

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: 17 July 2017

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT / DOCUMENT CONTIENT DES
EXIGENCES RELATIVES À LA SÉCURITÉ

Title/Titre	Solicitation No – N° de l'invitation
SO-FRENCH LANG TRAINING -	
	14/0000 47 4040
ROME, NY, USA	W6369-17-A010
Date of Solicitation - Date de l'inv	itation
2017-06-21	
2017-00-21	
Address Enquiries to – Adresser to	outes questions a
Name: Natalie Provost	
E-mail: Natalie.Provost@forces	s.gc.ca
Telephone No. – N° de	FAX No – N° de fax
téléphone	1700 II do lax
· ·	
819-939-8506	
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	n sociale et adresse du fournisseur
	to sign on behalf of vendor (type or autorisée à signer au nom du fournisseur
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.

# 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 the Canadian Detachment Eastern Air Defence Sector in Rome, NY, 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 the Crown's discretion.

1.2.3 The requirement is subject to the provisions of 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 <a href="Industrial Security Program (ISP)">Industrial Security Program (ISP)</a> 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2006</u> (2016-04-04) 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



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

# 2.3.2 Former Public Servant in Receipt of a Pension

Aς	per the above	definitions	is the	Offeror a	FPS in	receipt of	a nension?
7.3	per the above	acininions,	13 1110	Oncide a		1 CCCIPI OI	a periorii:

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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts.</u>

# 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;

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.



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# 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 <u>firm all-inclusive</u> <u>hourly rate(s)</u> (GST/HST applicable taxes extra if applicable):

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

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

1.3 Option Period 2 (date to date)

French Training Services	Ratio Level or	All-Inclusive Fixed	Cost (A $x B = C$ )
Course Type	Effort (A)	Hourly Rate (B)	
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



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#### 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 (2016-01-28), 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 foreignbased 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 Canadianbased 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.



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# **ATTACHMENT 1 TO PART 4 TECHNICAL CRITERIA**

#	MANDATORY TECHNICAL CRITERION	MET	NOT MET	PROPOSAL REFERENCE
M1.	The Offeror must provide a <u>business office address</u> within 50 km of the following address. Location must be accepted in writing by the Technical Authority prior to the beginning of the course.  Canadian Detachment Eastern Air Defence Sector 366 Otis Street Rome, NY 13441-4812 USA  Address to be verified using Search Engines, such as but not limited to Google Maps, MapQuest.			
M2.	The Offeror must clearly demonstrate that each proposed teaching resources has a Canadian or American 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.  *The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <a href="http://www.cicic.ca/indexe.stm">http://www.cicic.ca/indexe.stm</a> The Offeror must provide a copy of the Degree(s) at the time of bid submission.			
M3.	<ul> <li>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 adults (excluding high school students), since January 2009. The teaching experience can be in a group and/or individualized setting.</li> <li>For each proposed resource, the Offeror must provide details of the said experience, including: <ul> <li>Name and description of the French training/course(s); and</li> <li>The period during which the experience was acquired, presented in the following way: (from-to dates; month and year); and</li> <li>The number of completed hours of teaching experience delivering French as a second language training/courses to adults since January 2009; and</li> <li>Submit resumes for the two (2) proposed resources demonstrating that each meets the minimum mandatory</li> </ul> </li></ul>			



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



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#### 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 <u>Ineligibility and Suspension Policy</u> (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 <u>Ineligibility and Suspension Policy</u> (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 <a href="Employment and Social Development Canada-Labour's">Employment and Social Development Canada-Labour's</a> website <a href="http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_contractor\_p">http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_contractor\_p</a> rogram.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:
  - the Offeror must hold a valid organization security clearance as indicated in Part 7A -Standing Offer;
  - 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.
- For additional information on security requirements, Offerors should refer to the <u>Industrial</u> <u>Security Program (ISP)</u> 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.
  - 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.**
  - 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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:



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"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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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:	
F-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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.



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#### 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;
- 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).



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#### 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of <code>[insert at issuance of SO]</code> (*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 <u>2005</u> (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 callup 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> 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

#### 7.5.3 Method of Payment



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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 with invoice submission, 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 <u>B9028C</u> (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 the Canadian Detachment Eastern Air Defence Sector in Rome, NY, 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 Canadian Detachment Eastern Air Defence Sector in Rome, NY.

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

#### 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.



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# 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	30 hours a week for three (3) or four (4) weeks	90 hours
			Group Part-time two (2) to four (4) hours/week; or		
			Full-time – 3 weeks of 30 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

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There are		5.1	5.2	5.3	5.4	5.5
(5) types of training:	of SL	Course with a single Progress Level (PL)	Specific Skill Course	Retention Language Services Course	Preparation to the SL Evaluation Services	CBC Reacquisition Courses
Objective Writing	in	Level A or B	Level A or B	Level A, B or C	Level B	Level B
Number of students	f	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		✓ The cor met.	nmunicative appro	oach must be used	and the students' i	needs must be
Document tion provid to the contractor CFLS	led	<ul> <li>✓ Educational material</li> <li>✓ Canadian Armed Forces French Curriculum (CAFFC)</li> <li>✓ Templates</li> <li>✓ Training Plan</li> </ul>				
Deliverable be produce and submi	ed	See notes below for details	See notes below for details	See notes below for details	See notes below for details	See notes below for details
by the contractor CFLS Prog Manager f approval	gram	(1) (3) (5) (6)	(2) (3) (5) (6)	(2) (4) (5) (6)	(2) (3) (5) (6)	(2) (3) (5) (6)
5.6	Task	and Deliverab	les	l l		
(1)	A wee	ekly plan describi han 11:59 pm, Ease may be, on th	ng upcoming activ astern Standard T ie Sunday prior to	rities must be provi ime (EST) or Easte the upcoming wee	ern Daylight Time (l k.	EDT), whichever
(2)	A course plan must be developed and be provided to the Technical Authority, and should take into account the following:  ✓ Current level of the student;  ✓ Overall training objective;				and should take	
		Functional cor				
(3)	√ Once			the Training Plan /	A-P3-050-SLT/PH-	H01 (French), a
	progre than (	ess report / cours	e report (CF 377) rking days after th	must be submitted ne training is compl	to the Technical A	uthority no later
(4)	Once	the training is ov	er, a retention lan	guage report must or the training is cor		



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There are (5) types 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
	taugh	t.				
(5)	A mo	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 of		us report on trainin	g			

# 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

The work will take place at DND facilities at the Canadian Detachment Joint Eastern Air Defence Sector in Rome, NY, USA.

All travel and living expenses incurred in support of this training requirement are the sole responsibility of the Offeror, including but not limited to the transport to and from the address at article 7.1. Canada will not cover any expenses in support of the Standing Offer (SO).



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#### 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.



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# 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.



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# **ORAL PROFICIENCY - PERFORMANCE CHARACTERISTICS**

Level	Α	В	С
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.



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#### 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 <u>firm all-inclusive hourly rate(s)</u> (GST/HST applicable taxes extra if applicable):

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

Teaching (DND	Firm all- inclusive hourly rate (US\$)	Firm all- inclusive hourly rate (US\$)	Firm all- inclusive hourly rate (US\$)
premises in Tyndall, FL)	Initial 1 & 2 Period (Contract award to March 31, 2019)	Option Period Year 1 (April 1, 2019 to March 31, 2020)	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\$)	Firm all- inclusive hourly rate (US\$)	Firm all- inclusive hourly rate (US\$)
• , ,	Initial 1 & 2 Period (Contract award to March 31, 2019)	Option Period Year 1 (April 1, 2019 to March 31, 2020)	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 <u>24 hours'</u> 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.



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# ANNEX "C" SECURITY REQUIREMENTS CHECKLIST

DEC 2 2 2016

of Canada du Canad	ment	Contract Number / Numéro du contrat		
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		Security Classification / Classification de sécurity UNCLAS	unte	
	SECURITY REQUIREMENTS CHECK	LIET (EDCL)		
LISTE DE VÉ	RIFICATION DES EXIGENCES RELATIV		-	_
ART A - CONTRACT INFORMATION / PAR	TIE A - INFORMATION CONTRACTUELLE anization / Department of National Defence	2. Branch or Directorate / Direction générale	ou Direction	-
Ministère ou organisme gouvernemental d'o	origine	Canadian Forces Language School		
a) Subcontract Number / Numéro du contrat	de sous-traitance 3. b) Name and Addre	ess of Subcontractor / Nom et adresse du sous-	traitant	
Brief Description of Work / Brève description	du travail			
To provide French or English as a S	econd Language Training in Rome,NY.			
a) Will the supplier require access to Contro Le fournisseur aura-t-il accès à des march	lled Goods?	T.	No Non	1 Y
	sified military technical data subject to the provise	ions of the Technical Data Control	Won _	TY
Regulations?			Non L	10
sur le contrôle des données techniques?	ées techniques militaires non classifiées qui sont	assujetties aux dispositions du Réglement		
Indicate the type of access required / Indiqu			- All Engine	
a) Will the supplier and its employees require	e access to PROTECTED and/or CLASSIFIED in	nformation or assets?	No No	Y
(Specify the level of access using the char	ront-ils accès à des renseignements ou à des bie rt in Question 7. c)	ens PROTEGES evou CLASSIFIES?	□ Non □	10
(Préciser le niveau d'accès en utilisant le	tableau qui se trouve à la question 7. c)			5
PROTECTED and/or CLASSIFIED Inform	cleaners, maintenance personnel) require access lation or assets is permitted.	IV	No Non	Y
Le fournisseur et ses employés (p. ex. net	tloyeurs, personnel d'entretien) auront-ils accès OTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	à des zones d'accès restreintes? L'accès		
a des renaeignements de a des biens FN	OTEGES evou CLASSIFIES IT est pas autonse.			
<ul> <li>c) Is this a commercial courier or delivery rec</li> </ul>	quirement with no overnight storage?		No I	Y
<ul> <li>c) Is this a commercial courier or delivery rec S'agit-il d'un contrat de messagerie ou de</li> </ul>	livralson commerciale sans entreposage de nui	17	Non	Ye
c) is this a commercial courier or delivery rec S'agil-il d'un contrat de messagerie ou de a) Indicate the type of information that the su	livraison commerciale sans entreposage de nui applier will be required to access / Indiquer le typ	17	Non	
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Government of Canada

Gouvernement du Canada Contract Number / Numéro du contrat
W6369-17-A010
Security Classification / Classification de sécurité
UNCLAS

		STATE AND THE STATE OF THE STAT	AND DESCRIPTION OF THE PARTY OF	A STATE OF THE PARTY OF THE PAR	
8. Will the sup	tinued) / PARTIE A (suite) phier require access to PROTECTE	D and/or CLASSIFIED COMSEC	information or assets?		No Yes
If Yes, Indic	eur aura-t-il accès à des renseignen cate the level of sensitivity:		ésignés PROTÉGÉS et/ou CLAS	SIFIÉS?	Non LOui
9. Will the sup	mative, indiquer le niveau de sensible pplier require access to extremely se	lite : insitive INFOSEC information or a	issets?		No Yes
Le fournisse	eur aura-t-il accès à des renseignen	nents ou à des biens INFOSEC de	e nature extrêmement délicate?		Non Oui
	s) of material / Titre(s) abrégé(s) du Number / Numéro du document :	matériel :			
ART B - PEF	RSONNEL (SUPPLIER) / PARTIE E	- PERSONNEL (FOURNISSEU	R)	TO THE LABOR TO	DOMESTIC OF THE OWNER.
0. a) Personr	nel security screening level required	/ Níveau de contrôle de la sécurit	è du personnel requis	7	
V	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL	SECRET	TOP SEC TRÈS SE	
	TOP SECRET- SIGINT TRES SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET		TOP SECRET
	SITE ACCESS ACCES AUX EMPLACEMENTS				
	Special comments: Commentaires spéciaux :				
	NOTE: If multiple levels of screening REMARQUE: SI plusieurs niveau	x de contrôle de sécurité sont req	cation Guide must be provided. uis, un guide de classification de	la sécurité doit être	fourti.
	screened personnel be used for port onnel sans autorisation sécuritaire p	ions of the work?			No Yes
	vill unscreened personnel be escorte	Contract Charles and Contract	iu travair?		Non Oui
Dans l'a	ffirmative, le personnel en question	sera-t-il escorté?			Non Oui
ART C - SAF	EGUARDS (SUPPLIER) / PARTIE	C - MESURES DE PROTECTION	(EDUBNISSEUR)	NILVATION OF THE OWNER.	
	ON / ASSETS / RENSEIGNEME				Name and Address of the Owner, where the Owner, which is the Owner, where the Owner, which is
1 a) Will the	supplies he required to section and	DECTECTED			
premise	supplier be required to receive and s?	Store PROTECTED and/or CLAS	SIFIED information or assets on	its site or	Non Non Oui
Le foum	Isseur sera-t-il tenu de recevoir et d	entreposer sur place des renseig	nements ou des biens PROTÈG	ÉS et/ou	
1. b) Will the : Le fourn	supplier be required to safeguard Cl isseur sera-t-il tenu de protéger des	OMSEC information or assets?	DMSEC?		No Yes
PRODUCTIO			-		I Non Cour
MODUCIIO	••				
1. c) Will the p	roduction (manufacture, and/or repair	and/or modification) of PROTECT	ED and/or CLASSIFIED material	or equipment	No TYes
	the supplier's site or premises? Italions du fournisseur serviront-elles	à la production (fabrication et/ou ré	position offer modification) do m	nisial PROTECE	Non Oui
et/ou CL	ASSIFIÉ?	a la production (labrication evou re	parauon evou modification) de ma	atener PROTEGE	
INFORMATIO	N TECHNOLOGY (IT) MEDIA / S	UPPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMATION (T	1)	-
d) Will the e	upplier be required to use its IT system	ne to electrosically among	TO OUT STORY DECOTED	ASSISTED	No Tarres
information	on or data?				Non VOul
Le fournit renseign	sseur sera-l-il lenu d'utiliser ses propr ements ou des données PROTÉGÉS	es systèmes informatiques pour tra et/ou CLASSIFIÉS?	aller, produire ou stocker électroni	quement des	
Disposer	be an electronic link between the sup a-t-on d'un lien électronique entre le s mentale?	pplier's IT systems and the governme système informatique du fournisseu	nent department or agency? Ir et celui du ministère ou de l'age	nce	No Yes Non Oui
				4	
TBS/SCT 350	)-103(2004/12)	Security Classification / Clas	sification de sécurité		
		UNCLAS			Canada



Défense nationale

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\$50.0	1484	bes
688	staller.	
820	100	

Government of Canada

Gouvernement du Canada Contract Number / Numéro du contrat W6369-17-A010

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(les) 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 dans le tableau récapitulatif. SUMMARY CHART / TABLEAU RÉCAPITULATIF Catagory PROTECTED CLASSIFIED NATO COMSEC TOP SECRET NATO RESTRICTED NATO NATO SECRE TOP 8 CONFIDENTIAL TOP SECRET COSMIC TRES SECRET CONFIDENTIEL NATO DIFFUSION RESTREINTE TRES SECRET NATO TRES SECRET 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 If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifier 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? Non Non 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, 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 p

TBS/SCT 350-103(2004/12)

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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)



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

# ANNEX "E" PERIODIC USA<u>GE RE</u>PORT

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



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

<b> +</b>	Public Works and Gove Services Canada	rnment	Travaux publics gouvernementa							
Ship to -	Expédier à		Consignee C Code destina		To the supplier: The standing offer to are required to supply the goods or ser			dentified below is accepted as follows: You vices, or both, shown below at the prices or rdance with the other conditions stated in		
		Postal Code Code postal		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.						
									ssous est acceptée seion ou les services, ou les deux.	
Supplier - Fournisseur  Procurement Business No.				iness No.	<ul> <li>les modalités sulvantes: 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.</li> <li>Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes</li> </ul>					
			(PBN) Numéro d'entre		seront fournis dans la commande subséquente à l'offre à commandes. Seourity: The oall-up includes seourity provisions.					
			approvisionneme	ma (NEA)	Séourité : La demande comprend des exigences en matière de sécurité.  NO YES If YES, attach a SRCL to the call-up					
le selece		1 6	and delivery they are		NON OUI SI OUI, joindre une LVERS à la demande					
invoices	must be sent in accordance with The detailed instructions in th	e standing	offer	The ad	dress shown in the				tructions below	
Each shi	Les instructions détaillées da ipment must be accompanied by				se indiquée dans la of lading and packi			(s) - Code financier	tions particulières ci-dessous	
must sho	ow the following reference numb	iers.						,,,		
Chaque connaiss	expédition doit être accompagn ements et bordereaux d'embail	ée d'un bo lage doive	ordereau d'emballage nt tous porter les nu	e ou de livrais méros de réfé	on. Les factures, rence sulvants.					
Standing	Offer No Nº de l'offre à comm	andes	Req Order, Off, - Bur, de		Nº de demande A. Serial No Nº (	de série		ce No. (optional) e du client (faculta)	tif)	
with the Le repré	The representative of the identified User signing the oali-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 subséquents doit indiquer son adresse municipale, qui constituers l'adresse la plus associée à l'approvisionnement et qui déterminera, le casé chéant, le lieu d'approvisionnement pour cette commande.									
				.,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
	Amendment No. Previous Value (\$) Nº de modification Valeur précédente (\$)			Value of increase or decrease (\$)  Valeur de l'augmentation ou diminution (\$)  Total des dépenses estimatives ou révisées						
item No. Nº de l'article			ck No. / Item Descrip de l'OTAN / Descript			U. of I. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calcule (\$)	
Special in	istructions - Instructions p <b>art</b> icul	lières						Tot	al	
	For further inform	nation, ca	II - Pour renseign	ements supp	lémentaires, conta	oter			by - Livraison requise le	
Name - Nom Telephone No Nº de téléphone							téléphone	(YYYY-MM-DD)	(AAAA-MM-JJ)	
For Internal purposes only - Pour usage Interne seulement Approved for the Minister - Approuvé pour le Ministre										
En vertu	it to subsection 32(1) of the Fini du paragraphe 32(1) de la Lo/ ont disponibles.		£.							
Signature (Mandatory - Obligatoire) Date (YYY-484-DD - AAA-AMI-JJ					b 8	Signature (Mandatory - Obligatoire) Date (YYY-MA-DD - AAA-MA-J.			Date (YYY-MA-DD - AAAA-MA-JJ)	
Car	nadä							P	WG9C-TP8GC 942 (01/2014)	