

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
**1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Bid Fax: (902) 496-5016**

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet FSL/ESL NETWORK LANGUAGE TRAINING	
Solicitation No. - N° de l'invitation W010V-14A022/A	Date 2014-01-27
Client Reference No. - N° de référence du client W010V-14-A022	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-217-9202	
File No. - N° de dossier HAL-3-71157 (217)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-03-10	Time Zone Fuseau horaire Atlantic Standard Time AST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Mosher, Gina	Buyer Id - Id de l'acheteur hal217
Telephone No. - N° de téléphone (902) 496-5324 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB HFX, HMC DKYD, ATT: MIKE HATT DR 6, 24980 PROVO WALLIS ST HALIFAX NOVA SCOTIA B3K 5X5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

Issuing Office - Bureau de distribution
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9

Delivery Required - Livraison exigée SEE HERE	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

TITLE:

FRENCH AS A SECOND LANGUAGE (FSL) AND ENGLISH AS A SECOND LANGUAGE (ESL) COURSEWARE FOR THE ROYAL CANADIAN NAVY FLEET

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries - Bid Solicitation
5. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award

PART 6 – SECURITY AND FINANCIAL REQUIREMENTS

1. Security Requirement
2. Financial Capability

PART 7 - RESULTING CONTRACT CLAUSES

1. Statement of Work

Solicitation No. - N° de l'invitation

W010V-14A022/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-3-71157

Buyer ID - Id de l'acheteur

hal217

Client Ref. No. - N° de réf. du client

W010V-14-A022

CCC No./N° CCC - FMS No/ N° VME

2. Standard Clauses and Conditions

3. Security Requirement
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. Defence Contract
13. Insurance

List of Annexes:

Annex "A" Statement of Work

Appendix "1"

to Annex "A" Description of Beginner, Intermediate and Advanced Levels

Appendix "2"

to Annex "A" Glossary and Acronyms

Annex "B" Substantiation of Technical Compliance Form

Annex "C" Basis of Payment

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Financial Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes/Appendices include the Statement of Work; Description of Beginner, Intermediate and Advanced Levels; Glossary and Acronyms; Substantiation of Technical Compliance Form and Basis of Payment

2. Summary

The Department of National Defence, CFB Halifax, Nova Scotia has a requirement for to provide one (1) copy of courseware on CD/DVD; thirty (30) individual network licenses and technical support onboard ships of the Canadian Fleet with the capability to provide sailors with access to English and French language Instructions when deployed with limited or no access to the internet. The Canadian Defence Academy (CDA) currently provides CF personnel with an online version of "Tell Me More, ESL Courseware" Unfortunately, sailors deployed to Navy Ships cannot access the online

Solicitation No. - N° de l'invitation

W010V-14A022/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-3-71157

Buyer ID - Id de l'acheteur

hal217

Client Ref. No. - N° de réf. du client

W010V-14-A022

CCC No./N° CCC - FMS No/ N° VME

version due to the severe bandwidth restrictions. The solution is to acquire a stand-alone networked version of their courseware for each ship in the fleet.

Period of Contract is from date of award for a five (5) year period.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 and 2004.

For services requirements, Bidders 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 bid solicitation.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

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

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

3. Former Public Servant

3.1 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, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Solicitation No. - N° de l'invitation

W010V-14A022/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-3-71157

Buyer ID - Id de l'acheteur

hal217

Client Ref. No. - N° de réf. du client

W010V-14-A022

CCC No./N° CCC - FMS No/ N° VME

and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all 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, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on

departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

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

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with

copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (two (2) hard copies)

Section II: Financial Bid (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

Solicitation No. - N° de l'invitation

W010V-14A022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hal217

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W010V-14-A022

HAL-3-71157

Section IV: Additional Information (two(2) hard copies of Annex “B” - Substantiation of Technical Compliance Form. Bidders must provide necessary documents

and details to in their technical bids to support their substantiation of technical compliance. Bidders must also provide a copy of their software (the version being evaluated) for testing on DND ShipLan (Shipboard Local Area Network). Integration of this software on ShipLan is crucial, therefore failure to provide a copy for testing will result in a non-compliant bid.)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](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, bidders should:

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

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth that bidders meet the technical requirements in Annex "A" Statement of Work, including appendices and including the mandatory requirements listed in Annex "B" – Substantiation of Technical Compliance Form. Bidders must provide with their technical bid, Annex "B" document indicating clearly where the substantial information for each of the Articles identified as mandatory requirements.

Solicitation No. - N° de l'invitation

W010V-14A022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hal217

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W010V-14-A022

HAL-3-71157

In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings.

To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Management Bid

In their management bid, bidders must describe their capability and experience, the project management team and provide client contact(s).

Section III: Financial Bid

- 1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "C". The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

Bidders must provide necessary documents and details to in their technical bids to support their substantiation of technical compliance. Bidders must also provide a copy of their software (the version being evaluated) for testing on DND ShipLan (Shipboard Local Area Network). Integration of this software on ShipLan is crucial, therefore failure to provide a copy for testing will result in a non-compliant bid.)

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, management, financial and additional evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

Mandatory technical evaluation criteria are included in Annex "A" Statement of Work including Appendices and Annex "B" Substantiation of Technical Compliance Form.

1.2 Management Evaluation

Mandatory Management Criteria are included in Annex "A" Statement of Work including Appendices and Annex "B" Substantiation of Technical Compliance Form.

1.3 Financial Evaluation

SACC Manual Clause A0222T (2013-04-25), Evaluation of Price

2. Basis of Selection

2.1 Basis of Selection – Mandatory Technical Criteria

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid"

list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

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

PART 6 – SECURITY AND FINANCIAL REQUIREMENTS

1. Security Requirements

There is no Security Requirement associated with the bid solicitation

2. Financial Capability

Manual SACC clause A9033T (2012-07-16) Financial Capability

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" including Appendices and the technical and management portions of the Contractor's bid entitled _____, dated _____.

2. Standard Clauses and Conditions

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

2.1 General Conditions

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

2.2 Supplemental General Conditions

4003 (2010-08-16) Licensed Software, apply to and form part of the contract.

4004 (2013-04-25) Maintenance and Support Services for Licensed Software, apply to and form part of the Contract.

3. Security Requirement

There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Delivery Date

On or before 31 March 2014 for the following deliverables:

One (1) copy of the FSL/ESL courseware on CD/DVD

Thirty (30) network licenses

Technical support via telephone and email

Maintenance Support (upgrades, fixes, patches, etc)

4.2 Period of Contract:

Technical support via telephone and email; technical support for thirty (30) licenses and maintenance support for five (5) years from contract award

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Gina Mosher

Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

Atlantic Region

Solicitation No. - N° de l'invitation

W010V-14A022/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-3-71157

Buyer ID - Id de l'acheteur

hal217

Client Ref. No. - N° de réf. du client

W010V-14-A022

CCC No./N° CCC - FMS No/ N° VME

1713 Bedford Row

Halifax, Nova Scotia

Telephone: 902-496-5324

Facsimile: 902-496-5016

E-mail address: gina.mosher@pwgsg.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The

Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Technical Authority

The Technical Authority for the Contract is(To be included upon contract award):

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail: _____.

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

5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

Solicitation No. - N° de l'invitation

W010V-14A022/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-3-71157

Buyer ID - Id de l'acheteur

hal217

Client Ref. No. - N° de réf. du client

W010V-14-A022

CCC No./N° CCC - FMS No/ N° VME

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. Payment

7.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price, as specified in in Annex "C" Basis of Payment for a cost of \$ _____. Customs duties are included, and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.2 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

7.3 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department
C2000C (2007-11-30) Taxes – Foreign-based Contractor

8. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

9. Certifications

9.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

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

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4003 (2010-08-16) Licensed Software and 4004 (2013-04-25) Maintenance and Support Services for Licensed Software;
- (c) the general conditions 2035 (2013-06-27), General Conditions - Higher Complexity – Services;
- (d) Annex "A", Statement of Work;
- (e) Appendix "1" to Annex "A", Description of Beginner, Intermediate and Advanced Levels;
- (f) Appendix "2" to Annex "A", Glossary and Acronyms;
- (g) Annex "C" Basis of Payment
- (h) the Contractor's bid dated _____, *(insert date of bid)* *(If the bid was clarified or amended, insert at the time of contract award: " , as clarified on _____ " or " , as amended on _____ " and insert date(s) of clarification(s) or amendment(s)).*

12. Defence Contract

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

13. Insurance

Solicitation No. - N° de l'invitation

W010V-14A022/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-3-71157

Buyer ID - Id de l'acheteur

hal217

Client Ref. No. - N° de réf. du client

W010V-14-A022

CCC No./N° CCC - FMS No/ N° VME

SACC Manual clause G1005C (2008-05-12) Insurance

ANNEX "C"**BASIS OF PAYMENT**

Pricing shall include Maintenance(upgrades, fixes, patches, etc.) For one (1) of the five (5) year period.

Bidders shall provide firm unit prices, FOB Destination, for the following items:

Item 1 Courseware on CD/DVD	Qty 1 copy	\$_____/copy	\$_____
Item 2 Individual network licenses	Qty 30 licenses	\$_____/license	\$_____
Item 3 Technical support via telephone and email and Technical support for thirty (30) licenses, all for a five (5) year period from date of contract award.	Qty 1 Lot	\$_____/Lot	\$_____
Item 4 Maintenance for a four (4) Year period (upgrades, fixes, patches, etc.)	Qty 1 Lot	\$_____/Lot	\$_____
Total Cost Items 1 to 4		\$_____	

NOTE: Maintenance of courseware shall be delivered to the two (2) DND technical support centres for redistribtuion to the fleet.

Annex “A”

Statement of Work

for

the Acquisition of

French & English Language Training

Courseware

for the Royal Canadian Navy Fleet

Objective

1. The objective of this project is to provide ships of the Canadian Fleet with the capability to provide sailors with access to English and French language instruction when deployed with limited or no access to the Internet. The Canadian Defence Academy (CDA) currently provides CF personnel with an online version of "Tell Me More, ESL Courseware". Unfortunately, sailors deployed to Navy ships cannot access the online version due to severe bandwidth restrictions.
2. The solution is to acquire a stand-alone networked version of the courseware for each ship in the fleet.

Background

3. A software application that resides on the SHIPLAN will enable RCN personnel to study French or English while deployed at sea and will not require the use of limited bandwidth. This project will permit interested personnel to enhance their second language profile from any SHIPLAN workstation onboard, which will provide the privacy required of a good learning environment.
4. Second language ability is a requirement for promotion for some personnel, for employment in key positions within the CF and provides valuable points on merit boards. If this deficiency is not rectified then personnel serving at sea will be disadvantaged and unable to favourably compete for top leadership positions, which may limit their career options. This will operationally affect the CF as the best leaders may not be positioned to lead the institution due to a sub-standard second language profile and shall have a negative impact on morale.

Scope

5. The intent is to acquire one (1) network copy of the courseware, with a capability of supporting 50 concurrent users each. The software must be 100% compatible with the RCN's ShipLAN NOS. Installation will be done by RCN system administrators using the procedures developed during the test phase by the Naval Engineering Test Establishment (NETE). **All references in this SOW to the term "on line" refer only to the shipboard LAN. There is no requirement or intent to connect to any other network outside of each individual ship, including the Internet.**
6. The software must work autonomously at beginner, intermediate and advanced levels for a period of up to 5 years. The requirement includes student registration, online student orientation, placement and progress testing, tracking and reporting on student usage and results, and technical support.

Technical Mandatory Requirements

7. The Contractor must provide 30 network licenses, each capable of supporting up to 50 concurrent users for autonomous adult students during the contract period, with unlimited access to complete and fully functioning English as a Second Language (ESL) and French as a Second Language (FSL) courseware.

Compatibility

8. The courseware must be compatible with the following operating systems:
 - a. Microsoft Windows XP (Student workstations);
 - b. Microsoft Windows 7 (Student workstations); and

- c. Microsoft Windows 2008 Server.
- 9. The courseware must be compatible with the following browser(s):
 - a. Internet Explorer 7;
 - b. Internet Explorer 8; and
 - c. Internet Explorer 9.

Security

- 10. The courseware must provide a security architecture that preserves the confidentiality and integrity of information contained on the system. Student information must be accessible and restricted to authorized users or groups of users. Access to the courseware by users must require at least a username and password.

Experience

- 11. The Contractor must provide two customer references from two separate client organizations. Each reference must confirm that the Bidder has previously provided the customer with the networked versions of their ESL/FSL courseware proposed in the bid, or an earlier version of the same courseware, within the last 3 years.

Content

- 12. The courseware content must include a variety of instructional and practice activities, organized in learning modules, at each of the following levels that meet the descriptions of levels as found at Appendix 1:
 - a. Beginner;
 - b. Intermediate; and
 - c. Advanced.
- 13. The courseware must include a minimum number of content hours at each level:
 - a. Beginner – 100 hours;
 - b. Intermediate – 100 hours; and
 - c. Advanced – 50 hours.
- 14. The courseware must include at least 3 different types of learning activities (i.e. fill in the blanks, selecting an answer in a multiple choice menu to a written or oral audio statement, recording a response to a written or audio statement and comparing with model) for each of the language skills below. A single activity can develop more than one skill.
 - a. Reading;
 - b. Writing;
 - c. Listening; and
 - d. Speaking.

Instructional Design

- 15. Immediate feedback must be provided the student during the practice activities in Reading, Writing, Listening and Speaking.
- 16. The courseware must include pronunciation activities that provide the student with at least one of the following:

- a. The opportunity to compare a recording of their answer with a model; or
 - b. Feedback on their pronunciation performance.
- 17. The courseware must provide flexible learning paths, including providing the student with the option to:
 - a. Move forward or back in the courseware if the level of instruction is too easy or too difficult; and
 - b. Focus on specific language skills:
 - i. Reading;
 - ii. Writing;
 - iii. Listening; and/or
 - iv. Speaking.
- 18. The courseware must provide an online placement test and recommend a start point in the program based on the student results.
- 19. The courseware must include a series of online student assessment instruments (i.e. quizzes and progress tests) that give students, as a minimum, a performance score. Progress tests must include items that test, as a minimum, the following language skills:
 - a. Reading;
 - b. Writing; and
 - c. Listening.
- 20. The courseware must include the following online reference tools:
 - a. An English-French and French-English lexicon of vocabulary used in the courseware; and
 - b. A grammar tool.
- 21. The courseware content must be presented using a variety of media, including audio, graphics and video.
- 22. The courseware must track student usage of the courseware and results. Students must be able to access information on their own test results and usage of the courseware (time spent, activities completed) in French or English, depending on their language preference.

Language Requirements

- 23. The courseware must provide students the opportunity to select a French or English program interface, depending on their language preference.
- 24. The courseware must provide activity instructions in French and English.
- 25. The contractor must provide students with courseware User Guides in French and English.
- 26. The courseware must include an online tutorial in French and English that provides students with an orientation to the courseware.

Technical Support

- 27. DND will provide the two technical support centers, one in Halifax, NS and the other in Esquimalt, BC. These centers shall provide technical support to the fleet and act as the interface between students and the Contractor.

28. The Contractor must provide technical support to the DND technical support centers during the contract period:
- a. When technical support is requested with installation of the courseware and use of the courseware;
 - b. Via a telephone hotline that shall be toll-free anywhere in North America and an email address that the DND technical support centers can use;
 - c. To meet the following response times:
 - i. Telephone:
 - 1. If technical support is not immediately available by telephone, on Working Days, wait time must not exceed ten minutes, and
 - 2. If a DND technical support person leaves a message, technical support representatives must call back within 24 hours on Working Days.
 - ii. Email: Responses to email requests must be provided by email within 24 hours on Working Days.
29. There must be no additional charge to the Technical Authority for upgrades to the courseware by the Contractor.

Technical Authority Support

30. The Technical Authority (TA) will provide the contact names for the DND technical support centers to the Contractor on an ongoing basis for the duration of the contract.

Applicable Documents

31. The following reference relate to this requirement, and are attached as:
- a. Appendix 1: Descriptions of Beginner, Intermediate and Advanced levels.
 - b. Appendix 2: Glossary and Acronyms.

Deliverables

32. The contractor shall provide the following:
- a. One (1) copy of the courseware on CD/DVD;
 - b. 30 individual network licenses;
 - c. Technical support via telephone and email; and
 - d. Technical support for 30 licenses for 5 years from contract award.
 - e. Maintenance(upgrades, fixes, patches, etc.) for 5 years from date of contract.

Description of Beginner, Intermediate and Advanced Levels

Level	Range of student language skills at this level	Description of student language skills at the end of the designated level		Source of Level descriptor
		Language Skill		
Beginner	From complete beginner to achieving PSC Official Language Proficiency Level A	Reading (Written Comprehension)	<p>Level A is the minimum level of second language ability in written comprehension for positions that require comprehension of texts on topics of limited scope.</p> <p>A person reading at Level A can:</p> <ul style="list-style-type: none">• Fully understand very simple texts;• Grasp the main idea of texts about familiar topics; and• Read and understand elementary points of information such as dates, numbers or names from relatively more complex texts to perform routine job-related tasks. <p>A person at this level would not be expected to read and understand detailed information.</p>	http://www.tbs-sct.gc.ca/gui/squn03-eng.asp
		Writing (Written Expression)	<p>Level A is the minimum level of second language ability in written expression for positions that require simple units of information in the second language.</p> <p>A person writing at Level A can write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.</p> <p>A person at this level is expected to make errors in grammar, vocabulary and spelling. These errors are acceptable as long as the message is understandable.</p>	
		Listening	<p>Basic User (A2):</p> <ul style="list-style-type: none">• Can understand enough to be able to meet the needs of a concrete type provided speech is clearly and slowly articulated;• Can understand phrases and the highest	
				http://www.coe.int/T/DG4/Portfolio/documents/All%20scales%20CEFR.DOC

Level	Range of student language skills at this level	Description of student language skills at the end of the designated level		Source of Level descriptor
		Language Skill		
Intermediate	From achieving PSC Official Language Proficiency Level A to achieving PSC Official Language Proficiency Level B		<p>frequency vocabulary related to areas of most immediate personal relevance;</p> <ul style="list-style-type: none"> • Can catch the main points in short, clear, simple messages and announcements; and • Can understand simple directions relating to how to get from A to B, by foot or public transportation. 	
		Reading (Written Comprehension)	<p>Level B is the minimum level of second language ability in written comprehension for positions that require comprehension of most descriptive or factual material on work-related topics.</p> <p>A person reading at Level B can:</p> <ul style="list-style-type: none"> • Grasp the main idea of most work-related texts; • Identify specific details; and • Distinguish main from subsidiary ideas. <p>A person at this level will have difficulty reading texts using complex grammar and less common vocabulary.</p>	http://www.tbs-sct.gc.ca/gui/squn03-eng.asp
		Writing (Written Expression)	<p>Level B is the minimum level of second language ability in written expression for positions that require writing short descriptive or factual texts in the second language.</p> <p>A person writing at Level B can:</p> <ul style="list-style-type: none"> • Deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary. <p>A person at this level would communicate the basic</p>	http://www.tbs-sct.gc.ca/gui/squn03-eng.asp

Level	Range of student language skills at this level	Description of student language skills at the end of the designated level		Source of Level descriptor
		Language Skill		
Advanced	From achieving PSC Official Language Proficiency Level B to achieving PSC Official Language Proficiency Level C	Listening	<p>information, but the text will require some corrections in grammar and vocabulary as well as revision for style.</p> <p>Independent User (B1):</p> <ul style="list-style-type: none"> Can understand the main points of clear standard input on familiar matters regularly encountered in work or leisure. Can understand the main points of many radio or TV programmes on current affairs or topics of personal or professional interest. Can follow detailed directions. 	http://www.coe.int/T/IDG4/Portfolio/documents/All%20scales%20CEFR.DOC
		Reading (Written Comprehension)	<p>Level C is the minimum level of second language ability in written comprehension for positions that require comprehension of texts dealing with a wide variety of work-related topics.</p> <p>A person reading at Level C can:</p> <ul style="list-style-type: none"> Understand most complex details, inferences and fine points of meaning; and Have a good comprehension of specialized or less familiar material. <p>A person at this level may miss some seldom-used expressions and have some difficulty with very complex grammatical structures.</p>	http://www.tbs-sct.gc.ca/gui/squn03-eng.asp
		Writing (Written Expression)	<p>Level C is the level of second language ability in written expression for positions that require writing explanations or descriptions in a variety of informal and formal work-related situations.</p> <p>A person writing at Level C can:</p> <ul style="list-style-type: none"> Write texts where ideas are developed and 	http://www.tbs-sct.gc.ca/gui/squn03-eng.asp

Level	Range of student language skills at this level	Description of student language skills at the end of the designated level		Source of Level descriptor
		Language Skill		
			<p>presented in a coherent manner.</p> <p>A person at this level will use vocabulary, grammar and spelling that are generally appropriate and require few corrections. A person at this level can also modify or correct texts to improve meaning, tone, clarity and conciseness.</p>	
		Listening	<p>Independent User (B2):</p> <ul style="list-style-type: none">• Can understand the main ideas of complex text on both concrete and abstract topics, including technical discussions in his/her field of specialization.• Can understand:<ul style="list-style-type: none">◦ Extended speech and lectures and follow even complex lines of argument provided the topic is reasonably familiar;◦ Most TV news and current affairs and programmes; and◦ The majority of films in standard dialect• Can understand announcements and messages on concrete and abstract topics spoken in standard dialect at normal speed.	http://www.coe.int/T/DG4/Portfolio/documents/All%20scales%20CEFR.DOC

- Animation:** refers to movement on screen, including, for example a pointer that illustrates a point being made by the narrator or explained in writing.
- Autonomous:** self-paced, without access to a tutor or teacher.
- Courseware:** is a term that combines the words “course” with “software”. It can refer to the entire course and any additional material when used in reference to an online or ‘computer formatted’ classroom.
- Grammar Tool:** A reference that describes the system of rules that defines the structure of a language.
- Instructions:** Explanation to student on how to do an activity.
- Interactive:** For an activity to be considered interactive, student must respond to stimuli in courseware and courseware must respond to student.
- User Interface:** User interface is the way in which the product is designed to interact with the user in terms of text menus, checkboxes, clickable images, drag-and-drop approaches.
- Language Skills:** Cognitive skills combining knowledge and understanding with practice in language use, generally consisting of Reading, Writing, Listening and Speaking.
- Lexicon (English-French):** A list of English words and expressions used in the courseware with French translation.
- Lexicon (French-English):** A list of French words and expressions used in the courseware with English translation.
- Listening:** Comprehension of the spoken language.
- Module:** A package of selected information which focuses on a specific subject that has been appropriately designed to provide the learner with an educational opportunity in a self-directed learning format.
- Orientation to the courseware:** includes an overview and instructions on how to use the courseware.
- Performance-based:** instruction and activities:
- Provide clearly stated performance objectives. State clearly what the learner should be able to achieve and how well they should be able to do it;
 - Are based on the use of the target language in the real world;

- Meet the specific needs and characteristics of adult learners. Use vocabulary and examples relevant to learners; and
- Provide practice and immediate feedback on every skill.

Reading: Comprehension of the written language.

Speaking: Spoken language use.

Tutorial: an online, animated presentation of how to use the courseware.

Working Days: from 0800 to 1700, local time, Monday to Friday, excluding statutory holidays observed by the federal government in the province from which the call is made.

Writing: Written language use.

Acronyms

CF	Canadian Forces
DND	Department of National Defence
OL	Official Language
PSC	Public Service Commission
NOS	Network Operating System
RCN	Royal Canadian Navy

Annex “B”
Substantiation of Technical Compliance Form

Instructions: Bidders must provide a copy of their software (the version being evaluated) for testing on DND ShipLAN (Shipboard Local Area Network). Integration of this software on ShipLan is crucial therefore, failure to provide a copy for testing will result in a non-compliant bid.

All references in this SOW to the term “on line” refer only to the shipboard LAN. There is no requirement or intent to connect to any other network outside of each individual ship, including the Internet.

Statement of Work (SOW) Reference No.	Article of SOW that requires substantiation by the Bidder (Mandatory Requirements)	Met	Not Met	Bidder Substantiation	Reference
	General				
6.	The software must work autonomously at beginner, intermediate and advanced levels for a period of up to 5 years. The requirement includes student registration, online student orientation, placement and progress testing, tracking and reporting on student usage and results, and technical support.				
7.	The Contractor must provide 30 network licenses, each capable of supporting up to				

Statement of Work (SOW) Reference No.	Article of SOW that requires substantiation by the Bidder (Mandatory Requirements)	Met	Not Met	Bidder Substantiation	Reference
	50 concurrent users for autonomous adult students during the contract period, with unlimited access to complete and fully functioning English as a Second Language (ESL) and French as a Second Language (FSL) courseware.				
	Compatibility				
8.	<p>The courseware must be compatible with the following operating systems:</p> <ul style="list-style-type: none"> a. Microsoft Windows XP (Student workstations); b. Microsoft Windows 7 (Student workstations); and c. Microsoft Windows 2008 Server. 				
9.	The courseware must be compatible with the following browser(s):				

Statement of Work (SOW) Reference No.	Article of SOW that requires substantiation by the Bidder (Mandatory Requirements)	Met	Not Met	Bidder Substantiation	Reference
	d. Internet Explorer 7; e. Internet Explorer 8; and f. Internet Explorer 9.				
10.	Security The courseware must provide a security architecture that preserves the confidentiality and integrity of information contained on the system. Student information must be accessible and restricted to authorized users or groups of users. Access to the courseware by users must require at least a username and password.				
	Experience The Contractor must provide two customer references from two separate client organizations. Each reference must confirm that the Bidder has previously provided the customer with the				
11.					

Statement of Work (SOW) Reference No.	Article of SOW that requires substantiation by the Bidder (Mandatory Requirements)	Met	Not Met	Bidder Substantiation	Reference
	networked versions of their ESL/FSL courseware proposed in the bid, or an earlier version of the same courseware, within the last 3 years.				
	Content				
12.	<p>The courseware content must include a variety of instructional and practice activities, organized in learning modules, at each of the following levels that meet the descriptions of levels in Appendix 1:</p> <ul style="list-style-type: none"> a. Beginner; b. Intermediate; and c. Advanced. 				
13.	<p>The courseware must include a minimum number of content hours at each level:</p> <ul style="list-style-type: none"> a. Beginner – 100 hours; b. Intermediate – 100 hours; 				

Statement of Work (SOW) Reference No.	Article of SOW that requires substantiation by the Bidder (Mandatory Requirements)	Met	Not Met	Bidder Substantiation	Reference
	and c. Advanced – 50 hours.				
14.	<p>The courseware must include at least 3 different types of learning activities (i.e. fill in the blanks, selecting an answer in a multiple choice menu to a written or oral audio statement, recording a response to a written or audio statement and comparing with model) for each of the language skills below. A single activity can develop more than one skill.</p> <ul style="list-style-type: none"> a. Reading; b. Writing; c. Listening; and d. Speaking. 				
	Instructional Design				
15.	Immediate feedback must be provided to students during practice activities in Reading, Writing, Listening and Speaking.				

Statement of Work (SOW) Reference No.	Article of SOW that requires substantiation by the Bidder (Mandatory Requirements)	Met	Not Met	Bidder Substantiation	Reference
16.	<p>The courseware must include pronunciation activities that provide the student with at least one of the following:</p> <ul style="list-style-type: none"> a. The opportunity to compare a recording of their answer with a model; or b. Feedback on their pronunciation performance. 				
17.	<p>The courseware must provide flexible learning paths, including providing the student with the option to:</p> <ul style="list-style-type: none"> a. Move forward or back in the courseware if the level of instruction is too easy or too difficult; and b. Focus on specific language skills: <ul style="list-style-type: none"> i. Reading; ii. Writing; iii. Listening; and/or 				

Statement of Work (SOW) Reference No.	Article of SOW that requires substantiation by the Bidder (Mandatory Requirements)	Met	Not Met	Bidder Substantiation	Reference
	iv. Speaking.				
18.	The courseware must provide an online placement test and recommend a start point in the program based on student results on this test.				
19.	The courseware must include a series of online student assessment instruments (e.g. quizzes and progress tests) that give students, as a minimum, a performance score. Progress tests must include items that test the following language skills: a. Reading; b. Writing; and c. Listening.				
20.	The courseware must include the following online reference tools:				

Statement of Work (SOW) Reference No.	Article of SOW that requires substantiation by the Bidder (Mandatory Requirements)	Met	Not Met	Bidder Substantiation	Reference
	<p>a. An English-French and French-English lexicon of vocabulary used in courseware; and</p> <p>b. A grammar tool.</p>				
21.	The courseware content must be presented using a variety of media, including audio, graphics and video.				
22.	The courseware must track student usage of the courseware and results. Students must be able to access information on their own test results and usage of the courseware (time spent, activities completed) in French or English, depending on their language preference.				
Language Requirements					
23.	The courseware must provide students with the opportunity to select a French or English				

Statement of Work (SOW) Reference No.	Article of SOW that requires substantiation by the Bidder (Mandatory Requirements)	Met	Not Met	Bidder Substantiation	Reference
	program interface, depending on their language preference.				
24.	The courseware must provide activity instructions in French and English.				
25.	The Contractor must provide students with courseware user guides in French and English.				
26.	The courseware must include an online tutorial in French and English that provides students with an orientation to the courseware.				
	Technical Support for Students				
28.	<p>The Contractor must provide technical support to the DND technical support centers during the contract period:</p> <p>a. When technical support is requested with installation of the courseware and use of the courseware;</p>				

Statement of Work (SOW) Reference No.	Article of SOW that requires substantiation by the Bidder (Mandatory Requirements)	Met	Not Met	Bidder Substantiation	Reference
	<p>b. Via a telephone hotline that shall be toll-free anywhere in North America and an email address that the DND technical support centers can use;</p> <p>c. To meet the following response times:</p> <p>i. Telephone:</p> <p>1. If technical support is not immediately available by telephone, on Working Days, wait time must not exceed ten minutes, and</p> <p>2. If a DND technical support person leaves a message, technical support representatives must call back within 24 hours on Working Days.</p>				

Statement of Work (SOW) Reference No.	Article of SOW that requires substantiation by the Bidder (Mandatory Requirements)	Met	Not Met	Bidder Substantiation	Reference
	ii. Email: Responses to email requests must be provided by email within 24 hours on Working Days.				