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PART 1 - GENERAL INFORMATION**1. Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses: |
- 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include:

Annex A -	Statement of Work
Annex B-	Basis of Payment
Annex C-	Security Requirements

2. Summary

- (i) Request a Regional Individual Standing Offer for the provision of customized training of students in applied mathematics, physics and chemistry on an as and when requested basis for the Department of National Defence at Canadian Forces School of Military Engineering (CFSME), Oromocto, New Brunswick for the period from 01 April 2014, or the date of issuance of the Standing Offer to 31 March 2017 with the option to extend for up to two additional one year periods.
- (ii) There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Insurance Requirements, and Part 7A - Standing Offer. Offerors should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents website.
- (ii) Offerors must submit a list of names , or other related information as needed, pursuant to section 01 of Standard Instructions 2006.
- (iv) For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).
- (v) The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), and the FTAs with Columbia/Peru/Panama.

3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

4. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013/06/01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred twenty (120) days

1.1 SACC Manual Clauses

SACC Reference	Section	Date
M0019T	Firm Price and/or Rates	2007/05/25

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

3. Former Public Servant

Former Public Servant - Competitive Requirements

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the 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.

4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in **New Brunswick**.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

6. Basis for Canada's Ownership of Intellectual Property

The Department of National Defense has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (2 hard copies)
Section II: Financial Offer (1 hard copy)
Section III: Certifications (1 hard copy)

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;

- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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

To assist Canada in reaching its objectives, offerors should:

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

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment- Annex B. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

(Mandatory Technical Criteria as specified in Annex "D")

1.1.2 Point Rated Technical Criteria

Point Rated Technical Criteria as specified in Annex " D"

1.2 Financial Evaluation

The evaluated cost/total bid price will be the total estimated cost detailed in Annex B, Basis of Payment. The total estimated cost will be the total of the initial period plus the option periods for an overall total.

1.2.1 SACC Manual Clauses

SACC Reference	Section	Date
M0220T	Evaluation of Price	2013/04/25

2. Basis of Selection

Basis of Selection - Minimum Point Rating

1. To be declared responsive, an offer must:
- (a) comply with all the requirements of the Request for Standing Offers (RFSO); and
- (b) meet all mandatory technical evaluation criteria; and
- (c) obtain the required minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 160 points.
2. Offers not meeting (a) or (b) or (c) above will be declared non-responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will

declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [HRSDC-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

2.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

Signature

Date

2.2 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

Signature

Date

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security Requirement

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents website.

2. Financial Capability

SACC Manual clause M9033T (2011/05/16) Financial Capability

3. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Part 7B, item 8.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

2. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable);
 - (b) Industrial Security Manual (Latest Edition).

3. Standard Clauses and Conditions

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

3.1 General Conditions

2005 (2012/11/19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 01 April 2014, or date of award to 31 March 2017.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to 2 additional periods of 1 year each under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Annette Bourque
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 1045 Main Street, Unit 108
Moncton, New Brunswick
E1C 1H1
Telephone: (506) 851-2325
Facsimile: (506) 851-6759
E-Mail: annette.bourque@pwgsc-tpsgc.gc.ca

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

5.2 Project Authority

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

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

5.3 Offeror's Representative (offeror please complete)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ ____ _____

Facsimile: ____ ____ _____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Department of National Defence
CFSME, Bldg J-10
CTC Gagetown
POBox 17000, Stn Forces
Oromocto, NB E2V 4J5

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942 Call-up Against a Standing Offer or electronic document.

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Applicable Taxes included).

10. Financial Limitation

Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$60,000.00 (applicable taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call

ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

Option Periods:

01 April 2017 to 31 March 2018 - \$20,000.00 (applicable taxes excluded)

01 April 2018 to 31 March 2019 - \$20,000.00 (applicable taxes excluded)

11. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012/11/19) - Standing Offers - Goods or Services
- d) the general conditions 2035 (2013/06/27) - Higher Complexity - Services;
- e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payment;
- (g) Annex C- Security Requirements
- (h) the Offeror's offer dated _____ : "as clarified on _____" **or** "as amended on _____" .

12. Certifications

12.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12.2 SACC Manual Clauses

SACC Reference	Section	Date
M3020C	Status and Availability of Resources	2010/01/11

13. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in **New Brunswick**.

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

2035 (2013/06/27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Section 17 Interest on Overdue Accounts, of 2035 (2013/06/27) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Period of the Contract

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

4. Proactive Disclosure of Contracts with Former Public Servants

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

5. Payment

5.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$60,000.00. Customs duties are included and Applicable Taxes are extra.

5.2 SACC Manual Clauses

SACC Reference	Section	Date
A9117C	T1204 - Direct Request by Customer Department	2007/11/30
C0711C	Time Verification	2008/05/12
C2000C	Taxes - Foreign-based Contractors	2007/11/30
C6000C	Limitation of Price	2011/05/16
H1001C	Multiple Payments	2008/05/12

5.3 Payment by Credit Card

The following credit card is accepted: _____.

or

The following credit cards are accepted: _____ and _____.

6. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
 - (b) a copy of the release document and any other documents as specified in the Contract;
 - (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - (d) a copy of the monthly progress report.
2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the Identified Userf, Project Authority.

7. SACC Manual Clauses

SACC Reference	Section	Date
A9006C	Defence Contract	2007/11/30
A9062C	Canadian Forces Site Regulations	2011/05/16

8. Insurance Requirements

The Contractor must comply with the insurance requirements specified herein. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

8.1 Commercial General Liability Insurance

-
1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, 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.
 2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: 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) 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) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) n/a
- (o) n/a
- (p) n/a
- (q) n/a
- (r) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

STATEMENT of WORK

for

**DELIVERY
OF
EDUCATIONAL SERVICES**

**Construction Engineering Training Squadron
Canadian Forces School of Military Engineering
Combat Training Centre Gagetown
2014**

Annex « A »
Statement of Work

INTRODUCTION

- a) General. This Educational Services program is intended to augment the capability of the Canadian Forces School of Military Engineering (CFSME) to meet the mandate of the Department of National Defence (DND) to train construction engineering technicians of the Canadian Forces (CF). This scope of work (SOW) and subsequent agreement will ensure that all aspects of the program requirements are formalized. It defines the requirement of CFSME for the provision of customized training of students in applied mathematics, physics and chemistry;
- b) Background. CFSME delivers numerous construction engineering trades courses at the apprentice and journeyman levels. These courses consist of both the technical aspects of each trade as well as the theory behind the mathematics, physics and chemistry that pertain to these trades. These trades include:
- i) MOSID 00301 Refrigeration & Mechanical Technician (RM Tech);
 - ii) MOSID 00302 Electrical Distribution Technician (ED Tech);
 - iii) MOSID 00303 Electrical Generation Systems Technician (EGS Tech);
 - iv) MOSID 00304 Plumbing & Heating Technician (PH Tech);
 - v) MOSID 00305 Water, Fuels & Environment Technician (WFE Tech); and
 - vi) MOSID 00306 Construction Technician (Const Tech).
- c) Program Authority. The overall Program Authority (PA) responsible for the management of this service agreement, on behalf of DND, is Commandant CFSME, Mitchell Building, Canadian Forces Base / Area Support Unit Gagetown, PO Box 17000 Station Forces, Oromocto, NB E2V 4J5. His designated representative is Deputy Commandant CFSME, (506) 422-2000, extension 1898;
- d) Program Manager. The Program Manager (PM) in-charged of the daily administration of this service agreement, on behalf of Commandant CFSME, is Officer Commanding Construction Engineer Training Squadron (OC CETS), Mitchell Building, Canadian Forces Base / Area Support Unit Gagetown, PO Box 17000 Station Forces, Oromocto, NB E2V 4J5. His designated representatives are CETS 2I/C, (506) 422-2000, extension 1830, and CETS Ops WO, (506) 422-2000, extension 2920;
- e) Responsibilities. The responsibility for administering and conducting this customized educational training will rest entirely with the Contractor. The responsibility for the management of the program rests with DND; and

Annex « A »
Statement of Work

- f) Terminologies and Abbreviations. Explanation and meaning of terminologies and abbreviations are listed in Table 1:

Table 1. List of terminologies, acronyms and abbreviations.

CETS	Construction Engineering Training Squadron – a sub-unit of CFSME responsible for training construction engineering technicians in the CF.
CF	Canadian Forces
5 CDSB	5 th Canadian Division Support Base
CFSME	Canadian Forces School of Military Engineering – a training establishment responsible for training military engineers in the CF.
Const Tech	Construction Technician (MOSID 00306)
CY	Contract Year (e.g.: 01 Sep 14 to 31 Aug 15)
DND	Department of National Defence
DP	Developmental Period - military educational points referring to student knowledge levels, for this contract are equivalent to apprentice, journeyman, and supervisor levels
DTT	Detailed Time-Table
ED Tech	Electrical Distribution Technician (MOSID 00302)
EGS Tech	Electrical Generating Systems Technician (MOSID 00303)
EO	Enabling Objective
In-House Training	Course conducted at CFSME.
LP	Lesson Plan
MOSID	Military Occupation Specification Identification – numerical designation to identify specific trades in the CF.
OC	Officer Commanding– senior officer in-charge of a squadron (e.g.; OC CETS).
OST	Out-Service Training – courses conducted outside of CFSME delivered by a civilian Contractor through a service agreement.
PH Tech	Plumbing and Heating Technician (MOSID 00304)
PM	Program Manager
PO	Performance Objective
RM Tech	Refrigeration and Mechanical Technician (MOSID 00301)
SOW	Scope of Work
TP	Training Plan
WFE Tech	Water, Fuel & Environment Technician (MOSID 00305)

2) OBJECTIVES

- a) General. The purpose of this educational services program is to provide members of the CF with customized secondary level mathematics, physics

Annex « A »
Statement of Work

and chemistry as part of their apprentice and journeyman level training conducted at CFSME.

3) SCOPE

- a) General. The successful bidder, hereafter referred to as the Contractor, must provide the necessary academic and professional expertise to conduct the courses of this program. The program will conform to the Performance Objective / Enabling Objective (PO/EO) training plan (TP) requirements enclosed with this SOW, as applicable to the course being delivered. These TP specifications are included to assist in the preparation bidder's proposals and provide details on the requirements for each PO and EO;
- b) Program Description. This Educational Services program will be conducted by the Contractor at CFSME, 5 CDSB Gagetown. Customized curricula, based on the TPs and detailed time-tables (DTTs) provided by DND, will be prepared and delivered by the Contractor as follows:
- i) Customized applied mathematics will be provided for the following trades courses:
 - (1) PH Tech Apprentice;
 - (2) RM Tech Apprentice;
 - (3) Const Tech Apprentice;
 - (4) ED Tech Apprentice;
 - (5) WFE Tech Apprentice; and
 - (6) EGS Tech Apprentice.
 - ii) Customized applied physics will be provided for the following trades courses:
 - (1) ED Tech Journeyman;
 - (2) PH Tech Journeyman;
 - (3) WFE Tech Apprentice;
 - (4) RM Tech Apprentice; and
 - (5) ED Tech Apprentice.
 - iii) Customized applied chemistry will be provided for the WFE Tech Apprentice course.
- c) Enrolment. The maximum and minimum enrolments for each trade are 12 and 8 students, respectively, per course, although Const Tech courses have a maximum of 16. These figures are provided for proposal purposes only. DND cannot guarantee with any certainty the number of students that will be enrolled per course. All students that will be attending this program are

Annex « A »
Statement of Work

members of the Regular and Reserve Force components of the CF. The program will provide instruction in English, French or English with French assist; and

- d) Course Cancellation. Services will be requested from the Contractor on an as- and when-requested basis, and the Contractor will be paid based only on the actual number of hours delivered per course. See Section 8 for Costs. In addition, DND reserves the right to cancel or postpone a scheduled course in situations where the minimum course loading is not available to enrol in the training program. DND will notify the Contractor of such thirty (30) calendar days in advance of the forecasted course start date. There will be no cost incurred, or any contractual commitment of a minimum expenditure, nor any penalty on the part of DND, in cases of course cancellation or postponement.

4) **TASKS & REQUIREMENTS**

- a) Academic Program. The Contractor will provide lectures, lesson plans, laboratory exercises, quizzes, and tutorials consistent with the level and duration of the TP for the applicable trade. DND will provide the TPs, DTTs and exams to the Contractor to ensure that all specified POs and EOs are met. The program will consist of lectures, assignments and laboratory work based on the DTTs provided by DND, where each training cycle will consist of two periods of fifty (50) minutes each in duration followed by a ten (10) minute break. Four (4) training cycles occur per day, two (2) in the morning and two (2) in the afternoon. During busy periods of training, DND will run multiple courses of different subjects and/or DP level simultaneously, in which case the Contractor must be prepared to provide multiple instructors (a minimum of two (2)) as necessary to meet the requirement of CFSME during the following timeframes:
- i) Early September to end October; and
 - ii) Early January to end February.
- b) Location. The Contractor will conduct all aspects of this educational services agreement at J-10 (Mitchell Building), CFSME, 5 CDSB Gagetown, New Brunswick;
- c) Language of Instruction. Courses will be delivered in English, French and/or in English with French-assist. The bidders will indicate clearly in the submitted proposal their ability to conduct training in English, French and in English with French-assist as applicable to the course in question. French-assist is defined as instruction in English with the provision of continued French assistance to a student, or number of students, who has a primary language of French and a functional ability in English;

Annex « A »
Statement of Work

- d) Academic Staff.
- i) The Contractor will provide one (1) instructor per course, possessing the necessary language proficiency to meet the requirements of this educational services program. Each instructor employed by the Contractor for this program will possess the necessary certification to teach in the Province of New Brunswick, a Bachelor of Education or Science in the respective subjects of this program, and a minimum of three (3) years of current experience working in the field being taught. Previous instructional experience in the trades specified in this SOW or in a similar academic program will be considered an asset;
 - ii) The Contractor will be responsible for the hiring of its staff to meet the requirements of this agreement. Instructors employed by the Contractor should have a comprehensive knowledge of applied mathematics, physics and/or chemistry in the construction and mechanical systems trades and have three (3) years experience teaching young adults. The instructors should also have a good knowledge in the use of computer systems, academic software (i.e. MS Office) and peripheral systems (i.e. printers, projectors, etc);
 - iii) If any member of the Contractor's staff is found to be unsatisfactory because of incompetence or improper conduct, DND reserves the right to expel such instructor from the program, and the Contractor will provide a satisfactory replacement for the next scheduled day of instruction. This replacement must meet all criteria set out or applied in this agreement, at no cost to DND. The same conditions and requirements apply if an instructor is unable to work for personal reasons, such as an illness or family emergencies;
 - iv) All staff provided by the Contractor must comply with all CFSME, 5 CDSB Gagetown Standing Orders and other regulations enforced at the site where the work is to be performed;
 - v) All personnel engaged by the Contractor for the purpose of this agreement will, throughout the term of this agreement and subsequent extensions, be the responsibility of the Contractor. The Contractor will:
 - (1) Ensure that all its personnel observe, perform and comply with every provision of this agreement that is applicable to any of the services for which they are engaged;

Annex « A »
Statement of Work

- (2) Be solely responsible for the supervision, discipline, and the payment of all remuneration to its personnel;
 - (3) Where the Contractor's employees are required to be registered under the Worker's Compensation Act, obtain and maintain such registration as is required under that Act; and
 - (4) Pay any taxes, unemployment insurance premiums, Canada Pension Plan premiums, or contributions, worker's compensation assessments and other assessments of any nature or kind whatsoever that are payable to any government (whether federal, provincial or municipal) or to any body, agency or authority of any said government by virtue of the relationship existing between the Contractor and its personnel.
- e) Contractor Accreditation. The Contractor for this program will possess the necessary certification to teach in the Province of New Brunswick, a Bachelor of Education or Science in the respective subjects of this program. Previous experience in the provision of customized training to DND will be considered an asset;
- f) Class Monitoring. The Contractor will allow access for DND personnel to monitor classroom, workshop and laboratory instructions at pre-arranged times and/or otherwise. Lesson plans must be available for the monitor. Monitoring will be for both subject content and instructor performance;
- g) Attendance. Attendance and satisfactory performance are mandatory for all CFSME students. The Contractor will advise the appropriate military course staff immediately of all cases of absenteeism, habitual lateness, failure to complete assignments or other attitudinal and disciplinary issues. The Contractor will take attendance of students and provide an attendance count during class time if requested to do so by any of the military staff in charge;
- h) Tutorial Assistance. The Contractor will provide tutorial assistance on a case-by-case basis. This tutorial assistance will be in addition to regular scheduled class time. Students requiring such assistance will be identified to the appropriate military course staff and approval must first be sought from the PA before any tutorial session is conducted. The Contractor will specify additional associated costs that may be incurred during the provision of any tutorial assistance. See Section 9 for Deliverables. It is preferable that re-teach and tutorial classes be conducted and delivered to the entire class vice individual students. Due to DND course timetable constraints, there is limited available time for re-teach and tutorial periods,

Annex « A »
Statement of Work

and would most likely be done after normal work hours (0830 – 1630). Therefore, respective instructors retained by the Contractor should encourage stronger students to help weaker ones to minimize extra instructional periods; and

- i) Student Performance. The Contractor will carry out continuous assessment of the students. This includes a threshold knowledge test at the beginning of the course to assess the level of knowledge of the class and individuals. For each course, the Contractor will provide a periodic verbal report outlining performance and behaviour of each student, and provide a final written report indicating overall performance.

5) **CONSTRAINTS**

- a) Program Schedule. The PM, through the PA, will provide instructional dates to the Contractor no later than thirty (30) calendar days prior to the start date of each course. The respective DTT will be provided to the Contractor no later than fourteen (14) calendar days prior to the start date of each course;
- b) Intellectual Property. DND will own and retain all intellectual property rights, without limitations, including copyrights, trademarks and patent rights, to all current DND training materials. DND will own and retain all intellectual property rights to all training materials developed by the Contractor for or during the provision of training to this educational services program. Unless DND consent is obtained in writing from the PA, it is prohibited to use, reproduce or modify any DND training material for any other purpose other than for the provision of services by the Contractor in accordance with this agreement; and
- c) Loss and Damages. Notwithstanding any other provision of this agreement, the Contractor will be responsible for the loss of or damage to Crown owned assets placed in the Contractor's care, custody and control, pursuant to the terms of this agreement, and will indemnify Her Majesty against all losses, charges and expenses sustained or incurred in connection with such loss or damage.

6) **CLIENT SUPPORT**

- a) Information Technology Support. DND will provide its own IT hardware on site, including personal computer workstations complete with peripherals, printers, and projectors necessary for the conduct of this program;

Annex « A »
Statement of Work

- b) Didactic Supplies. DND will provide its own reference, writing and printing materials necessary for the conduct of this program, including textbooks, pens, paper, and the like; and
- c) Photocopying Services. Subject to all Copyright laws and regulations, DND will provide all necessary photocopying and reproduction services necessary for the conduct of this program. The Contractor should provide materials for reproduction to the appropriate CFSME military staff at least seven (7) calendar days prior to the date such materials are to be given to the students.

7) TIMELINES

- a) Period of Work. This educational service agreement will be performed during the period from the date of the Standing Offer to 31 Mar 2017, with two (2) option periods to extend for an additional 12 months each.. The first and second option years will be:
 - i) 1 Apr 2017 to 31 Mar 2018; and
 - ii) 1 Apr 2018 to 31 Mar 2019.

8) COSTS

- a) Course Fees. The Contractor will be paid its costs reasonably and properly incurred in the performance of the service detailed in this SOW, on an as and when requested basis. Actual charges will be based upon a firm price per hour per course per trade. In accordance with the Basis of Payment and fee schedule stipulated in this agreement, the Contractor will submit a separate invoice for each course rendered, including additional hours for class re-teach/tutorial periods.

9) DELIVERABLES

- a) Student Success Rate. The Contractor will deliver all required training in accordance with this agreement and SOW to the satisfaction of the DND Project Authority or his designate. This will be measured based on the success rate of students enrolled in this program. While re-tests for individual students may be facilitated, subject to approval by the PA, the Contractor is expected to produce successful candidates at the highest possible standards acceptable to DND;
- b) Re-Teach / Tutorial Policy. The Contractor will provide re-teach and additional tutorials, subject to approval by the PA, to student(s) as necessary. It is preferable that re-teach and tutorial classes be conducted and delivered to the entire class vice individual students. Due to DND course timetable constraints, there is limited available time for re-teach

Annex « A »
Statement of Work

and tutorial periods, and would most likely be done after normal work hours (0830 – 1630). Therefore, respective instructors retained by the Contractor should encourage stronger students to help weaker ones to minimize extra instructional periods;

- c) Testing / Examination Policy. The Contractor will invigilate all examinations and tests on behalf of DND. DND will provide all examination papers and necessary materials. The Contractor will immediately inform the military staff of any academic misconduct or other anomalies observed during testing. DND will mark all tests; and

- d) Re-Testing Policy. On an as required basis, the Contractor will invigilate re-tests to student(s) as necessary on behalf of DND. DND will provide all examination papers and materials, as per Sub-section 9.c).

ENCLOSURES

- 1. A401.06, Math, ED Tech Apprentice
- 2. A401.05, Math, EGS Tech Apprentice
- 3. A600.04, Math, PH Tech Apprentice
- 4. A401.06, Math, WFE Tech Apprentice
- 5. A401.05, Math, RM Tech Apprentice
- 6. A401.05, Math, Const Tech Apprentice
- 7. A401.08, Physics, ED Tech Apprentice
- 8. A401.06, Physics, EGS Tech Apprentice
- 9. J204.04, Physics, ED Tech Journeyman
- 10. A401.08, Physics, WFE Tech Apprentice
- 11. A4301.06, Physics, RM Tech Apprentice
- 12. J611.01, Physics, PH Tech Journeyman
- 13. A401.07 Chemistry, WFE Tech Apprentice
- 14. Sample DTT

***** END OF SOW *****

Annex B
Basis of Payment

You will be paid your costs reasonably and properly incurred for the performance of the work as follows;

For the period from 01 April 2014 or the date of the Standing Offer, to 31 March 2017;

		Extended Price (hourly rate x estimated number of hours)
1)	Labour: at the following firm hourly rate for instruction for all trades: \$ _____ per hour for an estimated 1,050 hours	\$ _____
2)	Labour, at the following firm hourly rate for specific tasks such as re-tests/reteaching outside CFSME normal operational hours: \$ _____ per hour for an estimated 150 hours	\$ _____

For the first option period from 01 April 2017 to 31 March 2018;

		Extended Price (hourly rate x estimated number of hours)
1)	Labour: at the following firm hourly rate for instruction for all trades: \$ _____ per hour for an estimated 350 hours	\$ _____
2)	Labour, at the following firm hourly rate for specific tasks such as re-tests/reteaching outside CFSME normal operational hours: \$ _____ per hour for an estimated 50 hours	\$ _____

For the second option period from 01 April 2018 to 31 March 2019;

		Extended Price (hourly rate x estimated number of hours)
1)	Labour: at the following firm hourly rate for instruction for all trades: \$ _____ per hour for an estimated 350 hours	\$ _____
2)	Labour, at the following firm hourly rate for specific tasks such as re-tests/reteaching outside CFSME normal operational hours: \$ _____ per hour for an estimated 50 hours	\$ _____

The sum of all periods will be used for evaluation purposes. \$ _____

HST extra (if applicable)

Annex "C"



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat W2037-140072
Security Classification / Classification de sécurité Unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine Department of National Defence	2. Branch or Directorate / Direction générale ou Direction Canadian Army Doctrine and Training System, Combat Training Centre	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail Instruction of Math/Physics/Chemistry in a military environment.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	DWAN ONLY <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required - Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of Information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité Unclassified



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

No / Non Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

RELIABILITY STATUS
COTE DE FIABILITÉ

CONFIDENTIAL
CONFIDENTIEL

SECRET
SECRET

TOP SECRET
TRÈS SECRET

TOP SECRET - SIGINT
TRÈS SECRET - SIGINT

NATO CONFIDENTIAL
NATO CONFIDENTIEL

NATO SECRET
NATO SECRET

COSMIC TOP SECRET
COSMIC TRÈS SECRET

SITE ACCESS
ACCÈS AUX EMPLACEMENTS

Special comments:
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

No / Non Yes / Oui



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PART C (continued) / PARTIE C (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential / Confidential	Secret	Top Secret / Très Secret	NATO Restricted / NATO Diffusion Restreinte	NATO Confidential	NATO Secret	COSMIC Top Secret / COSMIC Très Secret	Protected / Protégé			Confidential / Confidential	Secret	Top Secret / Très Secret
											A	B	C			
Information / Assets / Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.
12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité Unclassified



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Major TK Pink		Title - Titre OC CETS CFSME	Signature
Telephone no. - N° de téléphone 422-2000 x1829	Facsimile - Télécopieur 506-422-1220	E-mail address - Adresse courriel travis.pink@forces.gc.ca	Date 08 Jan 14
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Dawn Murray SRCL Team Lead Tel: 613-949-1036 / Fax: 613-949-1069 E-mail: dawn.murray@forces.gc.ca		Title - Titre HQ - Industrial Security	Signature
Telephone no. - N° de téléphone 613-949-1036	Facsimile - Télécopieur 613-949-1069	E-mail address - Adresse courriel dawn.murray@forces.gc.ca	Date 13 January 14
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Annette Bourque		Title - Titre Supply Specialist	Signature
Telephone no. - N° de téléphone (506) 851-2325	Facsimile - Télécopieur (506) 851-6759	E-mail address - Adresse courriel annette.bourque@pwr.gc.ca	Date Jan 16, 2014
17. Contracting Security Authority / Autorisé contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	Date

Security Classification / Classification de sécurité Unclassified
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UNCLASSIFIED

NOTE: THIS IS A GUIDE ONLY. ONLY PWGSC/CISD SECURITY CLAUSES INCORPORATED INTO THE CONTRACT ARE CONSIDERED LEGALLY BINDING. THIS GUIDE IS FOR THE USE OF THE DND PROJECT/TECHNICAL/SCIENTIFIC AUTHORITY AND PWGSC/CISD. IT SHOULD NOT FORM PART OF THE CONTRACTUAL DOCUMENTATION TO BE DELIVERED TO THE CONTRACTOR.

Security Guide To W2037140072

- PROTECTED information and assets exchanged or generated in connection with this procurement will be used, transmitted and safeguarded in accordance with the Government Security Policy and procedures which, for Contractor personnel working on their own sites are contained in the Industrial Security Manual. Contractor personnel working on DND sites shall abide by the National Defence Security Policy (NDSP) and the National Defence Security Instructions (NDSI) as well as any Information Technology publications that may apply. DND Unit Security Supervisors are responsible to brief Contractor employees on these policies and any other security instructions/policies as required. Foreign Contractors will abide by their Governments' national security regulations and/or bilateral agreements MOU.
- Prior to allowing any access to PROTECTED information, assets, or secure premises, confirmation of Contractor personnel's security clearances must be forwarded on a Visit Clearance Request through the Canadian and International Industrial Security Division (CIISD) of Public Works & Government Services Canada (PWGSC) for approval and bear the name of this contract/project/program/contract number and the Project Officer.
- Contractor personnel requiring access to the National Defence Wide Area Network (DWAN) must be registered with the Canadian International Industrial Security Directorate – Controlled Goods Program (CGP) and cleared to the requisite level, prior to being given a network account.
- At no time will Contractor personnel be allowed to remove any PROTECTED information/data and/or assets from DND premises (including such information processed on Contractor's own laptops Information Technology [IT] systems). At no time will the Contractor be allowed external IT connections to DND LAN systems.
- Prior to leaving the (DND) premises, Contractors who have used their own IT systems to process PROTECTED information, shall have the system hard disk drives (HDD) retained by DND authorities.
- All PROTECTED documents, reports, systems and/or assets developed and extensions thereto under any tasking relating to this contract shall not be reproduced or divulged/disseminated to a third party without the prior written permission of DND. Improper or unauthorized disclosure of this information may constitute an offence under the Security of Information Act.
- Subcontracts containing security requirements are prohibited without the prior written authority of the Canadian and International Industrial Security Division of the Department Public Works Government Services Canada (CIISD/PWGSC).

DND Personnel:

The DND Contract Security Officer, DPM Secur 3-4 is the contact person for information pertaining to security concerns identified in this procurement.

Industrial Personnel:

The Company Security Officer (CSO) or alternate may contact CIISD/PWGSC for information pertaining to security concerns identified in this procurement. Foreign suppliers shall direct security related inquiries to their responsible National Security Authority/Designated Security Authority (NSA/DSA) and shall adhere to instructions issued by their responsible NSA/DSA.

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Annex D
TECHNICAL EVALUATION CRITERIA

Mandatory Technical Criteria:

1. Proposals **MUST** meet all of the following mandatory requirements. Proposals must be supported by proper and adequate detail, particularly where a mandatory item requires supporting evidence. Those not meeting all of these mandatory requirements will be given no further consideration.
2. The mandatory evaluation criteria are:

ATTENTION BIDDERS: WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW.

Number	Mandatory Technical Criterion	Page Cross Ref	Met/ Not Met	Comments
M1	Bidder must propose a minimum of 2 instructors. (A minimum of two instructors are required during Sept – Oct and Jan – Feb)			
M2	Resources must hold a valid Province of New Brunswick Teacher Certification. (Proof of Certification must be submitted. A photocopy of the document is acceptable). Bidders should submit supporting documentation with their bid. If the documentation is not submitted with the bid, the Contracting Authority will request the information from the Bidder and provide the Bidder with a time frame within which to submit the documentation. Failure to comply with the request of the Contracting Authority within the time frame and submit the information will render the bid non-responsive.			
M3	Resources must hold a University Degree in Education and/or Science. (Proof of Education must be submitted. A			

**Annex D
TECHNICAL EVALUATION CRITERIA**

Number	Mandatory Technical Criterion	Page Cross Ref	Met/ Not Met	Comments
	<p>photocopy of the document is acceptable). Bidders should submit supporting documentation with their bid. If the documentation is not submitted with the bid, the Contracting Authority will request the information from the Bidder and provide the Bidder with a time frame within which to submit the documentation. Failure to comply with the request of the Contracting Authority within the time frame and submit the information will render the bid non-responsive.</p>			
M4	<p>Resources must have three (3) years of current work experience related to math, physics and chemistry instruction. Supporting documentation confirming the experience must be provided at time of bid closing.</p>			
M5	<p>Bidder must be able to provide training in English, French and in English with "French Assist". The bidder will be deemed to have satisfied the language requirement by indicating their compliance to the requirement outlined in the SOW by checking Yes and signing in the space provided below. Yes _____ Signature: _____</p>			

**Annex D
TECHNICAL EVALUATION CRITERIA**

Point-Rated Evaluation Criteria

1. In addition to meeting all of the mandatory requirements, the proposal will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section.
2. When citing past projects as examples, details should be including information such as:
 - a. Project descriptions and overview of deliverables;
 - b. Start and end time (month / year) of the project and specify actual time period (months, years) (if applicable) spent on the project;
 - c. Role and responsibilities of your company within the project, including a description of the services provided to the client and type of deliverables; and
 - d. Identify the client organization (provide references). Include the client contact name for which the work was directly performed and contact information. Note that contact information for any reference cited should include contact name, title and current telephone number.
3. Personnel resumes used within the context of the proposal should provide detail regarding the qualifications, relevant experience, and expertise of the proposed team member(s), including a summary/description of their past projects. Note that contact information for any reference cited should include contact name, title, and current e-mail address and telephone number.
4. Note that in support of paragraphs 2 and 3 above, **the evaluation team reserves the right to contact any reference provided.**
5. The point-rated evaluation criteria are:

Point Rated Criteria:

The offer must obtain 70% of the maximum overall score of 160 points in order to be deemed responsive.

Technical Criteria: Maximum 160, Minimum 112

ATTENTION BIDDERS: WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW.

Number	Point Rated Technical Criterion	Point Range	Score	Comments
P1	Understanding of Scope, Objectives and Training Plans Maximum: 40 points			
	Proposal demonstrates a complete understanding of the scope, objectives and training plans (accepted curriculum as	33 to 40 Points		

Annex D
TECHNICAL EVALUATION CRITERIA

Number	Point Rated Technical Criterion	Point Range	Score	Comments
	described in SOW)			
	Proposal demonstrates an appreciated understanding of scope, objectives and training plans (accepted curriculum as described in SOW)	27 to 32 points		
	Proposal demonstrates inadequate understanding of scope, objectives and training plans (accepted curriculum as described in SOW)	0 to 26 points		
P2	Previous Instructional Experience in the Trades Specified Maximum: 10 points*			
	Resource (s) have three (3) or more years of instructional experience in the trades specified in the SOW or in a similar academic program.	8 to 10 points		
	Resource (s) have two (2) years of instructional experience in the trades specified in the SOW or in a similar academic program.	4 to 7 points		
	Resource(s) have one (1) year of instructional experience in the trades specified in the SOW or in a similar academic program.	0 to 3 points		
P3	Instructor Qualifications Maximum: 50 points*			
	Resource(s) have a comprehensive knowledge of applied mathematics, physics and chemistry as related to the construction and/or mechanical systems trades through a BSc or a MSc. ** More advanced degrees or relevant trade experience will award more points.	15 to 30 Points		
	Resource(s) have a comprehensive knowledge of applied mathematics, physics and chemistry as related to the construction and/or	0 to 14 points		

Annex D
TECHNICAL EVALUATION CRITERIA

Number	Point Rated Technical Criterion	Point Range	Score	Comments
	mechanical systems trades through a BEd and experience teaching the subject matter			
P4	Experience Instructing Young Adults Maximum: 20 points*			
	Resource(s) have three (3) or more years of instructional experience teaching young adults.	15 to 20 points		
	Resource(s) have two (2) years of instructional experience teaching young adults.	10 to 14 points		
	Resource(s) have one (1) year of instructional experience teaching young adults.	0 to 9 points		
P5	Firm Experience Maximum: 20 points*			
	Resource(s) have previous experience providing customized training to DND.	15 to 20 points		
	Resource(s) have previous experience providing customized training.	10 to 14 points		
	Resource(s) have related experience in training sub-trades IAW SOW.	0 to 9 points		
P6	Computer and MS Applications Maximum: 20 points*			
	Resource(s) have three (3) or more years experience in the use of computer systems, academic software and peripheral systems.	15 to 20 points		
	Resource(s) have two (2) years experience in the use of computer systems, academic software and peripheral systems.	10 to 14 points		
	Resource(s) have one (1) year experience in the use of computer systems, academic software and peripheral systems.	0 to 9 points		

*Score = Calculated Average
(e.g. Resource 1 – Score 10pts, Resource 2 – Score 6pts. The average is 10+6 = 16/2 = Score 8