



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

**REQUEST FOR a STANDING OFFER
DEMANDE D'OFFRE À COMMANDES**

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

By e-mail to: - Par courriel au :

Natalie.Provost@forces.gc.ca

Natalie Provost,
Director Services Contracting (D Svcs C) 3-2-5
Direction – Contrats de services (DC Svcs) 3-2-5

Proposal To: National Defence Canada

Canada, as represented by the Minister of the Department of National Defence, hereby requests a Standing Offer on behalf of the Identified Users herein.

Proposition à : Défense nationale Canada

Le Canada, représenté par le ministre de la Défense nationale, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

**Solicitation Closes –
L'invitation prend fin**

At – à : 14h00 – 2 :00pm
Heure avancée de l'Est (HAE) -
Eastern Daylight Time (EDT)

On - le : 01 August 2017

**THIS DOCUMENT CONTAINS SECURITY
REQUIREMENTS / CE DOCUMENT CONTIENT
DES EXIGENCES RELATIVES À LA SÉCURITÉ**

Title/Titre SO-FRENCH LANG TRAINING – COLORADO SPRINGS, CO, USA		Solicitation No – N° de l'invitation W6369-17-A009	
Date of Solicitation – Date de l'invitation 2017-06-20			
Address Enquiries to – Adresser toutes questions à Name: Natalie Provost E-mail: Natalie.Provost@forces.gc.ca			
Telephone No. – N° de téléphone 819-939-8506		FAX No – N° de fax	
Destination See herein. Voir ci-après			

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions:

Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____



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PART 1 - GENERAL INFORMATION

1.1 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 and Additional Information: includes the certifications and additional information 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 the Statement of Work, the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Electronic Payment Instruments, Periodic Usage Report, and PWGSC-TPSGC 942, Call-Up against a Standing Offer.

1.2 Summary

- 1.2.1 The Department of National Defence (DND) Canadian Forces Language School (CFLS) has a requirement for the provision of French Second Language Training Services on an “as and when requested basis” to military personnel located at Peterson Air Force Base in Colorado Springs, Colorado, United States of America (USA). Details of the requirement are outlined in **Annex “A”** – Statement of Work (SOW).

1.2.2 Period of the Standing Offer

It is intended to issue a Standing Offer (SO) Agreement from date of issuance to two (2) years later, with two (2) additional (1) one-year periods at Canada’s discretion.

- 1.2.3 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).



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1.3 Security Requirements

There are security requirements 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. For more information on personnel and organization security screening or security clauses, Offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.4 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.



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PART 2 - OFFEROR INSTRUCTIONS

2.1 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) (<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](#) (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO with the following modifications:

Section 02, Procurement Business Number is deleted in its entirety.

Section 05, Submission of Offers – Subsection 4 is amended as follows:

Delete: 60 days

Insert: 180 days

Section 20, Further Information is deleted in its entirety.

2.2 Submission of Offers

Offers must be submitted only to DND 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 DND will not be accepted.

2.2.1 Electronic Submissions

Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Procurement Authority. Larger bids may be submitted through more than one e-mail. DND will confirm receipt of documents. It is the Bidder's responsibility to ensure that the DND has received the entire submission. Bidders should not assume that all documents have been received unless DND confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

2.3 Former Public Servant

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.

2.3.1 Definitions

For the purposes of this clause:

- (i) "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:
1. an individual;
 2. an individual who has incorporated;
 3. a partnership made of former public servants; or
 4. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
- (ii) "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.
- (iii) "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.

2.3.2 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.
- c. 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



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with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

2.3.3 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.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) 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 question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.5 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 "Ontario".

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.



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PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Technical Offer: one (1) soft copy in PDF format by email;

Section II: Financial Offer: one (1) soft copy in PDF format by email;

Section III: Certifications: one (1) soft copy in PDF format by email; and

Section IV: Additional Information: one (1) soft copy in PDF format by email.

3.2 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.

3.3 Section II: Financial Offer

Offerors must submit their financial offer in accordance with the pricing schedule detailed in “**Attachment 1 to Part 3**”. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete **Annex “D”** Electronic Payment Instruments, to identify which ones are accepted.

If **Annex “D”** Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

SACC *Manual* clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation:

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.4 Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

3.5 Section IV: Additional Information

3.5.1 Offeror’s Proposed Site(s) or Premises Requiring Safeguarding Measures

As indicated in Part 6 under Security Requirements, the Offeror must provide the full address(es) of the Offeror’s and proposed individual(s) site(s) or premises for which safeguarding measures are required for Work Performance:



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Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

- 3.5.2** The Company Security Officer (CSO) must ensure through the **Industrial Security Program (ISP)** that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.



ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Offeror must complete this pricing schedule and include it in its financial bid.

The firm rates specified below includes all expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid, including the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in **Annex “A”**, Statement of Work of the bid solicitation.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

1. Pricing Schedule

Teaching – French Training Services:

(Including preparation time, pedagogical supervision/course administration, tutoring, Second Language Evaluation (SLE) Preparation Interviews - Oral Interaction, tests and reports and all other costs and services required to deliver the Work.)

All bids must be submitted in **US Dollars**, in accordance with the following **firm all-inclusive hourly rate(s)** (GST/HST applicable taxes extra if applicable):

1.1 Initial 1 & 2 Period (date of issuance to two (2) years later)

French Training Services Course Type	Ratio Level of Effort (A)	All-Inclusive Fixed Hourly Rate (B)	Cost (A x B = C)
Individual (one on one)	70%	\$	\$
Group (min. 2 and max. 6)	30%	\$	\$
TOTAL (C1 (Individual) + C2 (Group))			\$

1.2 Option Period 1 (date to date)

French Training Services Course Type	Ratio Level or Effort (A)	All-Inclusive Fixed Hourly Rate (B)	Cost (A x B = C)
Individual (one on one)	70%	\$	\$
Group (min. 2 and max. 6)	30%	\$	\$
TOTAL (C1 (Individual) + C2 (Group))			\$

1.3 Option Period 2 (date to date)

French Training Services Course Type	Ratio Level or Effort (A)	All-Inclusive Fixed Hourly Rate (B)	Cost (A x B = C)
Individual (one on one)	70%	\$	\$
Group (min. 2 and max. 6)	30%	\$	\$
TOTAL (C1 (Individual) + C2 (Group))			\$

1.4 Total Evaluated Price = 2X Initial Period + Option 1 + Option 2



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory technical criteria are detailed in “**Attachment 1 to Part 4**”.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price - Canadian/Foreign Offerors

SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price

The price of the offer will be evaluated as follows:

- a) Canadian-based offerors must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
- b) Foreign-based offerors must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based offerors.

Unless the Request for Standing Offers (RFSO) specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the RFSO closing date, or on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.

Although Canada reserves the right to issue the Standing Offer either on an FOB plant or FOB destination, Canada requests that offerors provide prices FOB their plant or shipping point and FOB destination. Offers will be assessed on an FOB destination basis.

For the purpose of the RFSO, offerors with an address in Canada are considered Canadian-based offerors, and offerors with an address outside of Canada are considered foreign-based offerors.

- 4.1.2.2** For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in “**Attachment 1 to Part 3**”.



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4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria Only

SACC Manual Clause [M0031T](#) (2007-05-25) - Basis of Selection - Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

If two (2) or more offers contain the lowest evaluated price, the offer with more hours of teaching experience in delivering French as a second language with DND (sum of the 2 proposed resources' experience) will be recommended for issuance of a standing offer.



ATTACHMENT 1 TO PART 4 TECHNICAL CRITERIA

#	MANDATORY TECHNICAL CRITERION	MET	NOT MET	PROPOSAL REFERENCE
M1.	<p>The Offeror must provide a <u>business office address</u> within 50 km of the following address.</p> <p>North American Aerospace Defence Command Peterson Air Force Base Colorado Springs, Colorado 80914-6508 USA</p> <p>Address to be verified using Search Engines, such as but not limited to Google Maps, MapQuest.</p>			
M2.	<p>The Offeror must clearly demonstrate that each proposed teaching resources has a university degree from a recognized academic institution in the following field of study; education, languages, translation, journalism, history, political sciences, social sciences, theology, psychology, communication, anthropology, sociology, philosophy, literature or law.</p> <p>*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: http://www.cicic.ca/indexe.stm</p> <p>The Offeror must provide a copy of the Degree(s) at the time of bid submission.</p>			
M3.	<p>The two (2) proposed resources must each have a minimum of four hundred (400) hours of teaching experience in delivering French as a second language training/course to <u>adults</u> (excluding high school students), since January 2009. The teaching experience can be in a group and/or individualized setting.</p> <p>For each proposed resource, the Offeror must provide details of the said experience, including:</p> <ul style="list-style-type: none"> • Name and description of the French training/course(s); and • The period during which the experience was acquired, presented in the following way: (from-to dates; month and year); and • The number of completed hours of teaching experience delivering French as a second language training/courses to <u>adults</u> since January 2009; and • Submit resumes for the two (2) proposed resources demonstrating that each meets the minimum mandatory requirements (educational and work experience). 			



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#	MANDATORY TECHNICAL CRITERION	MET	NOT MET	PROPOSAL REFERENCE
M4.	The Offeror must have a valid United States of America (USA) work permit. The Offeror must provide a copy of the permit.			



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.



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5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources – Standing Offer

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.

5.2.3.2 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.



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PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

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 sites must meet the security requirements 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;
 - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
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 refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.



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PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Standing Offer.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED A**, 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 work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the CISD/PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED A**.
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), attached at **Annex "C"**;
 - (b) Industrial Security Manual (Latest Edition).

7.2.2 The Company Security Officer (CSO) must ensure through the **Industrial Security Program (ISP)** that the Offeror and individual(s) hold a valid security clearance at the required level.

7.3 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

SACC Manual Clause [2005](#) (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer, with the following modifications:

Definition of Minister is modified as follows:



"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that Minister.

7.3.2 Standing Offers Reporting – Periodic Usage Reports

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in **Annex "E"**. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than thirty (30) days calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from award to March 31, 2019.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year period(s), 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 at least thirty (30) calendar days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Natalie Provost
Title: Senior Procurement Officer
Organization: Directorate Services Contracting (D Svcs C)
Address: National Defence Headquarters



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Ottawa, Ontario
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Quartier général de la Défense nationale
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Attention: D Svcs C 3-2-5
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2

Telephone: 819-939-8506
Facsimile: 819-997-3211
E-mail address: Natalie.Provost@forces.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.

7.5.2 Technical Authority [To be specified in the resulting Standing Offer]

The Technical Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: National Defence Headquarters
Attention: [insert designation]
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2
Telephone: _____
Facsimile: ____ - ____ - ____
E-mail: _____.

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

7.5.3 Offeror's Representative [To be specified in the resulting Standing Offer]

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____.

7.6 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.



7.7 Identified Users

The Identified User (IU) authorized to make call-ups against the Standing Offer is Department of National Defence.

7.8 Call-up Procedures

The Work will be authorized or confirmed by the Technical Authority of the IU(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer, or other electronic document provided entitled "Call-up Against a Standing Offer" for services to be provided under the terms and conditions of the Standing Offer.

The Call-up shall include:

- a) Information about the training courses and/or services to be delivered indicated in this Standing Offer, the location of the training and the language training required;
 - b) A description of deliverables and reporting requirements;
 - c) A schedule of due dates of services and / or production dates for deliverables and reports.
 - d) The firm price and/or all-inclusive hourly rate in **Annex "B"** of the Standing Offer;
- The authorized signature(s) of the IU's Technical Authority.

7.9 Cancellation and Postponement of Training prior to commencement of Training

7.9.1 Under clause 7.9.4 of this document, and without limiting the generality of the other terms and conditions of the Standing Offer, Canada may at any time before the start date of the training contemplated in a Call-up issued in accordance with clause 7.8 (Call-up Procedures) cancel or postpone, in whole or in part, the training contemplated in the Call-up by notifying the Offeror in writing. The cancellation or postponement may apply to one or more group sessions and/or one or more individuals.

7.9.2 The Government of Canada shall not be liable to the Offeror if the notice is sent to the Offeror in compliance with clause 7.9.1 above at least twenty four (24) hours before the scheduled start date of the training. Under no circumstances shall the Offeror receive payment or be reimbursed for costs incurred after such notice has been sent. However, a training session that has been postponed is subject to the applicable terms and conditions, including those stemming from the Basis of Payment.

7.9.3 If the notice is not sent to the Offeror in compliance with clause 7.9.1 above at least twenty four (24) hours before the scheduled start date for the training, the Offeror shall be entitled to payment from Canada for the cancelled training only (i.e. not postponed training) in accordance with the clause entitled "Cancellation Fees" in the Basis of Payment.

7.9.4 Section 25, Termination for Convenience, of General Conditions 2010B, will be deemed not to apply when notice has been given pursuant to this clause.

7.9.5 The Work to be performed will be on an "as and when requested" basis. Requirements will be identified by the Technical Authority.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).



7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **[insert at issuance of SO]** (*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 four (4) 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.

7.12 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 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List;
- g) Annex D, Periodic Usage Reports; and
- h) the Offeror's offer dated _____ (*insert date of offer*).

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.13.2 SACC Manual Clauses

SACC Manual Clause M3020C (2016-01-28), Status of Availability of Resources – Standing Offer

7.14 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 Ontario, unless otherwise stated by Offeror.



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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.

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

SACC Manual Clause [2010B](#) (2016-04-04) General Conditions - Professional Services (Medium Complexity)

7.2.2 Supplemental General Conditions

SACC Manual Clause [4008](#) (2008-12-12), apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The Work is to be performed in accordance with the Call-up against the Standing Offer.

7.3.2 Delivery Date

Delivery must be completed in accordance with the Call-up against the Standing Offer.

7.4 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.

7.5 Payment

7.5.1 Basis of Payment – Limitation of Expenditure

The Offeror will be reimbursed for the costs reasonably and properly incurred in the performance of the Work of each Call-up, as determined in accordance with the Basis of Payment in **Annex “B”**.

7.5.2 Limitation of Price

SACC Manual Clause [C6000C](#) (2011-05-16) Limitation of Price



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7.5.3 Method of Payment

SACC Manual Clause [H1008C](#) (2008-05-12), Monthly Payments

7.5.4 SACC Manual Clauses

SACC Manual Clause [C2000C](#) (2007-11-30), Taxes – Foreign-based Contractor

SACC Manual Clause [C2605C](#) (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor

SACC Manual Clause [C0711C](#) (2008-05-12), Time Verification

7.5.5 Electronic Payment of Invoices – Call-up

The Offeror accepts to be paid using any of the following Electronic Payment Instrument(s):

[List to be updated in the resulting Contract].

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.6 Invoicing Instructions

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

Each invoice must be supported by:

- a) A copy of time sheets to support the time claimed;
- b) A copy of the monthly attendance report statement initialized by all students, and any other deliverables required by the call-up.

Invoices must be distributed as follows:

- a) One (1) original copy must be forwarded to the Technical Authority identified under the section entitled "Authorities" of the Contract.
- b) One (1) copy must be forwarded to the Standing Offer Authority identified under the section entitled "Authorities" of the Contract.

7.7 Insurance - No Specific Requirement

SACC Manual Clause [G1005C](#) (2016-01-28) Insurance

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



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7.8 SACC Manual Clauses

SACC Manual Clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor) **OR** [A2001C](#) (2006-06-16) – Foreign Nationals (Foreign Contractor)
SACC Manual Clause [A9006C](#) (2012-07-16), Defence Contract
SACC Manual Clause [B9028C](#) (2007-05-25) Access to Facilities and Equipment
SACC Manual Clause [A9068C](#) (2010-01-11) Government Site Regulations
SACC Manual Clause [C0705C](#) (2010-01-11) Discretionary Audit



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ANNEX "A" STATEMENT OF WORK

1. Background

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

2. Requirement

The Canadian Forces Language School (CFLS) has a requirement for Professional Services to provide French Second Language Training to military personnel located at Peterson Air Force Base (AFB) in Colorado Springs, Colorado, USA. This training service will be on an "as and when needed" basis. The training may be either full or part-time, in classrooms provided by the Department of National Defence.

3. Objective

The objective of the resulting Standing Offer (SO) Agreement is to support the MSLTP's goal by delivering French Second Language Training to military personnel at the Peterson Air Force Base (AFB) in Colorado Springs, Colorado, USA.

"Appendix 1" - link of Public Service Commission (PSC) will provide you with detailed explanation about levels A, B and C. (<http://www.psc-cfp.gc.ca/ppc-cpp/sle-els/cand-info-cand-fra.htm>)

4. Scope

Through this Standing Offer, the Offeror may be called upon to deliver five types of training (refer to article 5.0 below for details):

- a. Progress Level (PL) – 150 hours;
- b. Specific skill courses – 90 hours;
- c. Retention Language Services;
- d. Preparation to the Second Language Evaluation (SLE) Services; and
- e. CBC reacquisition courses.

The Offeror must be informed of the type of training and the administrative details when a call-up against this Standing Offer (SO) is raised.



5. Task and Deliverables

The following table presents all the details pertaining to French Second Language Training with regards to task and deliverables:

There are five (5) types of SL training:	5.1 Course with a single Progress Level (PL)	5.2 Specific Skill Course	5.3 Retention Language Services Course	5.4 Preparation to the SL Evaluation Services	5.5 CBC Reacquisition Courses
Need	There is a need to deliver French or English training as a second language (SL) which focuses on Progress Levels	There is a need to deliver French or English training as SL which focuses on a specific skill.	There is a need to deliver French or English training as a SL which focuses on maintaining the linguistic profile.	There is a need to deliver French or English training as SL which focuses on reacquiring the expired linguistic profile or within six months of expiration. (previously attained a BBB or CBC)	There is a need to deliver French or English training as a SL which focuses on members of the Executive Leadership Cadre nominated for designated positions in retaining their linguistic profile CBC.
Duration	150 hours	90 hours	One on one - Part-time two (2) to four (4) hours /week; or Group Part-time two (2) to four (4) hours/week; or Full-time – 3 weeks of 30 hours	30 hours a week for three (3) or four (4) weeks	90 hours
Objective in Oral	Level A, B or C	Level A, B or C	Level A, B or C	Level B or C	Level C
Objective in Reading	Level A, B or C	Level A, B or C	Level A, B or C	Level B or C	Level C



There are five (5) types of SL training:	5.1 Course with a single Progress Level (PL)	5.2 Specific Skill Course	5.3 Retention Language Services Course	5.4 Preparation to the SL Evaluation Services	5.5 CBC Reacquisition Courses
Objective in Writing	Level A or B	Level A or B	Level A, B or C	Level B	Level B
Number of students	Will vary between minimum two (2) and maximum six (6)	Will vary between minimum two (2) and maximum four (4)	Will vary between minimum one (1) and maximum four (4)	Will vary between minimum two (2) and maximum four (4)	Will vary between minimum two (2) and maximum four (4)
Approach	<ul style="list-style-type: none"> ✓ The communicative approach must be used and the students' needs must be met. 				
Documentation provided to the contractor by CFLS	<ul style="list-style-type: none"> ✓ Educational material ✓ Canadian Armed Forces French Curriculum (CAFFC) ✓ Templates ✓ Training Plan 				
Deliverables to be produced and submitted by the contractor to CFLS Program Manager for approval	See notes below for details (1) (3) (5) (6)	See notes below for details (2) (3) (5) (6)	See notes below for details (2) (4) (5) (6)	See notes below for details (2) (3) (5) (6)	See notes below for details (2) (3) (5) (6)
5.6	Task and Deliverables				
(1)	A weekly plan describing upcoming activities must be provided to the Technical Authority no later than 11:59 pm, Eastern Standard Time (EST) or Eastern Daylight Time (EDT), whichever the case may be, on the Sunday prior to the upcoming week.				
(2)	A course plan must be developed and be provided to the Technical Authority, and should take into account the following: <ul style="list-style-type: none"> ✓ Current level of the student; ✓ Overall training objective; ✓ Functional content ✓ Communication strategies. 				
(3)	Once the training is over, as specified in the Training Plan A-P3-050-SLT/PH-H01 (French), a progress report / course report (CF 377) must be submitted to the Technical Authority no later than (NLT) ten (10) working days after the training is completed for approval until the said report meets all requirements				
(4)	Once the training is over, a retention language report must be submitted to the Technical Authority NLT ten (10) working days after the training is completed specifying topics that were				



There are five (5) types of SL training:	5.1 Course with a single Progress Level (PL)	5.2 Specific Skill Course	5.3 Retention Language Services Course	5.4 Preparation to the SL Evaluation Services	5.5 CBC Reacquisition Courses
	taught.				
(5)	A monthly attendance report statement initialized by all students with the invoice submission				
(6)	At any given time the Technical Authority may ask for a status report on training				

6. Client Support

The Offeror will be provided with the following prior to commencement of language training:

All courses must be offered in accordance with MSLTP specifications, which are defined in the following documents. Those documents will be available upon request prior to the bid solicitation.

- a. Qualifications Standard A-P3-002-SLT/PC-H01 (bilingual);
- b. Training Plan A-P3-050-SLT/PH-H01 (French);
- c. All course content will be provided with the following documents:
- d. Canadian Armed Forces French Curriculum (CAFFC).

7. Location for Provision of Required Services

Most of the work will take place at Offeror’s facilities. In some cases, training will take place at DND premises.

Should the training take place at the Offeror’s facilities, the facility must be within fifty (50) kilometers of the address below:

North American Aerospace Defence Command
Peterson Air Force Base, CO, USA
80914-6508

If and when the training is held at the Offeror’s facilities, the following equipment must be supplied:

- a) Access to telephone to make local phone calls on site for the students.
- b) Blackboard and/or Whiteboard with appropriate supplies
- c) Any devices capable of playing MP3 format files
- d) Flip chart and appropriate supplies
- e) Reference materials such as grammar codes and dictionaries
- f) Access to audio-video equipment for both recording and/or watching (on DVD support and/or electronic support)



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All travel and living expenses incurred in support of this training requirement are the sole responsibility of the Offeror. Canada will not cover any expenses in support of the Standing Offer (SO).

8. Additional Information

The Offeror will conform to the methodological, pedagogical and administrative specifications associated with the prescribed educational material specified at article 6.0.

No supplementary work shall be done unless the Contracting Authority or the Technical Authority issues a notice of change and/or a written instruction or unless a call-up against the Standing Offer (SO) has been received.

The Offeror will inform the Technical Authority should any issues arise during the provision of the services of the call-up against the Standing Offer (SO).

Related work is unclassified. However, when the work is done on site (the students' workplace), a pass, visitor permit or escort may be required, as per completed Security Requirements Check List (SRCL).

Under no circumstances shall the contractor divulge personal information or information of a delicate nature for purposes other than those specified in the curriculum. All other use or disclosure must be approved by the Technical Authority. A student's progress and course results shall be discussed exclusively with the CFLS Technical Authority.



APPENDIX “1” TO ANNEX “A”

PERFORMANCE ABILITIES AND CHARACTERISTICS AT LEVELS A, B AND C

WRITING

Level A	Level B	Level C
Ability to write information of limited scope in the second language; ability to write isolated words, sentences and simple questions or statements on very well-known topics using words relating to time, location or people.	Ability to write short descriptive or factual texts in the second language; ability to master the vocabulary and grammar in order to process explicit information dealing with work-related topics.	Ability to write descriptions and give explanations on a variety of formal and informal work-related situations; ability to write texts in which ideas are elaborated and presented in a coherent manner, using vocabulary, grammar and spelling that is generally appropriate and that requires few corrections.

READING

Level A	Level B	Level C
Ability to understand texts dealing with topics of a limited scope; ability to have a good understanding of very simple texts and capturing the general idea of texts dealing with common topics; ability to understand and identify simple information (dates, numbers and names) within more complex texts in order to accomplish routine work-related tasks.	Ability to understand most descriptive or factual texts dealing with work-related topics; ability to capture the main idea of most work-related texts, find specific information and distinguish main ideas from secondary ideas.	Ability to understand texts dealing with a variety of work-related topics; ability to understand most complex details, inferences and fine points of meaning; ability to read specialized and less well-known material with a good understanding of it.

**ORAL PROFICIENCY – PERFORMANCE CHARACTERISTICS**

Level	A	B	C
Ability to maintain a conversation	Can maintain an exchange of simple questions and answers	Can maintain an informal conversation on concrete topics.	Can participate effectively in discussions on a wide range of topics.
	Can produce new sentences (instead of repeating sentences learned).	Can paraphrase when he or she does not know the exact word.	Can handle topics with ease.
Ease in using the language	Can speak slowly.	Expresses himself or herself with some spontaneity	Expresses himself or herself at a natural pace
	Sometimes hesitates when using simple sentences.	Sometimes hesitates when using complex sentences.	Rarely hesitates, except when finding ideas.
Clarity of the message being communicated	Has basic vocabulary for routine aspects of the work	Has specific vocabulary for less routine aspects of the work.	Has a very specific vocabulary that allows him or her to deliver an accurate message.
	Can discuss facts in the present.	Can situate facts and events in time (has a good grasp of time for simple verbs).	Can link sequences of facts or events in time (has solid grasp of complex verb forms).
	Can link words to create simple sentences.	Can link sentences together within longer passages.	Can link sentences effectively to communicate complex ideas.
	Can ask to have questions repeated or rephrased.	Has little difficulty understanding the evaluator.	Can interpret the evaluator adequately and without effort.



ANNEX "B" BASIS OF PAYMENT

The Offeror will be paid in accordance with the following Pricing Schedule for Work and services in accordance with **Annex "A"** - Statement of Work, performed pursuant to the Contract(s) resulting from the issuance of call-up (s) and to the satisfaction of the Technical Authority.

1. Teaching

Including preparation time, pedagogical supervision/course administration, tutoring, Second Language Evaluation (SLE) Preparation Interviews - Oral Interaction, tests and reports and all other costs and services required to deliver the Work.)

The Offeror will be paid in **US Dollars** the following **firm all-inclusive hourly rate(s)** (GST/HST applicable taxes extra if applicable):

1.1 INDIVIDUALIZED COURSE – FRENCH TRAINING SERVICES (one on one)

Teaching (DND premises in Tyndall, FL)	Firm all-inclusive hourly rate (US\$) Initial 1 & 2 Period (Contract award to March 31, 2019)	Firm all-inclusive hourly rate (US\$) Option Period Year 1 (April 1, 2019 to March 31, 2020)	Firm all-inclusive hourly rate (US\$) Option Period Year 2 (April 1, 2020 to March 31, 2021)
Individualized Course	US\$	US\$	US\$

1.2 GROUP COURSE – FRENCH TRAINING SERVICES (between minimum two (2) and maximum six (6) students.

Teaching (DND premises in Tyndall, FL)	Firm all-inclusive hourly rate (US\$) Initial 1 & 2 Period (Contract award to March 31, 2019)	Firm all-inclusive hourly rate (US\$) Option Period Year 1 (April 1, 2019 to March 31, 2020)	Firm all-inclusive hourly rate (US\$) Option Period Year 2 (April 1, 2020 to March 31, 2021)
Group Course	US\$	US\$	US\$

2. Cancellation Fees

In accordance with article 7.9 of Part 7 of the Standing Offer - Cancellation and Postponement of Training - Prior to Commencement of Training - if the Contractor is not given at least 24 hours' notice of the cancellation of the training, the Contractor shall be paid for the hours scheduled, in accordance with the Basis of Payment. No costs or other manner of compensation shall be payable.



National Defence

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ANNEX "C" SECURITY REQUIREMENTS CHECKLIST

DEC 22 2016



Government of Canada /
Gouvernement du Canada

Contract Number / Numéro du contrat
W6369-17-A009
Security Classification / Classification de sécurité
UNCLAS

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

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
Department of National Defence		Canadian Forces Language School	
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			
To provide French or English as a Second Language Training in Colorado Springs.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non	<input 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
5. Indicate the type of access required / Indiquer le type d'accès requis			
5. 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
5. 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
5. 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"/>	No release restrictions / Aucune restriction relative à la diffusion <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 :	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 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 <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>	
TOP SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>	
TRÈS SECRET <input type="checkbox"/>		TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>	
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLAS





Contract Number / Numéro du contrat W6369-17-A009
Security Classification / Classification de sécurité UNCLAS

PARTIE 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?
Short Time(s) of material / Titre(s) abrégé(s) du matériel: No / Non Yes / Oui
Document Number / Numéro du document:

PARTIE B - PERSONNEL / PARTIE B - PERSONNEL

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

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMES			

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?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PARTIE 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



Contract Number / Numéro du contrat W6369-17-A009
Security Classification / Classification de sécurité UNCLAS

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				CONSEC						
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / Très SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	ASDND TOP SECRET / SECRET / TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
											A	B	C				
Information / Assets / Renseignements / Données / Production			<input checked="" type="checkbox"/>														
IT Area / Services IT / Les Services			<input checked="" 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 « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



National Defence

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ANNEX “D” ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)



ANNEX “E” PERIODIC USAGE REPORT

SO Number	Supplier's Name	Supplier's Contact Info	Reporting Period (Quarter) (Q1-Q2-Q3-Q4)	Call Up Details			Comments
				Total # of Orders for the Reporting Period (Month)	Total \$ Value of Orders For the Reporting Period (incl GST/HST)	Total # of Orders for the FY to Date	
				Total \$ Value of Orders for the Reporting Period (incl GST/HST)	Total # of Orders for the FY to Date	Total \$ Value of Orders for the FY to Date (incl GST/HST)	
				Total # of Orders for the Reporting Period (Month)	Total \$ Value of Orders For the Reporting Period (incl GST/HST)	Total # of Orders for the FY to Date	



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ANNEX "F" THE PWGSC-TPSGC 942 CALL-UP AGAINST STANDING OFFERS



Public Works and Government
Services Canada

Travaux publics et Services
gouvernementaux Canada

**Call-up Against a Standing Offer
Commande subséquente à une offre à commandes**

Ship to - Expéditeur à	Consignee Code Code destinataire
	Postal Code Code postal
Supplier - Fournisseur	Procurement Business No. (PBN) Numéro d'entreprise - approvisionnements (NEA)

To the supplier: The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.

Au fournisseur: L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.

Security: The call-up includes security provisions.
Sécurité : La demande comprend des exigences en matière de sécurité.

NO YES If YES, attach a SRCL to the call-up
 NON OUI Si OUI, joindre une LVERS à la demande

Invoices must be sent in accordance with - Les factures doivent être envoyées selon :

The detailed instructions in the standing offer The address shown in the "Ship to" block Special instructions below
 Les instructions détaillées dans l'offre à commandes L'adresse indiquée dans la case « Expéditeur à » Les instructions particulières ci-dessous

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers.

Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.

Standing Offer No. - N° de l'offre à commandes	Requisition No. - N° de demande Order Off. - Bur. dem. YY-AA Serial No. - N° de série	Client Reference No. (optional) N° de référence du client (facultatif)
--	--	---

The representative of the Identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement.
Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.

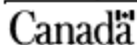
Amendment No. N° de modification	Previous Value (\$) Valeur précédente (\$)	Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised Total des dépenses estimatives ou révisées
-------------------------------------	---	---	---

Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of I. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)

Special instructions - instructions particulières **Total**

For further information, call - Pour renseignements supplémentaires, contactez		Delivery required by - Livraison requise le (YYYY-MM-DD) (AAAA-MM-JJ)
Name - Nom	Telephone No. - N° de téléphone	

For internal purposes only - Pour usage interne seulement		Approved for the Minister - Approuvé pour le Ministre	
Pursuant to subsection 32(1) of the Financial Administration Act, funds are available. En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.		Signature (Mandatory - Obligatoire)	Date (YYYY-MM-DD - AAAA-MM-JJ)



PWGSC-TPSGC 942 (01/2014)