



REQUEST FOR a STANDING OFFER (RFSO)

DND Reference Number: DND-13-0002494

French Second Language Training Services – Colorado Springs, Colorado, USA.



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Part I – INTRODUCTION

1. Introduction

- 1.1 The Department of National Defence (DND) Canadian Forces Language School (CFLS) has a requirement for the provision of French Second Language Training Services on an “as and when requested basis” to military personnel located at **Peterson Air Force Base in Colorado Springs, Colorado, United States of America (USA)**. Details of the requirement are outlined in Annex A – Statement of Work (SOW).
- 1.2 It is intended to issue a Standing Offer (SO) Agreement from date of issuance to 31 March 2014, with options to extend for three (3) additional one-year periods at the Crown’s discretion.

2. Terms and Conditions of the Resulting Standing Offer

- 2.1 The “General Conditions – Standing Offers – Goods or Services” used by Public Works and Government Services Canada, Clause ID 2005 (2012/11/19), will form part of any resulting Standing Offer, with the following modifications:
- 2.1.1 The definition of “Minister” will be the Minister of National Defence.
- 2.1.2 2005 11, Code of Conduct and Certifications – Contract is hereby deleted and replaced with the following:

Code of Conduct for Procurement

The Contractor certifies that it has read the *Code of Conduct for Procurement* (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>) and agrees to be bound by its terms.

- 2.2 The “General Conditions – Higher Complexity- Services” used by Public Works and Government Services Canada, Clause ID 2035 (2013/06/27), will form part of any resulting contract, with the following modifications;
- 2.2.1 The definition of “Minister” will be the Minister of National Defence.
- 2.2.2 2035 41, Code of Conduct and Certifications – Contract is hereby deleted and replaced with the following:

Code of Conduct for Procurement

The Offeror certifies that it has read the *Code of Conduct for Procurement* (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>) and agrees to be bound by its terms.

- 2.3 The “Proactive Disclosure of Contracts with Former Public Servants” Clause ID A3025C (2013/03/21), will form part of the Standing Offer and any contract resulting from the Standing Offer.
- 2.4 The document can be found in the Standard Acquisitions Clauses and Conditions (SACC) Manual at: <http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/>



PART II – INSTRUCTIONS FOR SUBMITTING PROPOSALS

3. Proposal Format

- 3.1 The Bidder is requested to submit one (1) soft copy of its Technical Proposal, one (1) soft copy of its Financial Proposal. The Technical Proposal and the Financial Proposal shall be submitted as separate documents and no financial information should appear in the Technical Proposal. The format of the Proposals must be in either MS Office or in PDF format.

4. Identification of Bidder's Contact

- 4.1 Canada requests the Bidder to provide the contact information of the Bidder's representative (including name, address, telephone number and e-mail address) to be included and clearly identified in the proposal response to facilitate any communication during the evaluation process.

5. Delivery Instructions for Proposals

- 5.1 Proposals are to be submitted by electronic mail (email) to Julie.Poirier@forces.gc.ca and must be received by the D Svcs C Contracting Officer on or before **2:00 p.m.** EDT (local Ottawa, Ontario, Canada time) on the closing date of **30 September 2013**. Responses received after 2:00 p.m. on the Closing Date will be given no further consideration.
- 5.2 Bidders are to ensure that the Solicitation Number (**DND-13/0002494**) and Closing Date and Time (**30 September 2013, 2:00pm**) are clearly marked on any email correspondence.
- 5.3 Electronic Submissions: Individual e-mails exceeding 5 megabytes, or that include other factors such as imbedded macros and/or links, may be rejected by the Department of National Defence (DND) e-mail system and/or firewall(s) without notice to the Bidder or the D Svcs C Contracting Officer. Larger proposals may be submitted through more than one e-mail. The D Svcs C Contracting Officer will send an email acknowledging receipt of the proposal. It is the Bidder's responsibility to ensure that the DND POC has received the entire submission.
- 5.4 Proposals may be submitted in either English or French.
- 5.5 Proposals will not be returned.
- 5.6 No payment will be made for costs incurred in the preparation and submission of a proposal in response to this RFP.

6. Communications Regarding the Bid Solicitation

- 6.1 To ensure the integrity of the competitive bid process, enquiries and other communications regarding this solicitation are to be directed **only** to the D Svcs C Contracting Officer (Julie Poirier, D Svcs C 4-4-2) by email at Julie.Poirier@forces.gc.ca.
- 6.2 Enquiries, and other communications, are not to be directed to any other government official(s) or person(s) having access to government buildings or information. Enquiries are to be directed only as detailed above, in sub-paragraph 6.1. Failure to comply with the request may result in the bid being declared non-responsive.



- 6.3 Enquiries shall be in writing and received by the Contracting Authority, i.e. D Svcs C Contracting Officer, **no later than five (05) calendar days prior to the bid closing date** to allow sufficient time to provide a response. Enquiries received after that time may not be answered.
- 6.4 It is the responsibility of the Bidder to obtain clarification of any terms, conditions or technical requirements contained in the RFSO. During the RFSO posting period, potential Bidders are encouraged to submit questions or requests for clarification regarding the content of the RFSO. This is the only opportunity prior to bid closing for Bidders to address issues or raise any concerns related to the RFSO content.
- 6.5 To ensure consistency and quality of information provided to Bidders, relevant enquiries received, and the replies to such enquiries, will be provided simultaneously, via the Government Electronic Tendering System (GETS) Tender Notice at BuyandSell.gc.ca, to all Bidders who have requested the solicitation document from GETS, without revealing the source(s) of the enquiries.

7. Validity of Proposals

- 7.1 Any Proposal submitted shall remain open for acceptance of a period of not less than **60 days** after the bid closing date and time of the RFSO. Amendments to the Bidder's bids/proposal response will not be accepted after bid closing.
- 7.2 All Bidders submitting proposals will receive written notification of the results of the evaluation as soon as the process is complete. Bidders should allow at least forty-five (45) days after bid closing for the results to be known. Responses to requests for information on the status of the evaluation will not normally be provided until all evaluations are complete.

8. Rights

- 8.1 The Department of National Defence (DND) reserves the right to:
- reject any or all proposals received in response to this RFSO;
 - cancel this RFSO at any time;
 - reissue the RFSO;
 - seek clarification and verify any or all information provided with respect to this RFSO; and
 - negotiate with the sole responsive Bidder to ensure Best Value to the Crown.

9. Pricing Support/Review

- 9.1 In the event that the Bidder's Proposal is the sole responsive proposal received, the Bidder shall provide, upon DND's request, acceptable forms of price support.
- 9.2 Bidders are advised that a review of the proposed pricing may be required. Detailed supporting documentation may be requested by DND to validate the rates and other charges proposed.



PART III - REQUIREMENTS AND CONDITIONS TO ISSUANCE OF A STANDING OFFER

10. Applicable Laws

- 10.1 The Standing Offer and any contract resulting from the Standing Offer shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province of Ontario, Canada.
- 10.2 The Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

11. Terms of Payment

- 11.1 Basis of Payment: The Basis of Payment will be Limitation of Expenditure for each call-up based on the quoted rates of the successful Bidder's Financial Proposal.
- 11.2 Basis of Payment for Travel: All travel and living expenses incurred in support of this training requirement are to be the responsibility of the Offeror.
- 11.3 Method of Payment: Payment by Her Majesty to the Offeror for the work shall be made within thirty (30) days following the delivery and acceptance of all deliverables or the date of receipt of a duly completed invoice, whichever date is later.

12. Requirements Precedent to Issuance of a Standing Offer

One (1) copy of the following document(s) and evidence of security clearance, if applicable, must be provided prior to the award of any resulting Standing Offer:

- 12.1 Non-Disclosure Agreement: The Bidder must obtain the signed non-disclosure agreement (Appendix I) from his/her employee(s) or subcontractor(s) before they are given access to information by or on behalf of Canada in connection with the Work.
- 12.2 Former Public Servant Certification: In accordance with Treasury Board Policies and Directives on Contract with Former Public Servants, Bidders must certify compliance by completing the Former Public Servant Certification (Appendix 2).

Information to Bidders: It is highly recommended that the completed and signed Non-Disclosure Agreement (Appendix 1) and Former Public Servant Certification (Appendix 2) be provided with the Technical Proposal at the time of bid closing.

- 13. Security – Unclassified**: This requirement is Unclassified and there is no security associated with this requirement.

14. Standing Offer Call-up Procedures

- a. The Work to be performed will be on an “as and when requested” basis. Requirements will be identified by the Technical Authority.



- b. For each work request, the Technical Authority will contact the Offeror and provide details of the request, including which course is requested and any other information required by the Statement of Work.
- c. The Offeror will confirm availability of instructors and, if requested, provide the résumé (CV) and a copy of instructor certification for each proposed instructor.
- d. Should the Offeror be unable to provide the requested services for any reason, the Offeror must notify the Technical Authority within the timeframe indicated when contacted. The Offeror and Call-up Authority must work together to come to an agreement. The Standing Offer / Contracting Authority may be consulted if an agreement is not forthcoming.
- e. Upon agreement of the terms of the work request, the Offeror will be authorized by the identified Call-up / Contracting Authority, as applicable, to proceed with the Work by issuance of a call-up based on the prices in the Offeror's offer, using the PWGSC-TPSGC 942, Call-up Against a Standing Offer Form. The Offeror must not undertake any of the specified work unless and until a call-up is authorized by the Call-up Authority or Standing Offer / Contracting Authority, as applicable.
- f. Upon receipt of a call-up, the Offeror will, in writing, acknowledge receipt and confirm acceptance of the Call-up, unless the Offeror has any concerns, in which case the Offeror will notify the Call-up Authority.
- g. Individual call-ups against the Standing Offer exceeding \$(amount to be specified in the resulting Standing Offer) (applicable taxes included) will require the approval of the Standing Offer / Contracting Authority.



STATEMENT OF WORK

1. REQUIREMENT

- 1.1 The Canadian Forces Language School (CFLS) has a requirement for Professional Services to provide French Second Language Training on an “as and when requested” basis to military personnel located at the Peterson Air Force Base in Colorado Springs, Colorado, United States of America (USA). The training requested may be either on a full-time or part-time basis, for groups or individual(s), in classrooms furnished by the Offeror. In some instances, the Offeror may be requested to provide services at the aforementioned Air Force Base (the student’s workplace).

2. BACKGROUND

- 2.1 The purpose of the Military Second Language Training Plan (MSLTP) is to support the objectives of the Department of National Defence (DND) relating to official languages by providing language training based on the bilingualism requirements of positions held by Canadian Forces (CF) members of the Regular Force and Primary Reserve and on certain specific requirements.
- 2.2 The goal of the MSLTP is to enable CF members sent on language training to attain a level of language proficiency that will allow them to perform their tasks effectively in French as a second language.

3. OBJECTIVE

- 3.1 The objective of the resulting Standing Offer (SO) Agreement is to support the MSLTP’s goal, by delivering French Second Language Training to military personnel at Peterson Air Force Base.

4. SCOPE

- 4.1 Through this Standing Offer, the Offeror may be called upon to deliver four types of training to be specified in a [PWGSC –TPSGC 942 CALL-UP AGAINST A STANDING OFFER](#):
- 4.1.1 Courses with a single Progress Level (PL);
 - 4.1.2 Specific skill courses;
 - 4.1.3 Retention Language Services; and
 - 4.1.4 Preparation to the Second Language Evaluation (SLE) Services.
- 4.2 The Offeror will be informed of the type of training and the administrative details when there is a call-up against this Standing Offer Agreement.



5. APPLICABLE DOCUMENTS

5.1 [PWGSC –TPSGC 942 CALL-UP AGAINST A STANDING OFFER](#)

5.2 Canadian Forces French Curriculum (CFFC) (books and CDs)

5.3 Teacher Training Documents and Material

5.4 Educational material for courses with a single Progress Level (PL)

5.5 MSLTP specifications:

5.5.1 Qualifications Standard A-P3-002-SLT/PC-H01

5.5.2 Training Plan A-P3-050-SLT/PH-H01 (French)

6. GENERALITIES

6.1 The Program Manager, using form PWGSC –TPSGC 942 CALL-UP AGAINST A STANDING OFFER, will inform the Offeror of the specific tasks to be completed. The Offeror must not begin work prior to receiving an authorized form PWGSC –TPSGC 942 CALL-UP AGAINST A STANDING OFFER signed by the Program Manager. DND shall pay solely for the provision of services indicated on the call-up, provided always that such call-up is made in accordance with the provisions of this Standing Offer.

6.2 Starting date for the services: as specified on form PWGSC –TPSGC 942 CALL-UP AGAINST A STANDING OFFER.

6.3 Completion date for the services: as specified on form PWGSC –TPSGC 942 CALL-UP AGAINST A STANDING OFFER.

6.4 No supplementary work shall be done unless the DND representative designated in the Standing Offer issues a notice of change and/or a written instruction or unless a call-up has been received.

6.5 The Offeror must conform to the methodological, pedagogical and administrative specifications associated with the prescribed educational material.

6.6 The Offeror must evaluate progress based on normal practice at CFLS. CFLS practices will be discussed with the Offeror soon after issuance of the Standing Offer.

6.7 The Offeror must inform the local Official Languages Coordinator and Program Manager should any issues arise during the provision of the services of a call-up.

6.8 The Standing Offer and related work are normally unclassified. In some cases, however, when the work is done on site (the students' workplace), a pass, visitor permit or escort may be required.

6.9 Under no circumstances shall the Offeror divulge personal information or information of a delicate nature for purposes other than those specified in the curriculum. All other use or disclosure must be approved by the Government of Canada.

6.10 A student's progress and course results shall be discussed exclusively with the Official Languages Coordinator and/or the Program Manager.



- 6.11 Canada reserves the right to cancel a course, [PWGSC –TPSGC 942 CALL-UP AGAINST A STANDING OFFER](#) at anytime with no penalty. The Contractor will receive five (5) business days notice, and will only be paid for hours worked. This includes any of the four (4) types of training group courses (Courses with a single Progress Level (PL), Specific skill courses, Retention Language Services and Preparation to the Second Language Evaluation (SLE) Services) in a group and/or individual setting and at the part-time and/or full-time level.
- 6.12 Canada reserves the right to cancel a class at any time. Should this be done twenty-four (24) hours in advance, the Crown will not be charged for these class hours. A class is considered to be one (1) individual class on a specific date/time/duration. If the class is not cancelled twenty-four (24) hours in advance, the company reserves the right to charge DND for these class hours.
- 6.13 A copy of the Canadian Forces French Curriculum (books and CD's), Teacher Training Material, MSLTP Specifications, Training Plans and Course Report Templates will be provided to the Offeror upon the issuance of the Standing Offer.

7. TASKS

7.1 COURSE WITH A SINGLE PROGRESS LEVEL (PL)

- 7.1.2 The Offeror must prepare and deliver part-time and full-time training that will enable candidates to acquire the requisite linguistic profile in French as a second language on an “as and when required” basis.
- 7.1.3 This training has the following objectives:
- (a) Levels A, B and C in oral communication;
 - (b) Levels A, B and C in reading; and
 - (c) Levels A and B in writing.
- 7.1.4 Using the Canadian Forces French Curriculum (CFFC), the Offeror will teach a Single Progress Level (PL) 150 hours in length, unless an agreement is concluded with the Program Manager.
- 7.1.5 The Offeror shall use the communicative approach on all courses and be prepared to meet the specific needs of the students.
- 7.1.6 The Offeror reserves the right to charge DND for one hour of preparation time for every 15 hours of teaching a course with a single progress level. For the 150 hours the Offeror is teaching they reserve the right to charge DND for 10 hours of preparation time. Therefore, the Offeror reserves the right to charge DND a total of 160 hours under the Single Progress Level (PL).
- 7.1.7 Number of students per class will vary between three (3) and eight (8) for a course with a single PL.
- 7.1.8 The Offeror must provide a weekly plan describing upcoming activities no later than 11:59 pm, Colorado time, on the Sunday preceding the upcoming week.



- 7.1.9 The Offeror must provide a monthly attendance report statement, initialized by all students or certified by the local Official Languages Coordinator, with the invoice submission.
- 7.1.10 The Offeror must provide a progress report/course report (CF377) and/or other reports following the training, that has received prior approval from the local Official Languages Coordinator, ten (10) working days after the course has been completed.
- 7.2 SPECIFIC SKILLS COURSE
- 7.2.1 The Offeror must prepare and deliver part-time and full-time training that will enable candidates to focus on a specific skill in French as a second language on an “as and when required” basis.
- 7.2.2 This training has the following objectives:
- (a) Level A, B or C in oral communication;
 - (b) Level A, B or C in reading; and
 - (c) Level A or B in writing.
- 7.2.3 Using the Canadian Forces French Curriculum (CFFC), the Offeror will teach a Specific Skill Course, 90 hours in length, unless an agreement is concluded with the Program Manager.
- 7.2.4 The Offeror must use the communicative approach on all courses and be prepared to meet the specific needs of the students.
- 7.2.5 The Offeror reserves the right to charge DND for one hour of preparation time for every fifteen (15) hours of teaching up to a maximum of six (6) hours for each Specific Skill Course. For the 90 hours the Offeror is teaching they reserve the right to charge DND for 6 hours of preparation time. Therefore, the Offeror reserves the right to charge DND a total of 96 hours under the Specific Skill Course.
- 7.2.6 Number of students per class will vary between three (3) and eight (8) for each Specific Skill Course.
- 7.2.7 The Offeror must provide a course plan, developed by the Offeror, and submitted to the Program Manager for approval one (1) week after the course has commenced. This course plan must address:
- Current level of the student;
 - Overall training objective;
 - Functional content; and
 - Communication strategies
- 7.2.8 The Offeror must provide a weekly plan describing upcoming activities no later than 11:59 pm, Colorado time, on the Sunday preceding the upcoming week.
- 7.2.9 The Offeror must provide a monthly attendance report statement, initialized by all students or certified by the local Official Languages Coordinator, with the invoice submission.



7.2.10 The Offeror must provide a progress report/course report (CF377) and/or other reports following the training, that has received prior approval from the local Official Languages Coordinator, ten (10) working days after the course has been completed.

7.3 RETENTION LANGUAGE SERVICES

7.3.1 The Offeror must prepare and deliver training that will enable candidates to maintain their linguistic profile in French as a second language on an “as and when required” basis.

7.3.2 This training has the following objectives:

- (a) Level A, B or C in oral communication;
- (b) Level A, B or C in reading; and
- (c) Level A or B in writing.

7.3.3 The Retention Language Services must be provided according to three modes:

- (a) Part-time, in progress individualized for Lieutenant-Colonels/Colonels and General Officers (GO/COL) at a maximum rate of four (4) hours/week up to two hundred (200) hrs in a twelve (12) month period.
- (b) Part-time, in the group course (two (2) to eight (8) students) for eleven (11) weeks consecutive at a maximum rate of four (4) hours/week (Total 44 hours).
- (c) Full-time, in the group course (two (2) to eight (8) students), three weeks consecutive at a rate of thirty (30) hours/week. (Total 90 hrs)

7.3.4 The Offeror must use the communicative approach in all courses and be prepared to meet the specific needs of the students.

7.3.5 The purpose of this course is to maintain language proficiency and the ability to communicate in a variety of work situations.

7.3.6 The course content shall include communications activities that provide a review of the grammatical structures, communication strategies, language functions and vocabulary associated with a variety of professional and other tasks.

7.3.7 This course is primarily for students who have already attained level A, B or C in oral interaction.

7.3.8 A course plan, developed by the Offeror must be submitted to the Program Manager for approval one (1) week after the course has commenced. This course plan must address:

- Current level of the student;
- Overall training objective;
- Functional content; and
- Communication strategies.



- 7.3.9 The Offeror must provide a monthly attendance report statement, initialized by all students or certified by the local Official Languages Coordinator, with the invoice submission.
- 7.3.10 The Offeror must provide a report following the training, on the topics covered, ten (10) working days after the training has been completed. The report is to be in the form of an e-mail, submitted to the Program Manager.

7.4 **PREPARATION SERVICES TO THE SECOND LANGUAGE EVALUATION (SLE)**

- 7.4.1 The Offeror must prepare and deliver training that will enable candidates to recuperate the requisite linguistic profile in French as a second language on an “as and when required” basis.
- 7.4.2 This course is given to members of the CF who previously attained a BBB or CBC level and whose linguistic profile is no longer valid or within six months of expiration.
- 7.4.3 This training has the following objectives:
- (a) Level B or C in oral communication;
 - (b) Level B or C in reading; and
 - (c) Level B in writing.
- 7.4.4 The Preparation to the SLE training services will be delivered full time for three (3) consecutive weeks (30 hours / week). (Total 90 hrs)
- 7.4.5 Number of students per class will vary between three (3) and eight (8) for the Preparation to the SLE course.
- 7.4.6 A course plan developed by the Offeror must be submitted to the Program Manager for approval, one (1) week after the course has commenced. This course plan must address:
- Current level of the student;
 - Overall training objective;
 - Functional content; and
 - Communication strategies.

8. DELIVERABLES

- 8.1 The Offeror must provide to the Program Manager, by fax or e-mail, with information concerning the activities specified in each authorized PWGSC –TPSGC 942 CALL-UP AGAINST A STANDING OFFER.
- 8.2 **COURSE WITH A SINGLE PROGRESS LEVEL (PL)**
- 8.2.1 The Offeror must deliver as a minimum the following:



- (a) Preparation and delivery of training, as described in paragraph 7.1 of SOW, which will enable candidates to acquire the requisite linguistic profile of the progress level specified in each call-up.
- (b) A weekly plan describing upcoming activities must be provided no later than 11:59 pm, Colorado time, on the Sunday preceding the upcoming week.
- (c) A monthly attendance report statement initialized by all students or certified by the local Official Languages Coordinator must be provided with the invoice submission.
- (d) A progress report/course report (CF377) and/or other reports following the training that has received prior approval from the local Official Languages Coordinator must be provided ten (10) working days after the course has been completed.

8.3 **SPECIFIC SKILLS COURSE**

8.3.1 The Offeror must deliver as a minimum the following:

8.3.2 Preparation and delivery of training, as described in paragraph 7.2 of SOW, which will enable candidates to focus on a specific skill as specified in each call-up.

8.3.3 A course plan developed by the Offeror must be submitted to the Program Manager for approval, one (1) week after the course has commenced. This course plan must address:

- Current level of the student;
- Overall training objective;
- Functional content; and
- Communication strategies.

8.3.4 A weekly plan describing upcoming activities must be provided no later than 11:59pm, Colorado time, on the Sunday preceding the upcoming week.

8.3.5 A monthly attendance report statement initialized by all students or certified by the local Official Languages Coordinator must be provided with the invoice submission.

8.3.6 A progress report/course report (CF377) and/or other reports following the training that has received prior approval from the local Official Languages Coordinator must be provided ten (10) working days after the course has been completed.

8.4 **RETENTION LANGUAGES SERVICES**

8.4.1 The Offeror must deliver as a minimum the following:

- (a) Preparation and delivery of training, as described in paragraph 7.3 of SOW, which will enable candidates to maintain their linguistic profile as specified in each call-up.

8.4.2 A course plan developed by the Offeror must be submitted to the Program Manager for approval, one (1) week after the course has commenced. This course plan must address:



- Current level of the student;
- Overall training objective;
- Functional content; and
- Communication strategies.

8.4.3 A monthly attendance report statement initialized by all students or certified by the local Official Languages Coordinator must be provided with the invoice submission.

8.4.4 A report, following the training , on the topics covered must be provided ten (10) working days after the training has been completed. The report is to be in the form of an e-mail, submitted to the Program Manager.

8.5 **PREPARATION SERVICES TO THE SECOND LANGUAGE EVALUATION (SLE)**

8.5.1 The Offeror must deliver as a minimum the following:

- (a) Preparation and delivery of training, as described in paragraph 7.4 of SOW, which will enable candidates to recuperate the requisite linguistic profile as specified in each call-up.
- (b) A course plan developed by the Offeror must be submitted to the Program Manager for approval, one (1) week after the course has commenced. This course plan must address:
 - Current level of the student;
 - Overall training objective;
 - Functional content; and
 - Communication strategies.

9. **LOCATION FOR PROVISION OF REQUIRED SERVICES**

9.1 All work performed in support of this Standing Offer shall be done at the Offeror's facilities in the vicinity of Peterson Air Force Base in Colorado Springs, Colorado, USA, except when conducting training at the aforementioned Air Force Base (student's location of work).

9.2 All travel and living expenses incurred in support of this training requirement are to be the responsibility of the Offeror including transportation to and from Peterson Air Force Base in Colorado. DND will not cover any transportation and/or living expenses in support of the Standing Offer.

10. **CONTRACTOR EQUIPMENT**

10.1 When training is held at the Offeror's facilities, the following equipment must be supplied:

- (a) Telephone services on site with students having access.
- (b) Blackboard and supplies.
- (c) MP3 Player.
- (d) Flip chart and supplies.
- (e) Reference dictionary.
- (f) Access to a television, a DVD player and Digital Audio/Video Capability.



11. ESTIMATED VOLUME OF REQUIRED SERVICES

11.1 This forecast represents French Second Language Training Services offered in a given training year:

Training Services	Progress Level	Teaching Hours per Course	Preparation Time	Number of Participants	Number of groups per year	Estimated hours of training services per year
(1) Course with a Single Progress Level (PL)	A,B or C	150 hours	1 hour for every 15 hours of teaching, up to a maximum of 10 hours.	Group: 3 to 8 students	1 group	150 hours teaching + 10 hours prep time = 160 hrs
(2) Specific Skill Course	A,B or C	90 hours	1 hour for every 15 hours of teaching, up to a maximum of 6 hours.	Group: 3 to 8 students	1 group	90 hours teaching + 6 hours prep time = 96 hrs
(3) Retention Language Services	A,B or C	Part Time: At a rate of 4 hours/week (up to 200 hrs within a 12 month period)	n/a	Individual	4 individuals = 4 courses (private classes)	60 hours teaching / per individual = 240 hrs
(3) Retention Language Services	A,B or C	Part Time: 11 weeks consecutive at a rate of 4 hours/week (Total 44 hrs)	n/a	Group: 2 to 8 students	3 groups	44 hours x 3 =132 hrs
(3) Retention Language Services	A,B or C	Full Time: 3 weeks consecutive at a rate of 30 hours/week (Total 90 hrs)	n/a	Group: 2 to 8 students	1 group	= 90 hrs
(4) Preparation services to the Second language Evaluation (SLE)	B or C	Full Time: 3 weeks consecutive at a rate of 30 hours/week (Total 90 hrs)	n/a	Group: 3 to 8 students	1 group	= 90 hrs

Note to Bidders: The anticipated volume may be further limited by budgetary or operational constraints and therefore perceived demand is not a guarantee for the delivery of a particular number of French Second Language Training Course(s) per training year.



12. LIMITATIONS AND CONSTRAINTS

Work Day:

A work day is defined as the time spent on the Tasks and Deliverables listed in Sections 7 and 8 of the Statement of Work for a period up to six (6) hours from Monday to Friday between the hours of 07:00 hrs and 18:00 hrs.

Call-ups will be no less than one (1) day.

Scheduling:

On occasion last minute requirements may arise and DND reserves the right to issue a Call-up up to two (2) days prior to a Task.

Specifications:

All courses must be offered in accordance with MSLTP specifications, which are defined in the following documents:

- (a) Qualifications Standard A-P3-002-SLT/PC-H01
- (b) Teaching Plan A-P3-050-SLT/PH-H01 (French)

13. LANGUAGE OF WORK

- 13.1 The resources must be fluent in both official languages of Canada (French and English). Fluent means that the individuals must be able to communicate orally and in writing without assistance and with minimal errors. The Tasks and Deliverables are to be provided in French.



ANNEX B – EVALUATION CRITERIA & SELECTION METHODOLOGY

B1 Acceptance of Request For Proposal Terms and Conditions

1.1 By submitting a proposal in reference to this Request for a Standing Offer Proposal, the Bidder agrees that it has read, understood and accepted all of the terms and conditions of the Request for Standing Offer, including the Statement of Work, Evaluation Criteria and Selection Methodology and any appendices and attachments.

1.2 In submitting a proposal, the Bidder agrees to commence work immediately following contract award.

B2 Evaluation of Proposals

2.1 Proposals submitted for this requirement shall clearly demonstrate that the Bidder meets all of the mandatory criteria to be deemed compliant. Failure to demonstrate this will result in the proposal being declared NON-COMPLIANT and given no further consideration.

2.2 The Bidder must clearly demonstrate the relevant experience and qualifications of the proposed resource. Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation. Supporting data may include resumes and any necessary documentation to demonstrate the experience and knowledge attained. Simply repeating the statements contained in the Statement of Work is not sufficient.

2.3 In order to evaluate the number of years of experience attained, the proposal shall, as a minimum, identify the **month and year** when the experience commenced and the **month and year** when the experience was completed. Failure to provide this information will be to the disadvantage of the Bidder. Failure to provide this information in response to a Mandatory Criteria whereby number of years of experience is evaluated will result in the proposal being declared NON-COMPLIANT.

2.4 In the case where the timelines of experience gained in two or more projects overlap, the duration of time common to each project/experience will not be counted more than once. Experience and knowledge shall be relevant to the requirement.

2.5 The proposal will be evaluated solely on its content and the documentation provided as part of the Bidder’s proposal, except as otherwise specifically provided in this solicitation. Any information or personnel proposed as options or additions to the work will NOT be evaluated.

2.6 It is recommended that Bidders include a grid in their proposals, cross-referring the items of the Statement of Work and Evaluation Criteria to statements of compliance with reference to supporting data and/or resume evidence contained in their proposals. Any misrepresentation discovered during the assessment will disqualify the entire proposal from further evaluation.

Information to Bidders: The compliance grid and templates, by and of itself, DOES NOT constitute demonstrated evidence. As stated in the paragraphs above, the resumes and/or any supporting documentation will be accepted as evidence.



2.7 An evaluation team composed of government officials from the DND TA client department will evaluate the technical proposals on behalf of Canada. In addition, Canada reserves the right to include as evaluation members, non-government employees that are not placed in a conflict of interest by participating.

B3 Mandatory Criteria

3.1 Responses that clearly demonstrate that all of the mandatory criteria have been met will be evaluated further. It is the Bidder’s responsibility to clearly demonstrate that all of the mandatory criteria are met. Responses failing to do so will be ruled non-compliant and will not be considered further.

3.2 Bidders are encouraged to supply as much information as necessary to demonstrate clearly that the mandatory requirements are met and to ensure evaluated criteria can be properly assessed.

3.3 As a mandatory part of the bid submission, the Bidder shall:

NUMBER	MANDATORY TECHNICAL CRITERIA	PROPOSAL REFERENCE
M1.	<p>The Bidder’s proposed teaching facility must be located within thirty (30) km of the Peterson Air Force Base in Colorado Springs, Colorado, USA.</p> <p>Bidder must provide the address of the proposed training facility at the time of bid submission.</p>	
M2.	<p>The Bidder must submit a detailed CV for three (3) proposed resources demonstrating that each meets the minimum mandatory requirements (educational and work experience).</p>	
M3.	<p>The Bidder must clearly demonstrate that the proposed resource has a university degree from a recognized academic institution in the following field of study; languages, translation, journalism, history, political sciences, social sciences, theology, psychology, communication, anthropology, sociology, philosophy, literature or law.</p> <p>Bidder must provide a copy of the Degree at the time of bid submission.</p> <p>*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: http://www.cicic.ca/indexe.stm</p>	
M4.	<p>Each proposed resource must have a minimum of four hundred (400) hours of teaching experience in delivering French as a second language training/course to adults, since January 2000. The teaching experience can be in a group and/or individualized setting.</p> <p>Bidder must provide details for said experience including:</p>	



	<ul style="list-style-type: none"> • Name and description of French Training/Course(s) delivered; • Timeframe (from-to dates; month and year); and • Number of completed hours of teaching experience delivering French as a second language training/course to adults, since January 2000. 	
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3.4 Only those bids meeting the Mandatory Criteria will be considered further. It is imperative that all indicated qualifications and experience are fully demonstrated and supported in the proposal to be declared compliant. Simply listing or stating that a qualification or experience exists will not suffice for the purposes of demonstrated.

B4 Financial Proposal

4.1 Financial Proposals are to be submitted in a document separate from the Technical Proposal.

4.2 In the Financial Proposal, the Bidder/Firm shall include All-inclusive, Firm Fixed Hourly Rates for the provision of services, as described in the Statement of Work.

4.3 The Crown will not assume the Offeror’s cost of travel to the training location whether presented as a separate cost item or embedded in the rates for instruction. Rates proposed for instruction are expected to reflect fair market value.

B5 Selection Methodology

5.1 Only one standing offer agreement, if awarded, will be awarded to the compliant Bidder that offers quality services and experience at the Best Value to the Crown. Best Value is defined as the lowest cost compliant proposal.

5.2 Tie-break: In the event two or more responsive bids have the same “Cost”, the Offeror with the most combined hours of experience for all proposed resources at MT4 will be ranked the highest Offeror.

5.3 The aggregate of these prices, as determined by table 1 to 4’s all-inclusive hourly rates proposed, will be used to establish “cost” for the delivery of French Second Language Training Services in Colorado Springs, calculated as follows:



Table 1

Initial Standing Offer Period (From Award of Standing Offer to 31 March 2014)	
	All-inclusive hourly rate in USD
Hourly rate for the initial contract period (Individual Courses)	\$
Hourly rate for the initial contract period (Group Courses)	\$

Table 2

First Option Period (From End of Initial Contract Period to One Year Later)	
	All-inclusive hourly rate in USD
Hourly rate for the first option period (Individual Courses)	\$
Hourly rate for the first option period (Group Courses)	\$

Table 3

Second Option Period (From End of First Option Period to One Year Later)	
	All-inclusive hourly rate in USD
Hourly rate for the second option period (Individual Courses)	\$
Hourly rate for the second option period (Group Courses)	\$

Table 4

Third Option Period (From End of Second Option Period to One Year Later)	
	All-inclusive hourly rate in USD
Hourly rate for the third option period (Individual Courses)	\$
Hourly rate for the third option period (Group Courses)	\$

Table 5

For evaluation purposes only:	1+2+3+4=
Total combined all-inclusive hourly rates of Tables 1 to 4 in USD	\$



APPENDIX '1' TO RFSO DND-13-0002494

NON-DISCLOSURE AGREEMENT

The Offeror shall not, without the prior written permission of the Contract Authority, disclose to anyone, other than an employee or a subcontractor with a need to know, the information or documentation it has access to during the performance of the Work under the Contract. Prior to commencing the Work under the Contract, the Contractor shall require its employees or subcontractors who will be performing Work under the Contract or who are provided access to the Work to sign a Statement of Non-Disclosure substantially in the form set out below (*included as an appendix in this RFSO for information purposes only*) prior to being given access to any such information or documentation.

Non-Disclosure Statement Agreement

I, _____, recognize that in the course of my work as an employee of _____ or subcontractor to _____, I may be given access to information and documentation which is proprietary to Canada or to third party contractor(s) as part of performing the Work pursuant to Contract Serial No. DND-13-0002494 between Her Majesty the Queen in right of Canada ("Canada") as represented by the Minister of National Defence and _____. For the purposes of this Agreement, information and documentation includes but is not limited to: any documents, instructions, guidelines, data, drawings, specifications, materials, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labelled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I hereby agree that I shall not reproduce, duplicate, use, divulge, release or disclose, in whole or in part, in whatever way or form any information or documentation to any person other than a person employed by Canada on a need to know basis, and hereby undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information or documentation in contravention of this Agreement. Without limiting the generality of the foregoing, I understand and agree that information and documentation disclosed to me while performing work under the Contract is not to be used for any purpose except to carry out the Contract.

I agree that the obligations of this Agreement shall survive the termination or completion of the Contract.

I, _____, having read and understood the terms of non-disclosure acknowledge by signing below that I agree with and shall abide by those terms.

(signature)

(date)



APPENDIX '2' TO RFSO DND-13-0002494
FORMER PUBLIC SERVANT CERTIFICATION

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below before the issuance of a standing offer.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

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

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

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



Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES () NO ()

If so, the Offeror must provide the following information:

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

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