicable taxes included) to Offerors qualified in the applicable Category(-ies) in accordance with the [Government Contracts Regulations](#), irrespective of the ranking of Offerors on the List.

**b) Requirement Valued below \$250,000.00 (applicable taxes included)**

Where the Identified User wishes to issue a Call-up under this series of SOs it must issue an ACF (found at Annex D of the SO) to:

- i. the first ranked Offeror on the List, or
- ii. up to a maximum of 10 at once of the highest ranked Offerors on the List (a Group Invitation).

The SO Authority may increase or decrease the maximum number of Offerors permitted in any Group Invitation during the SO on 30 calendar days' notice in writing to all Offerors who received a SO.

If a Call-up is issued, it will be issued to the Offeror that meets the assessment criteria in the ACF and is the highest ranked Offeror on the List. An Offeror ranked lower on the List cannot be chosen where an Offeror ranked above it has not been invited to respond (no ranked Offeror may be skipped).

Amongst the Group Invitation Offerors, if the highest ranking Offeror is unable to meet the assessment criteria, the next highest ranked Offeror that responded that meets the criteria may be issued the Call-up. Where that Offeror is unable to meet the assessment criteria, the Call-up may be issued to the next highest ranking Group Invitation Offeror that meets the criteria, and this process of invitation may be repeated as required within the Offerors that responded to the ACF, in accordance with the rankings on the List, until a Call-up is issued. In the event of a tie in the results of an assessment within a Group Invitation, the Call-up may be issued to the Offeror of the Identified User's choice.

Where no Offeror responds, or no Offeror is issued a Call-up in accordance with the procedures outlined above due to none of them being able to meet the assessment criteria, the Identified User may issue a single ACF to the next highest ranked Offeror, or may issue another Group Invitation for the requirement to a group comprised of the highest ranked Offerors on the List who were not invited in the previous Group Invitation. This process may be repeated as described above, proceeding sequentially down the list of ranked Offerors (no ranked Offerors may be skipped), until the Call-up is issued.

**1.4 Contents of the ACF**

Each ACF will identify the requirements of the Identified User's requirement by describing the specific project, including:

- a) the call-up period, including any options;
- b) the specific streams, level of expertise, and the number of resource(s) required;
- c) the estimated level of effort required;
- d) a proposed basis of payment in accordance with the firm per diem rates attached at Annex C of the SO;
- e) the location where the required Services will be delivered;
- f) travel and living requirements (if applicable);
- g) the level of security clearance(s) required to carry out the required services;
- h) the contact information for the Identified User;
- i) the assessment criteria, which may include the specific areas of the education, certification and/or experience required;
- j) the particulars of the Statement of Work; and
- k) the response due date.

The terms and conditions set out in the ACF and Resulting Call-up Clauses that form part of this SO apply to the Call-up. Individual ACF Forms may require that the Services be performed in one or the other or both of Canada's Official Languages.

## 1.5 Response Requirements

In order to submit a response, the Offeror must complete Section C of the ACF in its entirety. The Offeror must identify the resource(s) it is proposing to provide LS. The Offeror must not submit a resume for the proposed resource(s). All qualifications (experience, education and certifications, if applicable) for the proposed resource(s) must be identified by the Offeror in Section C of the ACF. Offerors may respond in either official language, in accordance with the [Official Languages Act](#) and Regulations.

- i. **Contents of Response:** The ACF must be completed by the Offeror or by an authorized representative of the Offeror. Timely receipt and correct direction of the response is the sole responsibility of the Offeror. The response must include all information necessary to fulfill all the requirements specified in the ACF and clearly identify:
  - a) the resource(s) proposed for the required Streams and Level of Expertise required, identifying the proposed resource(s) qualifications (experience, education, certifications - as applicable) in accordance with Annex A – Streams and Categories; and
  - b) information requested to satisfy the level of security clearance required to carry out the LS.
- ii. **Response Time of Offeror:** Offerors must provide the response to the Identified User within 2 working days of the ACF's issuance (or within a longer period if identified in the ACF). Failure to provide a response within the specified time frame will be interpreted as being unable to perform the LS.
- iii. **Offeror Certification:** By completing and submitting a response to an ACF, the Offeror certifies and warrants each of the following:
  - a) every individual proposed will be available to perform the Work starting at the time specified in the ACF or agreed to with the Identified User;
  - b) if the Offeror has proposed any resource in fulfillment of the requirement who is not an employee of the Offeror, the Offeror certifies that it has written permission from such person or the employer of such person to propose the services of such person in relation to the work to be performed in fulfillment of the requirement. During the assessment of the proposed resource, the Offeror must upon the request of the Identified User provide a copy of such written permission, in relation to any or all non-employees proposed. If the Offeror fails to comply with such a request, the Offeror's response will be considered non-responsive;
  - c) it meets the insurance requirements described in this SO (if applicable).
- iv. **Offeror Acknowledgment:** By submitting a response to an ACF, the Offeror acknowledges each of the following:
  - a) the Identified User has the right but is not obliged to:
    - i. seek clarification or verify any or all information provided by the Offeror with respect to the ACF, either independently or by making a request of the Offeror. Where requested, the Offeror will respond to the clarification within 2 working days of a request by Canada or a longer period as is specified in writing by Canada;
    - ii. contact any or all of the references supplied, at the sole cost of the Offeror, to validate any information or data submitted by the Offeror. The reference will have a minimum of 2 working days or a longer period as specified in writing to provide the requested information to the Identified User. Wherever information provided by a reference differs from the information supplied by the Offeror, the information supplied by the reference will be the information taken as accurate.

In respect of (i) or (ii) above, if the Offeror does not provide the required information within the time limit requested, Canada may either allow additional time for the response, or consider the response not acceptable and proceed with the issuance of the ACF to another Offeror or Offerors in accordance with the Offeror Selection Methodology.

- b) Canada will not delay the issuance of any Call-up to allow Offerors to obtain the required security clearance. It is the responsibility of Offerors to ensure that all information required concerning the security clearance necessary to fulfill the Call-up is provided in its response to the ACF.

## 1.6 Assessment of Proposed Resources

The qualifications and experience of the proposed resource(s) will be assessed against the requirements set out in Annex A of the SO "Streams and Categories". The Identified User may request proof of successful completion of formal training, as well as reference information. Canada reserves the right to request references from an Offeror to conduct a reference check to verify the accuracy of the information provided. Should the reference(s) not confirm the required qualifications of the proposed resource(s) to perform the required services, Canada may consider the response not acceptable and proceed with the issuance of the ACF to another Offeror or Offerors in accordance with the Offeror Selection Methodology.

Where the Offeror is requested to provide information regarding qualifications or experience of its proposed resources, Offerors should provide complete details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education will not be considered work experience. All requirements for work experience will be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services. The month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once.

Where the Offeror is requested to provide information about the education or proof about the education of the proposed resource, the resource must have obtained its education from a recognized\* Canadian university, or college or high school, or the equivalent as established by a recognized\* Canadian academic credentials assessment service\*, if obtained outside Canada.

\* The list of recognized organizations can be found under the [Canadian Information Centre for International Credentials](#) web site.

Where the Offeror is requested to provide proof of certification of the proposed resource, the Offeror must submit a copy of the certification received or proof that the resources have completed the certification program.

## 1.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form [PWGSC-TPSGC 942](#), Call-up against a Standing Offer or equivalent form.

## 1.8. Limitation of Call-ups

Individual Call-ups against the SO must not exceed **\$250,000.00** (applicable taxes included). The SO Authority (or their delegated representatives) may authorize the issuance Call-ups in excess of \$250,000.

## PART C - RESULTING CALL-UP CLAUSES

The following clauses and conditions apply to and form part of any Call-up against the SO.

### 1. Requirement

The Contractor (the Offeror) must perform the work described in the Call-up, including the Statement of Work, against the SO. This includes providing LS as and when requested by Canada to one or more locations to be designated by Canada, excluding locations in areas subject to any of the comprehensive land claims Agreements.

### 2. Standard Clauses and Conditions

All clauses and conditions identified in the Call-up by number, date and title are set out in the [SACC Manual](#) issued by PWGSC.

#### 2.1 General Terms and Conditions

[2035](#) (*Client enters date*) General Conditions - Higher Complexity – Services, apply to and form part of the Call-up with the following replacements:

Section 08 - Replacement of Specific Individuals is deleted and replaced with 17.2 (c) (i) below.

Section 17 - Interest on Overdue Accounts will not apply to payments made by credit cards.

Section 30 - Termination for Convenience, of General Conditions 2035, subsection 04 is deleted and replaced with the following Subsections 4, 5 and 6:

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

#### 2.2 Supplemental General Conditions

[4007](#) (*Client enters date*), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

### 3. Security Requirement

The security requirement (SRCL and related clauses) applicable to this Call-up is provided as attached at Annex \_\_\_\_\_ (*as determined by Client/Identified User*) or is identified in the ACF with the applicable SRCL.



#### 4. Term of Call-up

The Work must be completed in accordance with the Call-up against the SO.

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

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

#### 6. Authorities

##### 6.1 Contracting Authority [*as identified in the ACF*]

The Contracting Authority for the Call-up is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Directorate: \_\_\_\_\_  
 Division: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email address: \_\_\_\_\_

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

##### 6.2 Technical Authority [*To be provided at the time of Call-up issuance*]

The Technical Authority for the Call-up is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email address: \_\_\_\_\_

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Call-up and is responsible for all matters concerning the technical content of the Work under the Call-up. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a Call-up amendment issued by the Contracting Authority.

##### 6.3 Contractor's Representative

*As identified in the Contractor's Response to the ACF*

#### 7. Payment

##### 7.1 Basis of Payment

*[One or more of the basis of payment options below may apply and will be specified in the ACF]*

- 7.1.1 [Option 1] Professional Services provided with a Maximum Price:** For professional services requested by Canada, Canada will pay the Contractor, in arrears, up to the Maximum Price in the Call-up, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in the Call-up documents, applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$ \_\_\_\_\_

- 7.1.2 [Option 2] Professional Services provided with a Firm Price:** For professional services requested by Canada, Canada will pay the Contractor the firm price set out in the Call-up (based on the firm, all-inclusive per diem rates set out in the Call-up documents), applicable taxes extra.

Estimated Cost: \$ \_\_\_\_\_

- 7.1.3 [Option 3] Professional Services:** For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in the Call-up documents, applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$ \_\_\_\_\_

**7.2 Pre-Authorized Travel and Living Expenses** [*One of the two options below will apply as specified by the ACF*]

[Option 1] Canada will reimburse the Contractor for its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work and in accordance with the [Standing offer travel and living information](#).

All payments are subject to government audit.

Estimated Cost: \$ \_\_\_\_\_

[Option 2] Canada will not pay any travel or living expenses associated with performing the Work.

- 7.3 Additional Charges:** The Contractor acknowledges that the Call-up has been issued as a result of a competed SO. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when responding to an ACF for the Call-up.

**7.4 Professional Services Rates**

If the Contractor does not respond or refuses to provide an individual with the qualifications described in the call-up within the time described in the Call-up (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Call-up as a whole or in part or chooses to exercise any of the rights provided to it under the general conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

**7.5 Purpose of Estimates**

All estimated costs contained in the Call-up are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services are described elsewhere in the Call-up.

## 7.6 Limitation of Expenditure

Canada's total liability to the Contractor under the Call-up must not exceed the amount set out on page one of the Call-up, less any applicable taxes. With respect to the amount set out on page one of the Call-up, Customs duties are \_\_\_\_\_ (*as stated in the ACF, either "included", "excluded" or "subject to exemption"*) and applicable taxes are included. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Call-up.

- i. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
  - a) it is 75 percent committed, or
  - b) 2 weeks before the Call-up expiry date, or
  - c) as soon as the Contractor considers that the Call-up funds provided are inadequate for the completion of the Work, whichever comes first.
- ii. If the notification is for inadequate Call-up funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

## 7.7 Method of Payment [*One or more of the method of payment options below may apply and will be specified in the ACF.*]

### 7.7.1 [Option 1] Method of Payment - Single Payment

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

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

### 7.7.2 [Option 2] Method of Payment - Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Call-up if:

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

## 7.8 Time Verification

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

## **8. Reorganization of Client**

The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client (Identified User). The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

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

- a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Call-up and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure; and
- b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## **10. Invoicing Instructions**

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.

The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

By submitting invoices, the Contractor is certifying that the services have been delivered and that all charges are in accordance with the Basis of Payment provisions of the Call-up, including any charges for work performed by sub-contractors.

The Contractor must provide the original and 2 copies of each invoice to the Technical Authority, and 1 copy to the Contracting Authority.

## **11. Payment Instruments**

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

- a) Visa acquisition card;
- b) MasterCard acquisition card;
- c) direct deposit (domestic and international);
- d) electronic data interchange;
- e) wire transfer (international only);
- f) large value transfer system (over \$25M).

## **12. Certifications**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Call-up. Certifications are subject to verification by Canada during the entire period of the Call-up. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Call-up, to terminate the Call-up for default.

### 13. Applicable Laws

The Call-up must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of \_\_\_\_\_, Canada (*insert the name of the province or territory as specified by the Contractor in its bid, if applicable*).

### 14. Insurance Requirement

- 14.1** Insurance requirement for all Categories listed in Stream 1, Stream 2, Stream 5, Stream 6 and Stream 7 as applicable to the offered services are set out in the SO:

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Call-up and to ensure compliance with any applicable law. Any insurance acquired or maintained by the 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 Call-up.

#### 14.2 Insurance requirement for Categories listed under Stream 3 and 4

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

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

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

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

- a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Call-up. The interest of Canada should read as follows: Canada, as represented by PWGSC.
- b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e) Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Call-up, extend to assumed liabilities with respect to contractual provisions.
- g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
- i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

- j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority 30 calendar days' written notice of policy cancellation.
- k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Call-up.
- l) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

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

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

The following endorsement must be included:

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

## **15. JV Contractor**

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

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

- a) \_\_\_\_\_ has been appointed as the "representative member" of the JV Contractor and has full authority to act as agent for each member regarding all matters relating to the Call-up;

- b) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the JV Contractor; and
- c) all payments made by Canada to the representative member will act as a release by all the members.

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

All the members are jointly and severally or solidarily liable for the performance of the entire Call-up.

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

Note to Contractor: this article will be deleted if the Contractor identified in the issued the Call-up is not a JV. If the Contractor is a JV this clause will be completed with the data provided in its ACF Response.

## 16. SACC Manual Clauses

The following clauses set out in the SACC Manual will form part of the Call-up:

Number	Date	Description
C0705C	<i>Client enters date</i>	Discretionary Audit
A9062C	<i>Client enters date</i>	Canadian Forces Site Regulations
C2000C	<i>Client enters date</i>	Taxes - Foreign Based Contractors
A9117C	<i>Client enters date</i>	T1204 - Direct Request
C0711C	<i>Client enters date</i>	Time Verification
B9028C	<i>Client enters date</i>	Access to Facilities and Equipment
A9068C	<i>Client enters date</i>	Government Site Regulations
A9131C	<i>Client enters date</i>	Controlled Goods Program [ <i>will apply if stipulated in the ACF</i> ]
A2000C	<i>Client enters date</i>	Foreign Nationals (Canadian Contractor) [ <i>This clause or the one that follows will apply</i> ]
A2001C	<i>Client enters date</i>	Foreign Nationals (Foreign Contractor)

## 17. Professional Services

### 17.1 Requirement for Training and Familiarization

Any training required by resources to perform specific assignments will be on the Contractor time and expense. Canada will not provide technology training. Canada will, wherever possible, provide standards, policies, guidelines and appropriate documentation to describe how the application systems are designed and configured, as well as other assistance needed to help the Contractor's resources to work on application systems.

### 17.2 Professional Services - General

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



- c) In General Conditions 2035, the Section 08 titled "Replacement of Specific Individuals" is deleted and the following applies instead:
  - i. if the Contractor is unable to provide the services of any specific individual identified in the Call-up to perform the services, the Contractor must within 5 working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within 10 working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
    - a) the name, qualifications and experience of a proposed replacement immediately available for Work; and
    - b) security information on the proposed replacement as specified by Canada, if applicable.

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

- ii. subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Call-up to provide services has not been provided or is not performing, the Contracting Authority may elect to:
  - a) exercise Canada's rights or remedies under the Call-up or at law, including terminating the Call-up for default under Article titled "Default of the Contractor", or
  - b) assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (a) above, or require the Contractor to propose another replacement within 5 working days' notice.

Where an Excusable Delay applies, Canada may require (c) (ii) (b) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Call-up or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Call-up.

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

## **18. Contractor Furnished**

The Contractor must furnish the following at no additional cost to the Call-up:

- a) Call-up related services that are administrative and management functions necessary to support the Call-up, and the hardware, software, and communications systems necessary to interface effectively and efficiently with Canada. These include, but are not limited to: financial management, recruiting, interviewing, training, payroll preparation, travel arrangements, Call-up proposal preparation, obtaining security clearances, contracting, and clerical support;
- b) office and working space for Call-up related services, if necessary; and
- c) office equipment and expenses necessary to perform Call-up related services including: Information Technology and network operations, hardware, software, printing, photocopying, communications, postage, express mail, paper and copying supplies, local and long distance telephone service, and other services, equipment and supplies required in support of the work.

## **19. Timely Problem Identification**

The Contractor must immediately advise the Contracting and Technical Authorities in writing of any and all situations or difficulties that the Contractor considers will have a significant impact upon the scope of the Work, expected technical achievement, delivery schedule, person-power or cost to Canada. Notwithstanding the submission of any such report, the Contractor remains responsible for the completion of the Work in accordance with the terms of the Call-up.

- a) Such reports must include proposed detailed remedial action plans to resolve or alleviate the identified situations or difficulties. The plans must set out the Contractor's detailed estimates of any increase in time, consultants and cost to effect such plans. Such plans must include all reasonable options for consideration by Canada plus the costs and consequences to Canada of taking no remedial action and must also provide a reasonable amount of time for Canada to review these options and obtain any necessary funding authorization; and
- b) The Contractor will be prohibited from claiming for any additional costs incurred in remedying a problem not reported as described above in a timely fashion, and will be required to remedy such problems at its own expense.

## **20. Representations and Warranties**

The Contractor made statements regarding its own and its proposed resources' experience and expertise in its ACF Response that resulted in the issuance of the Call-up. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in issuing the Call-up. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Call-up period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Call-up, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

## **21. Access to Canada's Property and Facilities**

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Call-up, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion to make its property facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

## **22. Transition Period**

The Contractor acknowledges that the nature of the services provided under the Call-up requires continuity and that a transition period may be required at the end of the Call-up. The Contractor agrees that Canada may, at its discretion, extend the Call-up by a period of up to 3 months under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Call-up, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 10 calendar days before the Call-up expiry date. The extension will be evidenced for administrative purposes only, through a Call-up amendment.

## **23. Identification Protocol Responsibilities**

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor's Representatives) complies with the following self-identification requirements:

- a) Contractor Representatives who attend a meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;
- b) During the performance of any Work at a work site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative;
- c) If a Contractor Representative requires the use of Canada's email system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation;
- d) If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have 5 working days to deliver the action plan to the Client and the Contracting Authority, and 20 working days to rectify the underlying problem; and
- e) In addition to any other rights it has under the Call-up, Canada may terminate the Call-up for default if the corrective measures required of the Contractor described above are not met.

## ANNEX A

### Learning Services Streams and Categories

#### Background

The professional services requested are intended to secure access to suppliers who are experienced at providing learning services. This will be the prime vehicle used for the acquisition of traditional classroom learning, blended learning, and eLearning product development services. This includes the development of new learning requirements, and for the updating and converting existing learning and eLearning products.

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

- Stream 1 – Strategic Learning Advisory Services
- Stream 2 – Instructional Design and Development Services
- Stream 3 – Custom and Rapid eLearning Product Programming
- Stream 4 – Multi-Media Design and Development
- Stream 5 – Training Delivery
- Stream 6 – Training Evaluation Services
- Stream 7 – Project Management

#### Language Requirement

The Contractor (the Offeror/Supplier) will be requested to provide services in either of Canada's official languages, English or French, or both, in accordance with each individual requirement.

#### Applicable Documents

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

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

- a) [Appendix 1 - Description of Blended Learning and eLearning](#);
- b) [Appendix 2 - Acronyms](#);
- c) [Shareable Content Object Reference Model](#) (SCORM);
- d) [Common Look and Feel Guidelines](#); and
- e) [Web Content Accessibility Guidelines](#).

In addition to the documents specified above, the following documents form part of the requirements for requirements from the Department of National Defence where referenced below. It is the responsibility of the Contractor to request a copy of the applicable documents for each Department of National Defence requirement from the Identified User.

- a) Defence Learning Network Content Development Guide;
- b) Canadian Forces Individual Training and Education System Manuals.

Additional applicable documents may be included with individual requirements.

#### Accessibility

Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the [Accessible Canada Act](#), its associated regulations and standards, and [Treasury Board Contracting Policy](#). Procurement documents will specify the accessibility criteria and standards to be met and provide guidelines for the evaluation of bids with respect to those criteria and standards.

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

- a) [Accessible Canada Act](#);
- b) [Treasury Board Contracting Policy](#);
- c) [Treasury Board Secretariat Guidelines to Ensuring Accessibility via Public Procurement](#).

Accessibility standards may include, but are not limited to [European Union EN 301 549](#) (this document is only available in English).

Public Works and Government Services Canada's [Accessible Procurement Resource Centre \(APRC\)](#) was established as a centre of expertise for accessibility in federal procurement.

Shared Services Canada's [Accommodations and Adaptive Computer Technology Program](#) also provides training on document or PowerPoint accessibility, best practices in terms of accessibility, inclusive design, and options for addressing specific user requirements during meetings or otherwise.

Has the Client Considered Accessibility?

- If "Yes" then: "Does accessibility apply?"
  - If "Yes" then: "Document applicable criteria and standards in the solicitation process". The client must then determine one of the following:
    - "Document evaluation of accessibility criteria & completion of accessibility requirements in the procurement process", or
    - If "Unable to obtain goods/services that comply"
      - Then: "The client must provide a justification for the procurement."
  - If "No" then: "The client must provide a justification for the procurement."
  - If "They don't know" then: "Consult with APRC"
    - "Does accessibility apply?"
      - If "Yes" then: "Document applicable criteria and standards in the solicitation process". The client must then determine one of the following:
        - "Document evaluation of accessibility criteria & completion of accessibility requirements in the procurement process", or
        - If "Unable to obtain goods/services that comply"
          - Then: "The client must provide a justification for the procurement."
      - If "No" then: "The client must provide a justification for the procurement."
- If "No" then: "Client must consider accessibility."
  - "Does accessibility apply?"
    - If "Yes" then: "Document applicable criteria and standards in the solicitation process". The client must then determine one of the following:
      - "Document evaluation of accessibility criteria & completion of accessibility requirements in the procurement process", or
      - If "Unable to obtain goods/services that comply"
        - Then: "The client must provide a justification for the procurement."
    - If "No" then: "The client must provide a justification for the procurement."

- If “They don't know” then: “Consult with APRC”
  - “Does accessibility apply?”
    - If “Yes” then: “Document applicable criteria and standards in the solicitation process”. The client must then determine one of the following:
      - “Document evaluation of accessibility criteria & completion of accessibility requirements in the procurement process”, or
      - If “Unable to obtain goods/services that comply”
        - Then: “The client must provide a justification for the procurement.”
    - If “No” then: “The client must provide a justification for the procurement.”

## **REQUIREMENTS**

### **Stream 1 Strategic Learning Advisory Services**

#### **Learning Advisor**

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

Tasks of the Learning Advisor include, but are not limited to:

- 1.1 Analyze the organizational need and the need for learning;
- 1.2 Identify the actual situation, the referred situation and the gap between the two situations;
- 1.3 Identify the skills and abilities acquired and the skills and abilities to be developed;
- 1.4 Discover and analyze the causes and challenges of the observed variances;
- 1.5 Propose a training solution that takes into account organizational issues;
- 1.6 Provide a variety of training options;
- 1.7 Develop processes to diagnose the current situation in the organization;
- 1.8 Develop tools for data collection;
- 1.9 Analyze the data collected;
- 1.10 Draft a report with apprenticeship recommendations; and
- 1.11 Propose a training solution that takes into account accessibility (i.e. to ensure that the training is accessible to employees with disabilities, injuries and/or ergonomic requirements, or those who require access to systems, programs, information, computers and computer resources).

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

In developing learning strategies, the Learning Advisor must perform the following duties:

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

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

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

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

##### **Senior Learning Advisor**

- M.1** Must hold a graduate degree with specialization in one of the following fields: education, adult learning, distance learning or eLearning.
- M.2** Must have at least 5 years' of experience as a Senior Learning Advisor as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** Must have completed at least 3 analyzes of learning needs over the past 5 years as of the call-up request date or the resulting Request for Proposal closing date and time.



- M.4** Must have completed at least 3 learning strategy plans over the past 5 years as of the call-up request date or the resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have an undergraduate degree with specialization in 1 of the following areas: education, adult learning, distance learning or eLearning.
- M.2** Must have at least 7 years' of experience as a Senior Learning Advisor as of the call-up request date or the resulting Request for Proposal closing date and time.

## **Stream 2**

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

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

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

- 1.1 Conduct needs assessments to review performance issues including:
  - 1.1.1 Conduct performance analyzes;
  - 1.1.2 Conduct case analyzes; and
  - 1.1.3 Find solutions and make recommendations.
- 1.2 Help clarify the expected outcomes of education and training to ensure optimal performance at work including:
  - 1.2.1 Analyze the tasks of a position;
  - 1.2.2 Specify performance, education and learning objectives; and
  - 1.2.3 Produce qualification standards and knowledge standards.
- 1.3 Describe and select a training program including:
  - 1.3.1 Define the characteristics of the learner;
  - 1.3.2 Establish integrated instruction and learning strategies;
  - 1.3.3 Specify instructional strategies;
  - 1.3.4 Specify the learning content and establish course guidelines; and
  - 1.3.5 Produce course guidelines (design guidance documents, scenarios, participant and instructor manual, drawings, etc.).
- 1.4 Produce effective instructional materials in accordance with development guidelines including:
  - 1.4.1 Identify training/performance requirements, and identify sources of learning materials;
  - 1.4.2 Make recommendations on the purchase of teaching aids;
  - 1.4.3 Developing guides;
  - 1.4.4 Produce teaching materials;
  - 1.4.5 Submit training materials to beta tests and formative or pilot evaluations to ensure compliance with prescribed standards, and client requirements and revise as necessary;
  - 1.4.6 Data and corresponding level of Bloom taxonomy;
  - 1.4.7 Prepare instructors on how to use or implement instructional materials in instructional programs; and
  - 1.4.8 Evaluate instructional materials to determine whether they can be converted in whole or in part for eLearning.
- 1.5 Propose a training solution that takes into account accessibility (i.e. to ensure that the training is accessible to employees with disabilities, injuries and/or ergonomic requirements, or those who require access to systems, programs, information, computers and computer resources).
- 1.6 Produce accessible instructional materials in accordance with accessible documents including:
  - 1.6.1 Identify accessible requirements and identify sources of accessible formats;
  - 1.6.2 Make recommendations on the purchase of accessible hardware and/or software, if required;
  - 1.6.3 Produce accessible teaching materials;
  - 1.6.5 Submit accessible training materials to ensure compliance with prescribed accessible standards and client requirements, and revise as necessary;
  - 1.6.6 Prepare instructors on how to use or implement instructional materials in accessible formats; and
  - 1.6.8 Evaluate accessible instructional materials to determine whether they can be converted in whole or in part for eLearning.

**DELIVERABLE PRODUCTS MAY INCLUDE:**

1. Needs assessment report;
2. Plan of instruction or program;
3. Design guide;
4. Scenarios;
5. Activities;
6. Exercises;
7. Presentation; and
8. Educational material.

**MINIMUM COMPETENCIES OF THE PROFESSION:**

**Senior Learning Designer**

- M.1** Must hold a graduate degree and specialization in 1 of the following fields: education, adult learning, distance learning or eLearning.
- M.2** Must have at least 5 years' experience in course design as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** If eLearning is part of the requirement, must have at least 2 years' experience in designing eLearning products as of the call-up request date or the resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have an undergraduate degree and specialization in 1 of the following fields: education, adult learning, distance learning or eLearning.
- M.2** Must have at least 7 years' experience in course design as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** If eLearning is part of the requirement, must have at least 2 years' experience in designing eLearning products as of the call-up request date or the resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have as a minimum a college diploma (*in any field*).
- M.2** Must have at least 9 years' experience in course design as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** If eLearning is part of the requirement, must have at least 2 years' experience in designing eLearning products as of the call-up request date or the resulting Request for Proposal closing date and time.

**Intermediate Learning Designer**

- M.1** Must hold a graduate degree and specialization in 1 of the following fields: education, adult learning, distance learning or eLearning.
- M.2** Must have at least 1 year of experience in course design as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** If eLearning is part of the requirement, must have at least 1 year of experience in designing eLearning products as of the call-up request date or the resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have an undergraduate degree and specialization in 1 of the following fields: education, adult learning, distance learning or eLearning.
- M.2** Must have at least 3 years' experience in course design as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** If eLearning is part of the requirement, must have at least 1 year of experience in designing eLearning products as of the call-up request date or the resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have as a minimum a college diploma (*in any field*).
- M.2** Must have at least 5 years' experience in course design as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** If eLearning is part of the requirement, must have at least 1 year of experience in designing eLearning products as of the call-up request date or the resulting Request for Proposal closing date and time.

#### **Junior Learning Designer**

- M.1** Must have as a minimum an undergraduate degree (*in any field*).
- M.2** Must have at least 1 year of experience in course design as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** If eLearning is part of the requirement, must have at least 6 months' experience in designing eLearning products as of the call-up request date or the resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have as a minimum a college diploma (*in any field*).
- M.2** Must have at least 3 years' experience in course design as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** If eLearning is part of the requirement, must have at least 6 months' experience in designing eLearning products as of the call-up request date or the resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have a secondary school diploma.
- M.2** Must have at least 5 years' experience in course design as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** If eLearning is part of the requirement, must have at least 6 months' experience in designing eLearning products as of the call-up request date or the resulting Request for Proposal closing date and time.

## **2. Content Subject Matter Expert**

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

- 2.1 Check the scope of content requirements;
- 2.2 Determine content, including source documents and reference materials such as books, articles, video tapes and stationary media;

- 2.3 Format and correct content before and after implementation; and
- 2.4 Revise design documents, scenarios and final product to verify the accuracy of the content.

**DELIVERABLE PRODUCTS MAY INCLUDE:**

- 1. Content approved by the Subject Matter Expert.

**MINIMUM COMPETENCIES OF THE PROFESSION:**

**Senior Content Subject Matter Expert**

- M.1** Must have at least 10 years' of experience in the field related to the *subject matter of the requirement* as of the call-up request date or the resulting Request for Proposal closing date and time.

**Intermediate Content Subject Matter Expert**

- M.1** Must have at least 7 years' of experience related to the *subject matter of the requirement* as of the call-up request date or the resulting Request for Proposal closing date and time.

**Junior Content Subject Matter Expert**

- M.1** Must have at least 5 years' of experience related to the *subject matter of the requirement* as of the call-up request date or the resulting Request for Proposal closing date and time.

**3. Technical Writer**

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

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

**DELIVERABLE PRODUCTS MAY INCLUDE:**

- 1. Student workbooks;
- 2. User manuals; and
- 3. Guides.

**MINIMUM COMPETENCIES OF THE PROFESSION:**

**Senior Technical Writer**

- M.1** Must have as a minimum a college diploma (*in any field*).
- M.2** Must have at least 9 years' experience as a technical writer as of the call-up request date or the resulting Request for Proposal closing date and time.

**Intermediate Technical Writer**

- M.1** Must have as a minimum a college diploma (*in any field*).

- M.2** Must have at least 5 years' experience as a technical writer as of the call-up request date or the resulting Request for Proposal closing date and time.

**Junior Technical Writer**

- M.1** Must have as a minimum a college diploma (*in any field*).
- M.2** Must have at least 3 years' experience as a technical writer as of the call-up request date or the resulting Request for Proposal closing date and time.

**Stream 3**  
**Custom and Rapid eLearning Product Programming**

**1. Advisor in eLearning and Learning Technology**

Tasks of the Advisor in eLearning and Learning Technology include, but are not limited to:

- 1.1 Monitor technological advances and propose technical solutions for learning products and accessibility format requirements, if required;
- 1.2 Conduct research and provide recommendations for new learning technologies, and accessibility format requirements;
- 1.3 Recommend tools that are ready and useful for technology learning services including accessibility, if required;
- 1.4 Develop standards and processes for new learning technologies;
- 1.5 Explore current research areas in the field of eLearning; and
- 1.6 Explore and recommend eLearning platforms, platforms and accessible format(s);

**DELIVERABLE PRODUCTS MAY INCLUDE:**

1. Analysis of learning and/or accessible tools and technology needs;
2. Business case for learning and/or accessible technologies;
3. Writing reports on learning standards and processes;
4. Strategic and/or operational planning for learning and/or accessible products or technology;
5. Preparing reports on costs and cost-effectiveness of learning and/or accessible technology(ies) tools; and
6. Analysis of models of eLearning platforms and accessible formats.

**APPLICABLE DOCUMENTS:**

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

1. Accessibility for Ontarians with Disabilities Act - Integrated Accessibility Standards Regulation (Audio-visual materials);
2. United States Access Board - Audio-Visual Accessibility Initiative for Visitors with Disabilities.

**MINIMUM COMPETENCIES OF THE PROFESSION:**

**Senior Advisor in eLearning and Learning Technology**

- M.1** Must hold an undergraduate degree in education with specialization in technological education or eLearning.
- M.2** Must have at least 5 years' of experience in the research and application of learning technologies, including open technologies, adaptation and support technologies, training and desktop publishing, as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** Must have developed and integrated at least 4 needs analysis and/or learning technology or online training solutions over the past 4 years as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.4** Must have developed models of learning technology solutions tailored to clients' needs (4 different models) as of the call-up request date or the resulting Request for Proposal closing date and time.



## 2. Custom eLearning Programmer

Definition of the Custom eLearning Programmer: Use complex software, which requires more expertise and interventions of the user, for example: to produce very complex animates like People Management®. In addition, for highly complex online training, such as flight simulators or military equipment.

Tasks of the Custom eLearning Programmer include, but are not limited to:

- 2.1 Conduct review, analysis and recommendations on programming issues in project documentation, including:
  - 2.1.1 Coding standard chosen;
  - 2.1.2 Assessment of client needs; and
  - 2.1.3 Infrastructure topology.
- 2.2 Develop leading-edge components for the project, including:
  - 2.2.1 User interface according to the style guide of the requirement;
  - 2.2.2 Pseudocode and metadata models;
  - 2.2.3 Advanced course elements JavaScript;
  - 2.2.4 Set of course items and related resources;
  - 2.2.5 Shared content elements and item metadata documents;
  - 2.2.6 SCORM® compliance and user-friendliness test;
  - 2.2.7 Quality assurance testing; and
  - 2.2.8 Maintenance guide which provides relevant information for modifying and maintaining final products.
- 2.3 Perform the coding or programming of items of eLearning products in accordance with course design documents, including:
  - 2.3.1 Accessibility format requirements, if required;
  - 2.3.2 Multimedia elements;
  - 2.3.3 Interactive elements;
  - 2.3.4 Content of the course;
  - 2.3.5 Elements of shared content;
  - 2.3.6 Evaluation tools; and
  - 2.3.7 Means of assessment.
- 2.4 Design and develop a data structure, including:
  - 2.4.1 Design database structures and reports; and
  - 2.4.2 Document the implementation of the database including connection information.
- 2.5 Provide technical guidance, including:
  - 2.5.1 Recommend best practices;
  - 2.5.2 Make recommendations on the development of eLearning products;
  - 2.5.3 Develop and recommend solutions to identified coding problems;
  - 2.5.4 Review test documentation; and
  - 2.5.5 Document solutions or alternatives to identified problems.

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

- 1. User interface;
- 2. Prototype shared content items to be tested with SCORM test logs;
- 3. Models based on XML, XSLT and XHTML;

4. Alpha, beta and final versions of eLearning products;
5. SCORM-compliant course with SCORM test logs;
6. Maintenance guide that provides detailed guidance on maintenance and modification of eLearning products; and
7. Interactive multimedia elements.

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

##### **Senior Custom eLearning Programmer**

- M.1** Must have as a minimum a college diploma (*in any field*).
- M.2** Must have at least 7 years' experience in programming web applications using Java, C language or script language, and secondary programs (file structure) and/or of databases, as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** Must have developed and integrated at least 4 automated training or web-based training courses over the past 4 years as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.4** Must have optimized the performance of multimedia resources, including audio, video or still images for at least 4 eLearning products as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.5** If SCORM is required in the requirement, it must have developed SCORM-compliant content (any version as specified by the client, including content packages and metadata files) for at least 9 SCORM-compliant courses over the past 3 years as of the call-up request date or the resulting Request for Proposal closing date and time.

##### **Intermediate Custom eLearning Programmer**

- M.1** Must have as a minimum a college diploma (*in any field*).
- M.2** Must have at least 3 years' experience in programming web applications using Java, C language or script language, and secondary programs (file structure) and/or databases, as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** Must have developed and integrated at least 2 automated training or web-based training courses over the past 3 years as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.4** Must have optimized the performance of multimedia resources, including audio, video and still images for at least 2 eLearning products as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.5** If SCORM is required in the requirement, must have developed a SCORM-compliant conjecture (any version as specified by the client, including content packages and metadata files) for at least 6 SCORM-compliant courses over the past 3 years as of the call-up request date or the resulting Request for Proposal closing date and time.

##### **Junior Custom eLearning Programmer**

- M.1** Must have as a minimum a college diploma (*in any field*).

- M.2** Must have at least 1 year experience in programming web applications using Java, C language or script language, and secondary programs (file structure) and/or databases as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** Must have developed and integrated at least 1 automated training or web-based training course over the past 3 years as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.4** Must have optimized the performance of multimedia resources, including audio, video and still images for at least 1 eLearning product as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.5** If SCORM is required in the requirement, it must have developed SCORM-compliant content (any version as specified by the client, including content packages and metadata files) for at least 3 courses in accordance with SCORM in the last 3 years as of the call-up request date or the resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have a secondary school diploma.
- M.2** Must have at least 3 years' experience in programming web applications using Java, C language or script language, and secondary programs (file structure) and/or databases as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** Must have developed and integrated at least 1 automated training or web-based training course over the past 3 years as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.4** Must have optimized the performance of multimedia resources, including audio, video and still images for at least 1 eLearning product as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.5** If SCORM is required in the requirement, it must have developed SCORM-compliant content (any version as specified by the client, including content packages and metadata files) for at least 1 course in accordance with SCORM in the last 3 years as of the call-up request date or the resulting Request for Proposal closing date and time.

### **3. Rapid eLearning Product Programmer**

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

Tasks of the Rapid eLearning programmer include, but are not limited to:

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

**DELIVERABLE PRODUCTS MAY INCLUDE:**

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

**MINIMUM COMPETENCIES OF THE PROFESSION:**

**Senior Rapid eLearning Programmer**

- M.1** Must have as a minimum a college diploma (*in any field*).
- M.2** Must have developed at least 5 eLearning courses over the past 2 years using rapid learning tools (as specified by the client, such as Adobe Illustrator, Adobe Photoshop, Adobe Captivate, Adobe Dreamweaver, Adobe Contribute, HTML, CSS, Adobe Flash and/or TechSmith's Articulate), as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** If SCORM is required in the requirement, it must have developed SCORM-compliant content (any version as specified by the client, including content packages and metadata files) for at least 3 SCORM-compliant courses in the last 2 years as of the call-up request date or the resulting Request for Proposal closing date and time.

**Intermediate Rapid eLearning Programmer**

- M.1** Must have as a minimum a college diploma (*in any field*).
- M.2** Must have developed at least 4 eLearning courses over the past 2 years using rapid learning tools (as specified by the client, such as Adobe Illustrator, Adobe Photoshop, Adobe Captivate, Adobe Dreamweaver, Adobe Contribute, HTML, CSS, Adobe Flash and/or TechSmith's Articulate), as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** If SCORM is required in the requirement, it must have developed SCORM-compliant content (any version as specified by the client, including content packages and metadata files) for at least 2 courses in accordance with SCORM in the last 2 years as of the call-up request date or the resulting Request for Proposal closing date and time.

**Junior Rapid eLearning Programmer**

- M.1** Must hold at least a secondary school diploma.
- M.2** Must have developed at least 3 eLearning courses over the past 2 years using rapid learning tools (as specified by the client, such as Adobe Illustrator, Adobe Photoshop, Adobe Captivate, Adobe Dreamweaver, Adobe Contribute, HTML, CSS, Adobe Flash and/or Techsmith's Articulate), as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** If SCORM is required in the requirement, it must have developed SCORM-compliant content (any version as specified by the client, including content packages and metadata files) for at least 1 in accordance with SCORM in the last 2 years as of the call-up request date or the resulting Request for Proposal closing date and time.

**4. Quality Assurance**

The quality assurer must perform the following tasks:

- 4.1 Develop a quality assurance program, including:

- 4.1.1 Quality standards, methodologies, procedures and tools required for quality assurance activities;
- 4.1.2 Resources, timing and responsibilities required to conduct quality assurance activities; and
- 4.1.3 Activities and tasks in support of various quality assurance processes, including verification, validation, joint review, verification and problem solving.
- 4.2 Develop quality assurance protocols, including alpha, beta and pilot testing;
- 4.3 Implement quality assurance testing protocols, including:
  - 4.3.1 Test eLearning programs to verify that they are compliant with client-approved pre-projects, instructional standards, guidelines, precisions and scenarios;
  - 4.3.2 Test the eLearning program for interactivity, functionality and programming errors;
  - 4.3.3 Verify grammatical and spelling accuracy in either or in both of Canada's official languages, as required;
  - 4.3.4 Ensure consistency of the on-line learning product in terms of presentation and style, including use of colors, fonts, formats, architecture and navigation strategy, modularization and consistency between the English and French versions;
  - 4.3.5 Ensure compliance with guidelines, conventions, taxonomies and best practices with respect to the use of metadata;
  - 4.3.6 Verify compliance with SCORM in an approved learning management system/learning content management system test medium;
  - 4.3.7 Test eLearning programs to ensure that they are functioning as intended in the client's learning management system/learning content management system environment;
  - 4.3.8 Record the results of all quality assurance interventions and make them available to the Technical Authority;
- 4.4 Write reports based on the results of the quality assurance test protocol.

**DELIVERABLE PRODUCTS MAY INCLUDE:**

- 1. Quality assurance plan;
- 2. Quality assurance testing and test protocols; and
- 3. Quality assurance test reports.

**MINIMUM COMPETENCIES OF THE PROFESSION:**

**Senior Quality Assurance Specialist**

- M.1** Must have at least 6 years' experience in developing quality assurance policies, programs, procedures and measures as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.2** Must have at least 6 years' experience in developing standards related to software design as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** Must have at least 6 years' experience in quality assurance process management as of the call-up request date or the resulting Request for Proposal closing date and time.

**Senior Tester**

- M.1** Must have at least 4 years' experience in testing eLearning products in accordance with test protocols as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.2** Must have at least 4 years' experience supervising the testing of eLearning products as of the call-up request date or the resulting Request for Proposal closing date and time.

- M.3** Must have at least 4 years' experience in managing test protocols for eLearning products that arise from the quality assurance process as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.4** Must have at least 4 years' experience in implementing test procedures for online learning products as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.5** Must have at least 4 years' experience in scenario design and test scripts for online learning products as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.6** Must have at least 4 years' experience in developing an eLearning product validation and verification capability as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.7** If SCORM is required in the requirement, it must have tested SCORM-compliant content (any version, including content packages and metadata files) for at least 6 courses in accordance with SCORM in the last 3 years as of the call-up request date or the resulting Request for Proposal closing date and time.

**Intermediate Tester**

- M.1** Must have at least 2 years' experience in testing eLearning products in accordance with test protocols as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.2** Must have at least 2 years' experience supervising the testing of eLearning products as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** Must have at least 2 years' experience in developing test protocols for eLearning products as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.4** Must have at least 2 years' experience in scenario design and test scripts for online learning products as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.5** Must have at least 2 years' experience in developing an eLearning product validation and verification capability as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.6** If SCORM is required in the requirement, it must have tested SCORM-compliant content (any version, including content packages and metadata files) for at least 3 courses in accordance with SCORM in the last 3 years as of the call-up request date or the resulting Request for Proposal closing date and time.

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

### **1. Graphic Designer**

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

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

#### **DELIVERABLES MAY INCLUDE:**

1. Graphic concepts;
2. Graphics;
3. Sample layouts;
4. Final layouts; and
5. Multimedia graphic objects.

#### **APPLICABLE DOCUMENTS:**

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

1. Accessibility for Ontarians with Disabilities Act - Integrated Accessibility Standards Regulation (Audio-visual materials);
2. United States Access Board - Audio-Visual Accessibility Initiative for Visitors with Disabilities.

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

##### **Senior Graphic Designer**

- M.1** Must have as a minimum a college diploma (*in any field*).
- M.2** Must have a minimum of 3 years' of experience within the last 5 years as a Graphic Designer as of the call-up request date or the resulting Request for Proposal closing date and time.

##### **Intermediate Graphic Designer**

- M.1** Must have as a minimum a college diploma (*in any field*).
- M.2** Must have a minimum of 2 years' of experience within the last 3 years as a Graphic Designer as of the call-up request date or the resulting Request for Proposal closing date and time.



### **Junior Graphic Designer**

- M.1** Must have as a minimum a college diploma (*in any field*).
- M.2** Must have a minimum of 1 year of experience within the last 5 years as a Graphic Designer as of the call-up request date or the resulting Request for Proposal closing date and time.

### **OR**

- M.1** Must have a secondary school diploma.
- M.2** Must have a minimum of 3 years' of experience within the last 5 years as a Graphic Designer as of the call-up request date or the resulting Request for Proposal closing date and time.

### **2. Photographer**

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

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

### **DELIVERABLES MAY INCLUDE:**

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

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

#### **Photographer**

- M.1** Must have as a minimum a college diploma (*in any field*).
- M.2** Must have a minimum of 3 years' of experience within the last 6 years as a Photographer as of the call-up request date or the resulting Request for Proposal closing date and time.

### **OR**

- M.1** Must have a secondary school diploma.
- M.2** Must have a minimum of 5 years' of experience within the last 8 years as a Photographer as of the call-up request date or the resulting Request for Proposal closing date and time.

### 3. Animator

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

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

#### **DELIVERABLES MAY INCLUDE:**

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

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

##### **Senior Animator**

- M.1** Must have as a minimum a college diploma (*in any field*).
- M.2** Must have a minimum of 5 years' of experience within the last 8 years as an Animator as of the call-up request date or the resulting Request for Proposal closing date and time.

##### **Intermediate Animator**

- M.1** Must have as a minimum a college diploma (*in any field*).
- M.2** Must have a minimum of 3 years' of experience within the last 6 years as an Animator as of the call-up request date or the resulting Request for Proposal closing date and time.

##### **Junior Animator**

- M.1** Must have as a minimum a college diploma (*in any field*).
- M.2** Must have a minimum of 1 year of experience within the last 6 years as an Animator as of the call-up request date or the resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have a secondary school diploma.
- M.2** Must have a minimum of 3 years' of experience within the last 6 years as an Animator as of the call-up request date or the resulting Request for Proposal closing date and time.

### 4. Video Producer

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

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

**DELIVERABLES MAY INCLUDE:**

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

**MINIMUM COMPETENCIES OF THE PROFESSION:**

**Video Producer**

- M.1** Must have as a minimum a college diploma (*in any field*).
- M.2** Must have a minimum of 3 years' of experience within the last 6 years as a Video Producer as of the call-up request date or the resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have a secondary school diploma.
- M.2** Must have a minimum of 5 years' of experience within the last 8 years as a Video Producer as of the call-up request date or the resulting Request for Proposal closing date and time.

**5. Audio Producer**

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

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

**DELIVERABLES MAY INCLUDE:**

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

**MINIMUM COMPETENCIES OF THE PROFESSION:**

**Audio Producer**

- M.1** Must have as a minimum a college diploma (*in any field*).
- M.2** Must have a minimum of 3 years' of experience within the last 6 years as an Audio Producer as of the call-up request date or the resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have a secondary school diploma.
- M.2** Must have a minimum of 5 years' of experience within the last 8 years as an Audio Producer as of the call-up request date or the resulting Request for Proposal closing date and time.

**6. Multimedia Director**

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

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

**DELIVERABLES MAY INCLUDE:**

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

**MINIMUM COMPETENCIES OF THE PROFESSION:**

**Multimedia Director**

- M.1** Must have as a minimum a college diploma (*in any field*).
- M.2** Must have a minimum of 1 year of experience within the last 6 years as a Multimedia Director as of the call-up request date or the resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have a secondary school diploma.
- M.2** Must have a minimum of 3 years' of experience within the last 6 years as Multimedia Director as of the call-up request date or the resulting Request for Proposal closing date and time.

## **7. Narrator**

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

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

### **DELIVERABLES MAY INCLUDE:**

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

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

#### **Narrator**

- M.1** Must have a minimum of a secondary school diploma.
- M.2** Must have a minimum of 1 year of experience within the last 3 years as a Narrator as of the call-up request date or the resulting Request for Proposal closing date and time.

## **Stream 5 Training Delivery**

### **1. Instructor**

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

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

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

- 1.1 Confirm with the client if there are any accessible requirements prior to the start of the scheduled training start date;
- 1.2 Deliver the training in accordance with the course lesson plan, using appropriate adult education techniques, and using accessible services and/or equipment, if required;
- 1.3 Setting up the classroom prior to the start of the scheduled start time including setting up accessible services and/or equipment, if required;
- 1.4 Ensure that the set-up of the classroom will allow for participants to have a direct line of sight to interpretive services (i.e. no support columns creating visual barriers), if required;
- 1.5 Ensure that all entrances, hallways and ramps are free of barriers, if required;
- 1.6 Provide administrative briefing to participants at the beginning of the course outlining location of fire exits, washrooms, restaurant facilities, lunchroom area, and course outline;
- 1.7 Provide instructions to participants on how to use instructional materials in available accessible formats, if required;
- 1.8 Distribute attendance list to participants for their signature;
- 1.9 Evaluate tests and/or assignments;
- 1.10 Distribute course certificates to participants;
- 1.11 Distribute course evaluations to participants;
- 1.12 Provide any feedback and recommendations to the Technical Authority regarding the course; and
- 1.13 Set-up the online environment in accordance with the training plan and accessibility requirements, if required.

### **DELIVERABLES MAY INCLUDE:**

1. Course feedback report.

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

#### **Senior Instructor**

- M.1** Must have a minimum of 120 training days within the last 3 years in Instructing in the *identified subject area of the requirement* as of the call-up request date or the resulting Request for Proposal closing date and time.

- M.2** Must have a minimum of 1 year working experience in the *identified subject area of the requirement* as of the call-up request date or the resulting Request for Proposal closing date and time.

### **Intermediate Instructor**

- M.1** Must have a minimum of 60 training days within the last 3 years in Instructing in the *identified subject area of the requirement* as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.2** Must have a minimum of 1 year working experience in the *identified subject area of the requirement* as of the call-up request date or the resulting Request for Proposal closing date and time.

### **Junior Instructor**

- M.1** Must have a minimum of 30 training days within the last 3 years in Instructing in the *identified subject area of the requirement* as of the call-up request date or the resulting Request for Proposal closing date and time.

## **2. Training Facilitator**

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

### **Definition of Online Facilitation:**

- a) Online Facilitation involves managing learners and learning through an online medium such as virtual classroom applications. It also refers to the management of online communication between learners by a facilitator. In this regard, online facilitation is moving from an emphasis on web content to a more interactive structure that recognizes the social and interactive elements of knowledge construction, and to pedagogical approaches that enable learner centered, rather than facilitator driven learning;
- b) There are two main types of online facilitation:
  - i. **Asynchronous** – communications such as discussion forums, electronic bulletin boards and e-groups in which the facilitator acts as a moderator reviewing contributors message offline and posting administrative messages; and
  - ii. **Synchronous** – events in which the facilitator works in real time, leading or assisting in the delivery of instruction to learners within a virtual classroom application though lecture, discussion, interactive exercises, use of slides, whiteboard, application sharing and document review, and other tools and techniques commonly associated with virtual classroom applications.'
- c) Means of online facilitation include, but are not limited to the following:
  - i. Virtual classroom application software;
  - ii. Static text;
  - iii. Threaded or unthreaded discussion boards;
  - iv. Instant messaging or chat;
  - v. Live voice or video;
  - vi. Provision of links to other materials or lists of materials;
  - vii. Email; and
  - viii. Non-virtual means, such as phone support.

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



- 2.1 Becoming familiar with the course content prior to course delivery;
- 2.2 Attending the train-the-trainer sessions, dry run and pilot tests;
- 2.3 Contribute suggestions towards course improvements or revisions;
- 2.4 Deliver training by:
  - i. Guiding learners through course materials and specific activities (e.g. problem solving, information sharing), and focusing on critical points;
  - ii. Critiquing work/thinking in a supportive fashion;
  - iii. Promoting interactivity and discussions;
  - iv. Maintaining a pace suitable to the course schedule;
  - v. Creating and fostering a collaborative and safe environment for participants;
  - vi. Motivating learners to take responsibility for their own learning;
  - vii. Catering to different learning preferences and learner needs, finding the optimal balance between private email and public discussions, and encouraging collaborative work and learner-learner or group discussions;
  - viii. Moderating and/or managing discussions, encouraging and gently guiding the discussion, planting ideas or starting new topics, and managing differences of opinion or perspectives effectively;
  - ix. Sharing information and resources with the group;
  - x. Answering participants' questions and providing help when required.
- 2.5 Helping learners make the transition from private one-on-one email to group participation;
- 2.6 Assisting learners to become comfortable with systems and software; and
- 2.7 Scanning for copyrighted material that shouldn't be posted without permission of the author.

**DELIVERABLES MAY INCLUDE:**

1. Course feedback report.

**MINIMUM COMPETENCIES OF THE PROFESSION:**

**Senior Training Facilitator**

- M.1** Must have delivered a minimum of 120 training days within the last 3 years as a Training Facilitator as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.2** If online training facilitation is part of the requirement, then must have delivered a minimum of 90 training hours within the last 3 years as an Online Training Facilitator as of the call-up request date or the resulting Request for Proposal closing date and time.

**Intermediate Training Facilitator**

- M.1** Must have delivered a minimum of 60 training days within the last 3 years as a Training Facilitator as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.2** If online training facilitation is part of the requirement, then must have delivered a minimum of 60 training hours within the last 3 years as an Online Training Facilitator as of the call-up request date or the resulting Request for Proposal closing date and time.

**Junior Training Facilitator**

- M.1** Must have delivered a minimum of 30 training days within the last 3 years as a Training Facilitator as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.2** If online training facilitation is part of the requirement, then must have delivered a minimum of 30 training hours within the last 3 years as an Online Training Facilitator as of the call-up request date or the resulting Request for Proposal closing date and time.

## **Stream 6 Training Evaluation Services**

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

Evaluate and measure desired learning outcomes:

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

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

### **Learning Assessment Model:**

Most organizations use the Kirkpatrick learning assessment model or equivalent.

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

### **Levels of evaluation of learning:**

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

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

### **1. Training Evaluator**

In particular, the Training Evaluator must perform the following tasks:

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

**DELIVERABLES MAY INCLUDE:**

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

**MINIMUM COMPETENCIES OF THE PROFESSION:**

**Evaluator**

- M.1** During the past 5 years must have completed at least 5 KirkPatrick learning assessments or an equivalent method in the assessment of learning and/or training programs for adults as of the call-up request date or the resulting Request for Proposal closing date and time.

## **Stream 7 Project Management**

### **1. Project Manager**

Tasks of a Project Manager include, but are not limited to:

- 1.1. Managing the scope of the projects and products, budget and schedule;
- 1.2. Developing and updating the work breakdown structure and detailed project plans;
- 1.3. Tracking project plans and managing resources;
- 1.4. Managing the change control process;
- 1.5. Maintaining communication with government stakeholders and other project managers and reports progress of the project on an ongoing basis and at scheduled points in the life cycle;
- 1.6. Managing risks and implementing problem resolutions;
- 1.7. Planning, organizing, directing and controlling quality assurance throughout the project; and
- 1.8. Supporting the release, implementation and delivery of products.

#### **DELIVERABLES MAY INCLUDE:**

1. Work breakdown structure;
2. Project plan; and
3. Project status reports.

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

##### **Senior Project Manager**

- M.1** Must have as a minimum a college diploma (*in any field*) or a project management professional certification from the [Project Management Institute](#).
- M.2** Must have a minimum of 6 years' experience as a Project Manager, including 3 years' experience in managing training projects as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** If eLearning is part of the requirement, then the Project Manager must have a minimum of 3 years' experience in managing eLearning and/or software projects, including a minimum of 1 year of experience in managing eLearning projects as of the call-up request date or the resulting Request for Proposal closing date and time.

##### **Intermediate Project Manager**

- M.1** Must have as a minimum a college diploma (*in any field*) or a project management professional certification from the [Project Management Institute](#).
- M.2** Must have a minimum of 4 years' experience as a Project Manager, including 2 years' experience in managing training projects as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** If eLearning is part of the requirement, then the Project Manager must have a minimum of 2 years' experience in managing eLearning and/or software projects, including a minimum of 1 year of experience in managing eLearning projects as of the call-up request date or the resulting Request for Proposal closing date and time.

**Junior Project Manager**

- M.1** Must have as a minimum a college diploma (*in any field*) or a project management professional certification from the [Project Management Institute](#).
- M.2** Must have a minimum of 2 years' experience as a Project Manager, including a minimum of 1 year experience in managing training projects as of the call-up request date or the resulting Request for Proposal closing date and time.
- M.3** If eLearning is part of the requirement, then the Project Manager must have a minimum of 2 years' experience in managing eLearning and/or software projects, including a minimum of 1 year of experience in managing eLearning projects as of the call-up request date or the resulting Request for Proposal closing date and time.

## **Appendix 1 to Annex A**

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

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

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

#### **1.2 eLearning Products**

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

- i. Computer-based training (not Web based, files reside on personal computer or CD-ROM);
- ii. Self-directed web-based computer-based training (running through web-browser, files reside on personal computer or CD-ROM);
- iii. Self-directed web-based training (browser-based, files reside on server, runs over internet and/or intranet);
- iv. Synchronous/virtual classroom/webinar. Design and development aspect, but not delivery aspect;
- v. Asynchronous online discussions/learning. Design and development aspect, but not delivery aspect;
- vi. Hybrid (face to face classroom and online training). Design and development aspect, but not the delivery aspect;
- vii. Electronic performance support;
- viii. Online communities of practice;
- ix. Blogs, wikis;
- x. Podcasts, webcasts;
- xi. E-Library (online interactive manuals, references, etc.);
- xii. Complex gaming products;
- xiii. Synthetic environments (2D and/or 3D);
- xiv. Simulations;
- xv. Multi-media portions of traditional classroom-based courses; and
- xvi. M-learning (mobile learning).

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

Learning products have the following characteristics:

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

#### **1.4 eLearning Product Delivery Methods**

eLearning solutions may be provided via the following channels:

- i. intranet, internet, and/or CD-ROM;
- ii. government owned or contracted legacy learning content management system/learning management system;
- iii. an asynchronous/synchronous tool; or
- iv. as a stand-alone product.

## 1.5 Multi-Media Integration

eLearning products will require integration of a variety of multi-media/interactive elements depending on requirements, which may include one or more of the following:

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

## 1.6 Delivery Platform Independence

eLearning products must be able to be delivered through multiple mechanisms (e.g. computer-based training, web-based training). The solution must allow the ability to choose delivery mechanisms.

## 1.7 Dynamic Content and Flexible Architecture

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

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

## 1.8 Easy to Navigate and Maintain Information Structures

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

## 1.9 Media and Delivery Mechanisms

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

## 1.10 Reusability

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

## 1.11 Performance Tracking and Assessment

- 1.11.1 The approach and extent of performance data collected will be a function of eLearning product requirements and the information management and information technology infrastructure.



- 1.11.2 Performance tracking and assessment functionality may be required to conform to SCORM as identified in any resultant call-up/contract. Use of application programming interface calls falling under SCORM conformance must only be used if required by the client.
- 1.11.3 Performance tracking and assessment functionality may include any or all of the following:
  - i. Performance assessment in a learning context;
  - ii. Basic student survey technique, collecting subjective data;
  - iii. Advanced forms of data collection including the use of a database;
  - iv. Collection of objective data, such as completion rates and times; and
  - v. Ability to track the student's progress, to help them keep track of test scores and evaluations.

## **1.12 Searching**

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

**Appendix 2 to Annex A  
Acronyms**

ACF	Availability Confirmation Form
APRC	Accessible Procurement Resource Centre
CPSS	Centralized Professional Services System
CSP	Contract Security Program
DOS	Designated Organizational Screening
FSC	Facility Security Clearance
JV	Joint Venture
LS	Learning Services
NCR	National Capital Region
NPP	Notice of Proposed Procurement
PWGSC	Public Works and Government Services Canada
QUR	Quarterly Usage Report
RFSA	Request for Supply Arrangement
RFSO	Request for Standing Offer
SA	Supply Arrangement
SACC	Standard Acquisitions Clauses and Conditions
SCORM	Shareable Content Object Reference Model
SO	Standing Offer
SRCL	Security Requirement Check List

**ANNEX B**  
**Generic Security Requirements Check Lists (SRCLs)**

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

**Note to Bidder:** It is mandatory to have a minimum security clearance of DOS Reliability prior to issuance of a LS SA. Should your company require sponsorship at the minimum DOS Reliability level, it is suggested suppliers send an email request to the LS general email account at [TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.OCAMAServicesApprentissage-SOSALearningServices.PWGSC@tpsgc-pwgsc.gc.ca) as soon as possible.



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

E60ZH-2000LS

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### SECURITY REQUIREMENTS CHECK LIST (SRCL)

### LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		Public Works and Government Services Canada	
2. Branch or Directorate / Direction générale ou Direction		PSPD/Acquisitions	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Learning Services Standing Offer and/or Supply Arrangement			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			
		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
		SECRET SECRET <input type="checkbox"/>	
		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non ☐ Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes  
Non ☐ Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET – SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:

Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes  
Non ☐ Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes  
Non ☐ Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non ☐ Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
Non ☐ Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes  
Non ☐ Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non ☐ Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes  
Non ☐ Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

E60ZH-2000LS

Security Classification / Classification de sécurité  
UNCLASSIFIED

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL  CONFIDENTIEL	SECRET	TOP SECRET  TRÈS SECRET	NATO RESTRICTED  NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL  NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET  COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL  CONFIDENTIEL	SECRET	TOP SECRET  TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes  
Non Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**

**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes  
Non Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**

**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

**ANNEX C**  
**Qualified Streams and Categories**

*Annex C will be attached to the LS SA/SO upon issuance.*



**ANNEX D**  
**Availability Confirmation Form**  
**for**  
**Call-ups Against a Standing Offer**  
**for**  
**Learning Services**  
**required by**  
**[Canada will insert Identified User]**

This ACF constitutes an Offeror's Response, when completed by an Offeror and provided to the Contracting Authority listed below. All terms and conditions of the Offeror's Standing Offer apply and are incorporated by reference into this ACF.

Availability Confirmation Form	
Date of Issuance [YYYY-MM-DD]	Identified User [Canada will insert Identified User]
ACF Form No (Optional) _____	Identified User Reference No. _____
<b>A GENERAL INFORMATION</b>	
<b>1. Response Requirements</b>	
<p>1a. Response Due Date</p> <p>Offeror's Response to this ACF must be received by email no later than</p> <p>_____ [AM/PM] [Time Zone]</p> <p>of the following date [YYYY-MM-DD]</p>	<p>1b. The Response and any enquiry must <u>only</u> be directed to</p> <p>Contracting Authority _____</p> <p>Address _____</p> <p>Telephone xxx-xxx-xxxx</p> <p>Facsimile xxx-xxx-xxxx</p> <p>Email xxxxxxxx@xxxx.xxxx.xxx</p>
<b>B REQUIREMENT SUMMARY</b>	
<b>1. Statement of Work (SOW)</b>	
<p>[Canada will choose one of the following two options]</p> <p>[OPTION 1] See attached SOW [Canada will attach document]</p> <p>[OPTION 2] Canada will insert details as per below</p> <p>1.1 Background</p> <p>1.2 Reference Documents</p> <p>1.3 Scope of Work</p> <p>1.4 Constraints</p> <p>1.5 Support provided by Canada</p>	

<b>2. Payments</b>					
<b>2a. Basis of Payment</b>					
<input type="checkbox"/> Professional Services provided with a Maximum Price of \$ _____ <input type="checkbox"/> Professional Services provided with a Firm Price <input type="checkbox"/> Professional Services					
<b>2b. Method of Payment</b>					
<input type="checkbox"/> Single Payment <input type="checkbox"/> Monthly Payment					
<b>2c. Pre Authorized Travel and Living Expenses</b>					
<input type="checkbox"/> Canada will reimburse <input type="checkbox"/> Canada will not reimburse					
<b>2d. In the sub article Limitation of Expenditure - Customs Duties are</b>					
<input type="checkbox"/> Included <input type="checkbox"/> Excluded <input type="checkbox"/> Subject to exemption					
<b>3. Contract Period</b>					
3a. Contract Period	From:	[YYYY-MM-DD]	To:	[YYYY-MM-DD]	
3b. Option to Extend the Contract [If an option applies, these blanks will be filled in by Canada]	The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to ____ additional ____-[week/month/year] period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions 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 ____ calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority and must be evidenced through a contract amendment.				
<b>4. Resource Requirements</b>					
4a. Stream [Name of Stream will be inserted]					
4b. Categories Required in accordance with Annex A of the Standing Offer					
Category	Level of Expertise	Linguistic Profile	Required Level of Security	Estimated Level of Effort (days)	Number of Resources
[Name of Category will be inserted]		<input type="checkbox"/> French <input type="checkbox"/> English <input type="checkbox"/> Bilingual			
[Rows will be inserted as required]		<input type="checkbox"/> French <input type="checkbox"/> English <input type="checkbox"/> Bilingual			
<b>5. Work Location</b>	Contractor's location <input type="checkbox"/> Other <input type="checkbox"/> (specify)				
<b>6. Region or Metropolitan Area</b>	[Canada will insert Region(s) or Metropolitan Area(s)]				
<b>7. Travel Requirements</b>	[Canada will insert details]				
<b>8. Security Requirement</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>				
<b>Common Professional Services SRCL applies</b>	Common PS SRCL # [Canada will insert SRCL #] as defined by <a href="https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html">https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html</a> is being used for this requirement.				

## C OFFEROR'S RESPONSE INFORMATION

[This section must be filled for every Offeror's Response]

### 1. Offeror's and Contractor's Representative information

1a. Name of Offeror \_\_\_\_\_

SO Number \_\_\_\_\_

Name of Authorized Offeror's Representative \_\_\_\_\_

Title of Authorized Offeror's Representative \_\_\_\_\_

### 1b. Contractor's Representative under the Contract

Name \_\_\_\_\_

Telephone \_\_\_\_\_

Facsimile \_\_\_\_\_

Email \_\_\_\_\_

### 2. Certification - Education and Experience

By providing a response to this ACF, the Offeror certifies that all the information provided in the response and supporting material submitted with its response, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. The Offeror warrants that every individual proposed by the Offeror for the requirement is capable of performing the Work described in the resulting contract.

### 3. Resource Assessment

Offerors must demonstrate that the proposed resource(s) meet(s) the qualifications (experience, education, certifications, if applicable) in accordance with Annex A for the requested category(-ies) and level(s).

[Offeror to insert details]

<b>4. Proposed Resource(s)</b>				
4a. Stream [Offeror to insert stream]				
4b. Resource Category [Offeror to insert resource category]				
Resource	Level of Expertise	Linguistic Profile	PWGSC Security File Number	Minimum Security Level
[Offeror to insert details]				
[Rows will be inserted as required]				

<b>5. Financial Response</b>
------------------------------

## 5a. Contract Period

[Offeror to insert or delete rows as required]			Contract Period [YYYY-MM-DD to YYYY-MM-DD]			
A	B	C	D	E	F	G
Category	Name of Proposed Resource	Level of Expertise	Estimated Level of Effort (days)	Per diem rate	Number of Resources	Total Cost [D x E x F]
				\$		\$
				\$		\$
				\$		\$
					Subtotal	\$ [TBD]
					Applicable Taxes	\$ [TBD]
					<b>TOTAL</b>	<b>\$ [TBD]</b>

## 5b. Optional Contract Period [if applicable, otherwise delete table]

[Offeror to insert or delete rows as required]			Optional Contract Period [YYYY-MM-DD to YYYY-MM-DD]			
A	B	C	D	E	F	G
Category	Name of Proposed Resource	Level of Expertise	Estimated Level of Effort (days)	Per diem rate	Number of Resources	Total Cost [D x E x F]
				\$		\$
				\$		\$
				\$		\$
					Subtotal	\$ [TBD]
					Applicable Taxes	\$ [TBD]
					<b>TOTAL</b>	<b>\$ [TBD]</b>