

**REQUEST FOR LEARNING SERVICES SUPPLY ARRANGEMENT - REFRESH 2**

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

## **Request for Learning Services Supply Arrangement - Refresh 2**

This Request for Supply Arrangement (RFSA) 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.

**New Bidders:** In order to be considered for a LS SA, it is mandatory to submit a bid online via the Centralized Professional Services System (CPSS) portal, in accordance with this RFSA by the closing date and time indicated on page 1 of this RFSA. New Bidders must select 'Not Offered' for any Category you do not wish to offer or 'Newly Substantiated' for any Category you wish to offer and enter the reference information.

**Existing Suppliers:** It is an opportunity to include additional information to your existing SA such as Streams, Categories, Region/Metropolitan Areas. Existing Suppliers must select 'Newly Substantiated' for any new Category you wish to offer and enter the reference information.

Please refer to Attachment B to Component I of the solicitation for the User Guide on How to Bid Online Using CPSS.

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

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## COMPONENT I – RFSA

### PART 1 - GENERAL INFORMATION

#### 1.1 Introduction

This RFSA has two components:

Component I and Attachments A and B 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.

#### 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                        |
| 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               |
| SA       | Supply Arrangement                           |
| SAAC     | Standard Acquisitions Clauses and Conditions |
| SRCL     | Security Requirement Check List              |
| SRI      | Supplier Registration Information            |

#### KEY TERMS

**Active/Inactive:** Only a SA issued during the 2021 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 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 (<https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/iffpe-seeps-eng.html>) page.

**Existing Supplier:** Refers to a Bidder for this solicitation that currently holds a valid SA under the LS method of supply. Only a SA issued during the 2021 LS re-competition – i.e. E60ZH-2100LS or any of its refresh periods -- are considered “validly held” and their holders “Existing Suppliers”. It is an opportunity to include additional information to your existing SA such as Streams, Categories, Region/Metropolitan Areas. Existing Suppliers must select ‘Newly Substantiated’ for any new Category you wish to offer and enter the reference information.

**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* (<https://www.laws-lois.justice.gc.ca/eng/acts/F-11/index.html>) (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* (<https://www.laws-lois.justice.gc.ca/eng/acts/P-38.2/index.html>).

**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 under the LS method of supply. New Bidders must select ‘Not Offered’ for any Category you do not wish to offer or ‘Newly Substantiated’ for any Category you wish to offer and enter the reference information.

**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.

### 1.3 Summary

This solicitation is a RFSA 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. 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.

The requirement is subject to the provisions of the Canada-United States-Mexico Agreement (CUSMA), the World Trade Organization Agreement on Government Procurement, 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 resulting from this RFSA solicitation may be used by Identified Users to fulfill their individual requirements. Only “pre-qualified suppliers” issued a SA via this RFSA 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.

### **1.4 Streams and Categories**

This RFSA 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.

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.

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 that result from this RFSA 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 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.

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 (<https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzrma-eng.html>) page for more information.

## 1.6 Minimum Security Requirement

Before the issuance of a SA, 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.

## 1.7 Debriefings

Bidders may request a debriefing on the results of the RFSA process. Bidders should make the request to the SA Authority within 10 working days of receipt of the results of the RFSA 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 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.

The Government of Canada's press release (<https://www.canada.ca/en/public-services-procurement/news/2018/07/government-of-canada-awards-contract-for-electronic-procurement-solution.html>) 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by PWGSC.

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

#### 2.1.1 SACC Manual Clauses

- a) S0030T (2014-11-27) Financial Viability (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/S/S0030T/4>).

#### 2.1.2 Standard Instructions

2008 (2020-05-28) Standard Instructions – Request for Supply Arrangements – Goods or Services, are incorporated by reference into and form part of the RFSA (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2008/20>).

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 solicitation will remain valid for a period of not less than 220 calendar days from the closing date and time of the RFSA. 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.

### 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) (<https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWFjdGlvbj1yZWdpc3Rlci5pbmRybyZpZD0z&lang=eng>) 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 must be used if submitting a bid under this RFSA refresh 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 solicitation, bids must be submitted electronically through the DCC of the CPSS by the RFSA 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 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 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 posted on PWGSC's BuyandSell (<https://buyandsell.gc.ca/procurement-data/tenders>). 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 (<https://buyandsell.gc.ca/procurement-data/tenders/follow-opportunities>) page on PWGSC's BuyandSell web site.

## 2.6 Applicable Laws

The issued SA, and any contract awarded issued under 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.

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 (<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour.html>) to implement employment equity. In the event that this SA would lead to a contract 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 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 - 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 solicitation does not require the submission of individual resources or resumes. If issued a SA 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 closing date and time.

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

### 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 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:

- “INPUT IN DCC” indicates that the Bidder MUST input information into the DCC and ensure to click the <Submit> button.
- “CONFIRM IN DCC” indicates that the Existing Supplier must validate carried over information before ensuring to click the <Submit> button.
- “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><br>Is not an Existing Supplier (not a current LS SA Holder). | <b>Existing Supplier:</b><br>IS NOT 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><br>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)   |

| Column A  | Column B  | Column C   | Column D   |
|---|---|--|--|
|   | <b>New Bidder:</b>  | <b>Existing Supplier:</b>  | <b>Existing Supplier:</b>  |
|   | Is not an Existing Supplier (not a current LS SA or SO Holder). | IS NOT changing the Technical Response already on file from the previous LS solicitation, nor requesting any additional Region(s), Stream(s), or Category(-ies). | 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. |
| <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 (Levels of Expertise for Streams and Categories) | INPUT IN DCC  | CONFIRM IN DCC   | INPUT IN DCC (for new Streams and Categories)  |
| <b>Section II 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  |
| 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 and the technical criteria. All elements of this RFSA 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 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 are included in Attachment A to Component I of this RFSA

### **4.3 Basis of Selection**

Bids that do not comply with each and every mandatory requirement applicable to the SA 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 that meets the mandatory requirements set out in Attachment A to Component I – Mandatory Technical Evaluation Criteria for the SA.

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.

#### **Step 2 - Supplier Selection and Issuance of SA**

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

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

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

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

### **4.5 Security Requirement**

#### 4.5.1 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.

#### 4.5.2 Security Requirement for Resulting Contracts

Contracts awarded under a SA resulting from this RFSA 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 (<https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html>), 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 Authority and obtained a valid FSC at the secret level issued by CSP.

Bidders may request that the SA 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 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.

#### 4.5.3 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:

- 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 SA, and after such issuance. The SA 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 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:

- 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 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 RFSA:

- a) must sign and submit this certification online through the CPSS Supplier Module - DCC, by the closing date and time of this RFSA; 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:

- 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; \_\_\_\_\_ (initial);
- iii. since the date the mandatory requirements were first met (as evidenced by the date of issuance of the SA) 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 has been canceled by PWGSC or withdrawn by the Bidder. \_\_\_\_\_ (initial)

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Applicable to New/Existing Suppliers who have undergone a corporate change:

New Suppliers: If an Existing Supplier creates a new entity as a result of a corporate change that occurred less than one year before the closing date of this RFSA, Canada may, despite the Standard Instructions 2008-5.8 and General Conditions 2020-3.e, consider all of the following:

1. the one year minimum requirement to be met for the new entity, and
2. the transfer of a SA, and
3. allowing the carry-over of existing information already on file, if applicable,

OR

Existing Suppliers: If an Existing Supplier undergoes a corporate change, Canada may, despite the Standard Instructions 2008-5.8 and General Conditions 2020-3.e, consider all of the following:

1. the transfer of a SA, and
2. allowing the carry-over of existing information already on file, if applicable,

The New/Existing Supplier must certify to all of the following:

- a) The corporate change was solely for tax or other purposes unrelated to the business of the other legal entities; \_\_\_\_\_ (initial)
- b) The corporate change does not affect the ability of the New/Existing Supplier to carry on the business that had been carried on by the previous legal entity or entities; \_\_\_\_\_ (initial)
- c) The New/Existing Supplier has carried on the business on behalf of all of the other legal entity or entities involved, uninterrupted from the date of the corporate change; \_\_\_\_\_ (initial)
- d) The New/Existing Supplier maintains the same assets, undertakings, operational capability, skills and resources as the other legal entity or entities had maintained before the corporate change; \_\_\_\_\_ (initial)
- e) The other legal entity or entities has or have each carried on business, uninterrupted and in the normal course, for at least one year; \_\_\_\_\_ (initial)
- f) The New/Existing Supplier did not reorganize or restructure due to bankruptcy; \_\_\_\_\_ (initial)
- g) The New/Existing Supplier and its affiliates are in compliance with the 'Integrity Provisions' certification; \_\_\_\_\_ (initial) and \_\_\_\_\_ (initial) and
- h) The New/Existing Supplier is security cleared to the same level as the other legal entity or entities \_\_\_\_\_ (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; 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.

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Legal Name

---

PBN (used for this solicitation)

Is the Bidder (Select all that apply):

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

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Signature

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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.

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, a SA 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 (<https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/2012-2.html>) and the Guidelines on the Proactive Disclosure of Contracts (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676>).

## 5.4 Aboriginal Business Certification

Bidders seeking to qualify for an Aboriginal SA must complete the certification in the DCC of CPSS by the closing date and time of this RFSA 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)

PLEASE COMPLETE ONLY ONE OF THE 2 BOXES BELOW

I, \_\_\_\_\_ (*Insert Name of duly authorized representative of business*), want to be considered as an Aboriginal and Non-Aboriginal Supplier. [  ]

I, \_\_\_\_\_ (*Insert Name of duly authorized representative of business*), want to be considered as an Aboriginal supplier only. [  ]

1. PLEASE COMPLETE THE INFORMATION REQUIRED BELOW

- a) I, \_\_\_\_\_ (*Insert Name of duly authorized representative of business*) hereby certify that \_\_\_\_\_ (*Insert name of Supplier*) meets, and will continue to meet throughout the duration of the Aboriginal SO, the requirements for this program as set out in the "Requirements for the Set-Aside Program for Aboriginal Business" (<https://www.aadnc-aandc.gc.ca/eng/1100100033060/1100100033061>), 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 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. | [ <input type="checkbox"/> ]    | The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization, |
|    | OR [ <input type="checkbox"/> ] | 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:  |
|    | [ <input type="checkbox"/> ]    | fewer than six full-time employees   |
|    | OR [ <input type="checkbox"/> ] | 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 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 (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 will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. 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 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 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 Program certification) stating that it:

- i. meets the requirements for the Program and will continue to do so throughout the duration of the contract;
- 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.

### **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, the requirements described in the above-mentioned annex;
  - ii. agrees that any subcontractor it engages under the SA 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 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 any resulting contract.

By submitting a bid the Bidder is certifying that:

- i. it has read and understands the *Code of Conduct for Procurement* (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>);
- ii. it has read and understands the *Ineligibility and Suspension Policy* (<https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>); 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 (<https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>).

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 that the Bidder provided a false or misleading certification or declaration, Canada may cancel the SA, and terminate for default any resulting contracts. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for issuance of a SA for providing a false or misleading certification or declaration.

## ATTACHMENT A TO COMPONENT I

### Mandatory Technical Evaluation Criteria for the SA

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 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 if a SA is issued to them.

**Example 1:** Company 123 is an Existing SA 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 2:** Company 456 is an Existing SO Supplier for Stream 1 and wishes to supply the same Stream under the SA. The Existing SO 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 SA.

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 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 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, one member of the JV must meet the minimum of 3 years in business as of the closing date of this RFSA 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 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, 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 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.

See Attachment B 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 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 B 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 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, 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, 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, should one be issued. The Bidder can re-apply for that Category at a SA refresh or a SA 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 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 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 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 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 solicitation by requesting additional financial information from the New Bidder or by other means, at any time prior to and after SA 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 once a SA have been issued.

#### **M.4.4 Corporate Changes to Suppliers**

**New Suppliers:** If an existing supplier creates a new entity as a result of a corporate change that occurred less than one year before the closing date of this RFSA solicitation, Canada may, despite the Standard Instructions 2008-5.8 and General Conditions 2020-3.e, consider all of the following:

1. the one year minimum requirement to be met for the new entity, and
2. the transfer of a SA, and
3. allowing the carry-over of existing information already on file, if applicable,

**Existing Suppliers:** If an existing supplier undergoes a corporate change, Canada may, despite the Standard Instructions 2008-5.8 and General Conditions 2020-3.e, consider all of the following:

1. the transfer of a SA, and
2. allowing the carry-over of existing information already on file, if applicable,

The New/Existing Supplier must certify to all of the following:

- a) The corporate change was solely for tax or other purposes unrelated to the business of the other legal entities;
- b) The corporate change does not affect the ability of the New/Existing Supplier to carry on the business that had been carried on by the previous legal entity or entities;
- c) The New/Existing Supplier has carried on the business on behalf of all of the other legal entity or entities involved, uninterrupted from the date of the corporate change;
- d) The New/Existing Supplier maintains the same assets, undertakings, operational capability, skills and resources as the other legal entity or entities had maintained before the corporate change;
- e) The other legal entity or entities has or have each carried on business, uninterrupted and in the normal course, for at least one year;

The New/Existing Supplier did not reorganize or restructure due to bankruptcy;

- a) The New/Existing Supplier and its affiliates are in compliance with the 'Integrity Provisions' certification; and
- b) The New/Existing Supplier is security cleared to the same level as the other legal entity or entities.



In order for the information from one SA to be transferred to the New/Existing Supplier, the New/Existing Supplier must submit an electronic bid through the CPSS ePortal.

The timeline to process the transfer of information from one SA to the New/Existing Supplier in the CPSS ePortal may take up to six months as the submission will be evaluated along with all other bids submitted under the refresh that is being evaluated.

## ATTACHMENT B 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 solicitation document.

New Bidders must first enroll in the CPSS Supplier Module, beginning at the Enrolment Instructions for Suppliers (<https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/iffpe-seeps-eng.html>) 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 (<https://sspc-fournisseur-cpss-supplier.tpsgc-pwgsc.gc.ca/IndiquerouvertureSession-ShowLogin-Eng.action?lang=eng>) 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).

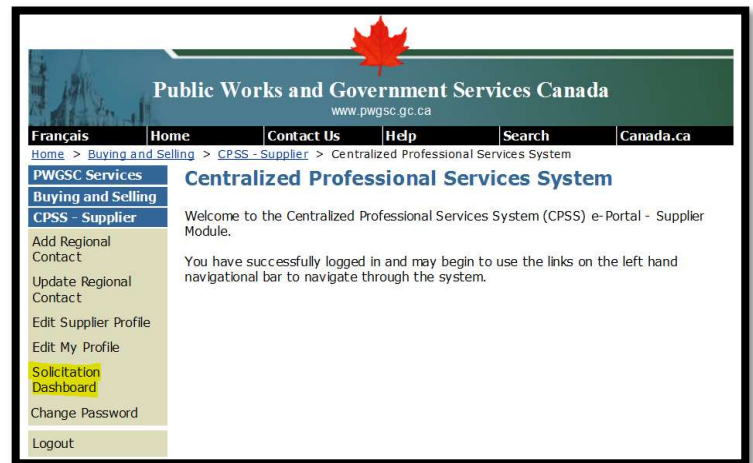


Fig. 1.a

## 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 Statures 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.

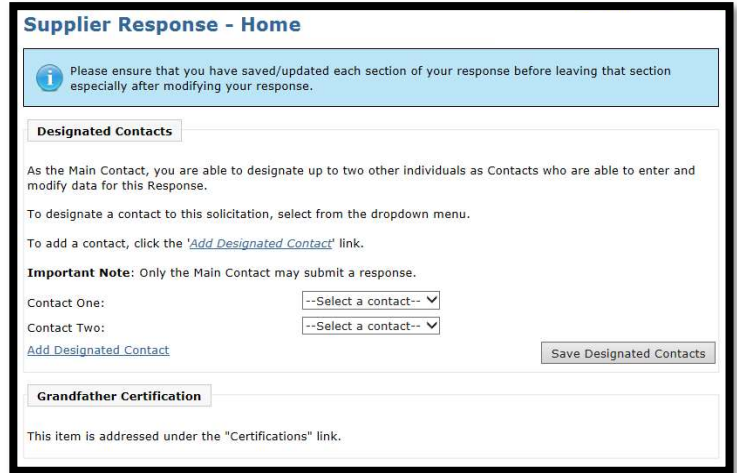


Fig. 2.a

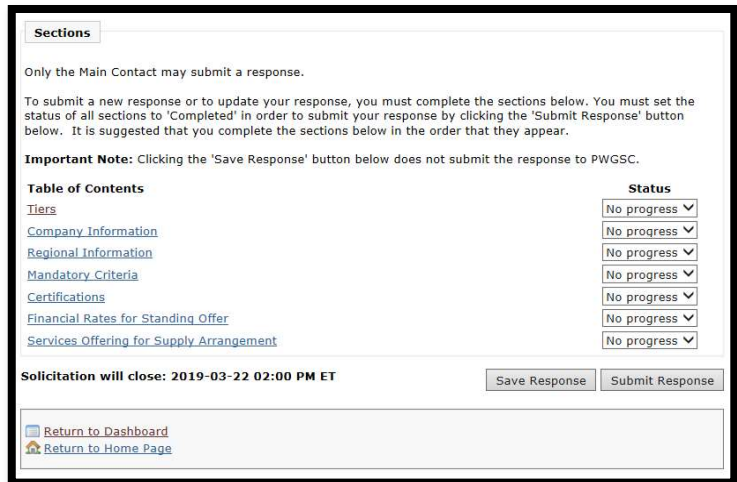


Fig. 2.b

## Confirm Your Company Information

From the 'Supplier Response – Home' page, click the 'Company Information' link to proceed to the 'Company Information' page (Fig. 3.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.
6. Back on the 'Response Home Page', set the Status indicator for the 'Company Information' section to 'Complete' and click the 'Save Response' button.

Fig. 3.a

## 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. 4.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 be issued. Make sure to select all Regions and Metropolitan Areas to which you wish to offer your services.

2. Click 'Update'.

Fig. 4.a

3. Scroll down to “Regional Contact Information” (Fig. 4.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.

6. Click ‘Update’.

7. Scroll down to ‘Local Offices’ (Fig. 4.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. 4.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. 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.

**Regional Contact Information**  
Select a contact from the dropdown or click [‘Add Regional Contact’](#) to create a new contact.

**Important Note:** The name that appears in the dropdown is the contact that will receive any request for proposals or request for availabilities. It is the responsibility of the supplier’s Main Contact to ensure that this information is kept up to date.

| Regions / Metropolitan Areas  | Contact             |
|-------------------------------|---------------------|
| Atlantic                      | LastName, FirstName |
| Halifax                       | LastName, FirstName |
| Moncton                       | LastName, FirstName |
| Quebec                        | LastName, FirstName |
| Quebec City                   | LastName, FirstName |
| Montreal                      | LastName, FirstName |
| National Capital Region (NCR) | LastName, FirstName |
| Ontario                       | LastName, FirstName |
| Toronto                       | LastName, FirstName |
| Western                       | LastName, FirstName |
| Winnipeg                      | LastName, FirstName |
| Saskatoon                     | LastName, FirstName |

[Edit](#)

Fig. 4.b

**Local Offices**  
Local Offices are applicable to Metropolitan Areas only. Select from the dropdown menu or click [‘Add New Local Office’](#) to add a local office. Local Offices that are added will then appear in the dropdown for selection. Once completed, click ‘Update’.

**Please note:** It is not mandatory to have a Local Office.

| Metropolitan Area             | Office Name           |
|-------------------------------|-----------------------|
| Halifax                       | --- Please Select --- |
| Moncton                       | --- Please Select --- |
| Quebec City                   | --- Please Select --- |
| Montreal                      | --- Please Select --- |
| National Capital Region (NCR) | Ottawa                |

[Edit](#)

Fig. 4.c

**Language Preferences for Client Communication**  
Please indicate the language preference for each region/metropolitan area and click ‘Update’. The language preference you select may be used by client departments to send solicitation documents to your company in the language of your choice. After a successful evaluation and award, the option to change the language preferences will be available to you at any time via the Centralized Professional Services System (CPSS) ePortal.

Existing Suppliers: the values below are pre-populated using information from your previous bid submission. For language preferences to take effect immediately, please update the information via your [supplier profile](#).

**Please note:** Any change of language preference during a RFP process should also be communicated to the client department directly which may or may not result in an extension to the RFP process.

| Region / Metropolitan Area    | Preference    |
|-------------------------------|---------------|
| Atlantic                      | No Preference |
| Halifax                       | No Preference |
| Moncton                       | No Preference |
| Quebec                        | No Preference |
| Quebec City                   | No Preference |
| Montreal                      | No Preference |
| National Capital Region (NCR) | French        |
| Ontario                       | No Preference |
| Toronto                       | No Preference |

Fig. 4.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. 5.a)

1. Select SA and then click 'Add'. This will create a bidding Group 1 (Fig. 5.b).

2. 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.

3. From the 'Mandatory Criteria Groups' page, click the 'Group 1' link to proceed to the 'Mandatory Criteria Group 1' page (Fig. 5.c).

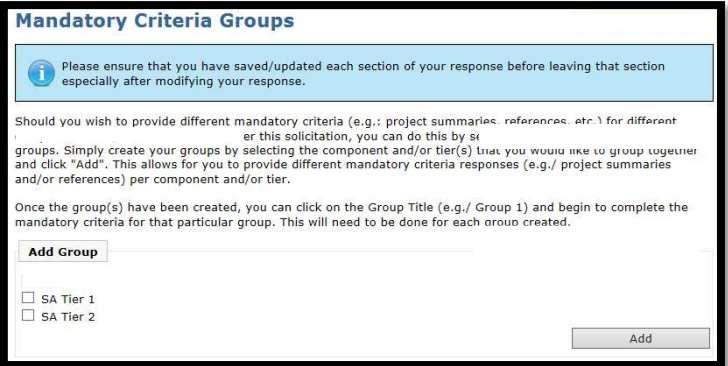


Fig. 5.a

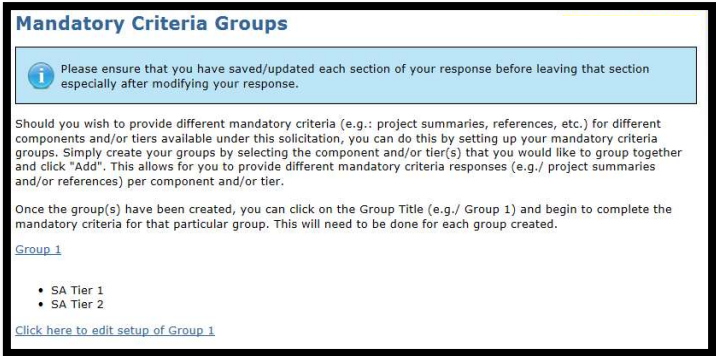


Fig. 5.b

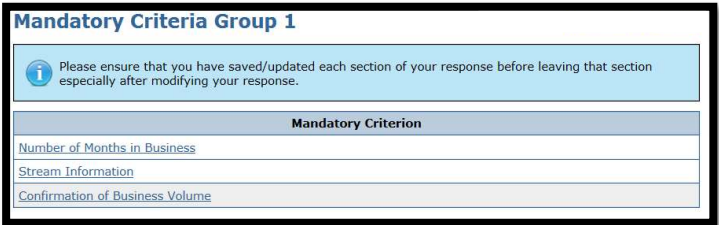


Fig. 5.c

## 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. 6.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 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. 6.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. 7.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'.

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.

*Fig. 7.a*

## 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. 8.a)

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

2. Scroll down to the Category selection dropdowns (Fig 8.b).

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

4. New Bidders must select 'Not Offered' for any Category you do not wish to offer 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.

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

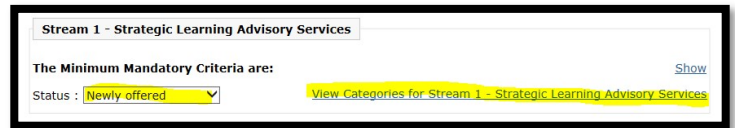


Fig. 8.a

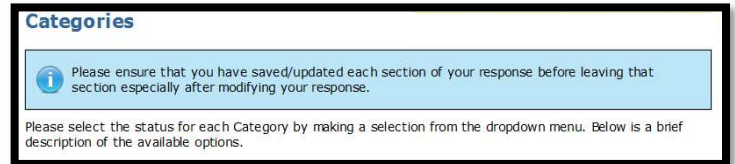


Fig. 8.b

## Enter Reference Information

From the 'Categories' page, click the 'Substantiate Reference' link for the first Category you wish to provide with reference information (Fig. 9.a)

1. Click 'Substantiate Reference'.

2. On the 'Category - Substantiation' page for the Category in question (Fig. 9.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.

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.

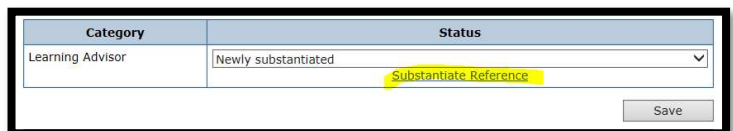


Fig. 9.a

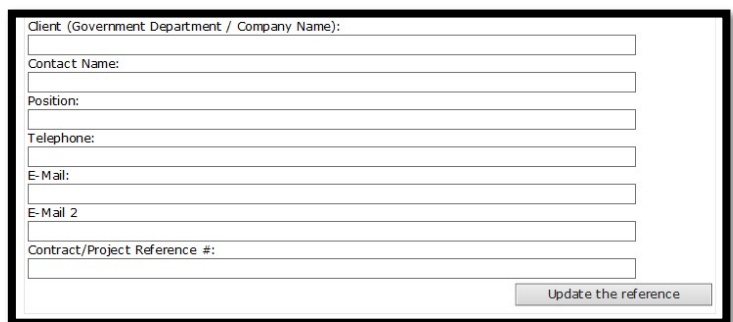


Fig. 9.b



**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. 10.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/RFSO available on [buyandsell.qc.ca/tenders](http://buyandsell.qc.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/RFSO:

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/RFSO 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.**

*Fig. 10.a*

## Enter Certifications

1. From the 'Response Home Page' click on the link called "Certifications" to visit the 'Certifications' page (Fig. 11.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.

**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.

Fig. 11.a

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, 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.

## Offer Levels of Service for the Supply Arrangement

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 12.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. 12.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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by PWGSC.

2020 (2020-07-01) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the SA (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2020/17>).

#### 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 (<https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/ocannexd-soannexd-eng.html>). 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 period for awarding contracts under the SA is from date of SA issuance to June 30, 2023. Canada may, by notice in writing to all SA suppliers and by posting on PWGSC's Buyandsell (<https://buyandsell.gc.ca/procurement-data/tenders>) 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                          | April 1, 2022                 | May 27, 2022                  | July 4, 2022                      |
| Refresh Period 2                          | July 5, 2022                  | August 26, 2022               | October 3, 2022                   |
| Refresh Period 3                          | October 1, 2022               | November 25, 2022             | January 4, 2023                   |

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 (<https://www.laws-lois.justice.gc.ca/eng/acts/F-11/index.html>) 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* (<https://www.laws-lois.justice.gc.ca/eng/acts/P-38.2/index.html>).

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 (2020-07-01), Supply Arrangement - Goods or Services;
- c) the General Conditions 2035, Higher Complexity – Services (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/18>);
- d) the Supplemental General Conditions 4007, Canada to Own Intellectual Property Rights in Foreground Information (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4007/3>);
- 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" (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4>) 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 (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/9/35/1>). 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 (<https://rehelv-acrd.tpsgc-pwgsc.gc.ca/index-eng.aspx>), 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 (<https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/rsama-satli-eng.html>).

## 16. Regions and Metropolitan Areas

Definitions of the Remote/Virtual Access, Regions and Metropolitan Areas (<https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzmra-eng.html>) 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 GCcollab.

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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25>); or 2004 Standard Instructions - Goods or Services - Non-Competitive Requirements (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2004/15>);
- 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 an 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 (<https://www.laws-lois.justice.gc.ca/eng/regulations/SOR-87-402/index.html>) Identified Users may direct a contract to an eligible Supplier.

**2.3.2 Requirement valued up to the Canada-Korea Free Trade Agreement (CKFTA) 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 CKFTA 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by PWGSC.

A model request for proposal and resulting contract clauses document is available for use on GCcollab 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.

## 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 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 (<https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/ocannexa-soannexa-eng.html#ap1>);
- b) Appendix 2 - Acronyms (<https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/ocannexa-soannexa-eng.html#ap2>);
- c) Shareable Content Object Reference Model (SCORM) ([https://en.wikipedia.org/wiki/Sharable\\_Content\\_Object\\_Reference\\_Model](https://en.wikipedia.org/wiki/Sharable_Content_Object_Reference_Model));
- d) Common Look and Feel Guidelines (<https://www.publicsafety.gc.ca/cnt/mrgnc-mngmnt/mrgnc-prprdss/npas/clf-lng-20-en.aspx>); and
- e) Web Content Accessibility Guidelines (<https://w3c.github.io/wai-website/standards-guidelines/wcag/docs/>) (this document is only available in English).

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 (<https://laws.justice.gc.ca/eng/acts/A-0.6/index.html>);
- b) Treasury Board Contracting Policy (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494>);
- c) Treasury Board Secretariat Guidelines to Ensuring Accessibility via Public Procurement ([http://www.gcpeia.gc.ca/gcwiki/images/5/57/Accessibility\\_in\\_Procurement\\_Guidance\\_-\\_April\\_2019-V1%28EN%29.pdf](http://www.gcpeia.gc.ca/gcwiki/images/5/57/Accessibility_in_Procurement_Guidance_-_April_2019-V1%28EN%29.pdf)).

Accessibility standards may include, but are not limited to European Union EN 301 549 (<http://mandate376.standards.eu/standard>) (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 (<http://service.ssc.gc.ca/en/contact/partclisupport/aaact>) 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.

#### **DELIVERABLES 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 have as a minimum an 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 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 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 resulting Request for Proposal closing date and time.

**OR**

**M.1** Must have as a minimum 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 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
  - 1.6.7 Evaluate accessible instructional materials to determine whether they can be converted in whole or in part for eLearning.



**DELIVERABLES 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 have as a minimum an 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 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 resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have as a minimum 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 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 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 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 resulting Request for Proposal closing date and time.

**Intermediate Learning Designer**

- M.1** Must have as a minimum an 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 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 resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have as a minimum 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 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 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 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 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 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 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 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 resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have as a minimum a secondary school diploma.
- M.2** Must have at least 5 years' experience in course design as of 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 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.

### **DELIVERABLES 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 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 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 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.

### **DELIVERABLES 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 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 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 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);

**DELIVERABLES 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 have as a minimum 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 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 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 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.

### **DELIVERABLES 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 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 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 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 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 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 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 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 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 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 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 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 resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have as a minimum 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 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 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 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 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.

#### **DELIVERABLES 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 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 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 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 resulting Request for Proposal closing date and time.

### **Junior Rapid eLearning Programmer**

- M.1** Must have as a minimum 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 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 resulting Request for Proposal closing date and time.

## **4. Quality Assurance**

Tasks of the quality assurer include, but are not limited to:

- 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.

**DELIVERABLES 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have as a minimum 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 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 resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have as a minimum 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 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 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 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 resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have as a minimum 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 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 resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have as a minimum 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 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 resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have as a minimum 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 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 resulting Request for Proposal closing date and time.

**OR**

- M.1** Must have as a minimum 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 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 as a minimum 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 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 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 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 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 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 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 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 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 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 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 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 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**

Tasks of a Training Evaluator include, but are not limited to:

- 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 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 (<https://www.pmi.org/>).
- 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 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 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 (<https://www.pmi.org/>).
- 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 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 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 (<https://www.pmi.org/>).
- 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 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 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               |
| SA    | Supply Arrangement                           |
| SACC  | Standard Acquisitions Clauses and Conditions |
| SCORM | Shareable Content Object Reference Model     |
| 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 (<https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html>).

**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.

**ANNEX C**  
**Qualified Streams and Categories**

*Annex C will be attached to the LS SA upon issuance.*