



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’OFFRES À COMMANDES

RETURN OFFERS TO: RETOURNER LES OFFRES À :

National Defence Headquarters
Director Services Contracting 4 (D Svcs C 4)
Attention: Ryan Wong
By e-mail to
DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca

Title – Titre Transcription Services	Solicitation No. – N° de l’invitation W6369-20-X022
Date of Solicitation – Date de l’invitation 27 January 2021	
Address Enquiries to: – Adresser toutes questions à : Ryan Wong by e-mail to Ryan.Wong@forces.gc.ca	
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Canada, as represented by the Minister of National Defence, hereby requests a Standing Offer.

Le Canada, représenté par le ministre de la Défense nationale, demande par la présente, une offre à commandes.

Comments – Commentaires
THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.

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.

<p>Solicitation Closes – L’invitation prend fin</p> <p>At: – à : 02:00 PM Eastern Standard Time (EST)</p> <p>On: – le : 08 March 2021</p>
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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, the Security Requirements Check List (SRCL), the Non-Disclosure Agreement, and the PWGSC-TPSGC – 942 - Call-up Against a Standing Offer.

1.2 Summary

- 1.2.1 The Department of National Defence (DND) has a requirement to establish a National Individual Standing Offer Arrangement (NISO) for Transcription Services for the Director Special Examinations and Investigations (DSEI) and the Administrative Investigation Support Centre (AISC).
- 1.2.2 The period of the resulting Standing Offer will be from the date of award to one (1) year later with the ability to extend the terms of the Standing Offer for up to four (4) additional one-year options periods under the same terms and conditions.
- 1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-GPA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoFTA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canada-Ukraine Free Trade Agreement (CUFTA), the

Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.

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 [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-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.

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** (2020-05-28) 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:

- (a) Section 02, Procurement Business Number, is deleted in its entirety.
- (b) In section 05, Submission of offers, subsection 2.d is deleted in its entirety and replaced with the following:
 - 1. send its bid only to the Department of National Defence organization receiving the bid as specified on page 1 of the bid solicitation;
- (c) In section 05, Submission of Offers, subsection 4 is deleted in its entirety and replaced with the following:
 - Delete: 60 days
 - Insert: 180 days

-
- (d) Section 07, Delayed offers, is deleted in its entirety and replaced with the following:

07 Delayed Offers

It is the Offeror's responsibility to ensure that its entire submission has been received. Misrouting or other e-mail delivery issues resulting in the late submission of offers are not acceptable reasons for the offer to be accepted by the Department of National Defence.

- (e) In section 08, Transmission by facsimile or by epost Connect, subsections 1.a and 2 are deleted in their entirety.
- (f) Section 13, Communications – solicitation period, is deleted in its entirety and replaced with the following:

13 Communications – solicitation period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only as indicated on page 1 of the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

Canada will send all significant enquiries received and their replies directly to invited suppliers by e-mail. For further information, consult subsection 3 of the Submission of bids section.

- (g) In section 20, Further information, subsection 2 is deleted in its entirety.

2.2 Submission of Offers

Offers must be submitted only to the Standing Offer Authority at the electronic address identified by the date, time and place indicated on page 1 of the solicitation.

Electronic Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Offeror or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Offeror's responsibility to ensure that their entire submission has been received. Offerors should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, Offerors are requested to allow sufficient time before the closing date and time to confirm receipt. Technical and financial documents submitted 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.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension?

Yes () No ()

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

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

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

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Offeror must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;

- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks; and
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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 ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

2.6 Basis for Canada's Ownership of the Intellectual Property (IP)

Canada has determined that any Material subject to copyright arising from the performance of the Work under the Contract will belong to Canada, as per Appendix A of the [Treasury Board Policy 'Title to Intellectual Property Arising Under Crown Procurement'](http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html) (<http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html>). Examples of such Material (as such is defined in General Conditions 2035) include the deliverables identified in Section 4. Task Details and Deliverables of Annex A – Statement of Work.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Due to the nature of the RFSO, offers transmitted by epost Connect service and by facsimile will not be accepted.

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

Section I: Technical Offer (one soft copy)

Section II: Financial Offer (one soft copy)

Section III: Certifications (one soft copy)

Section IV: Additional Information (one soft copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, Offerors should:

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment and Part 4 – Evaluation Procedures and Basis of Selection.

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

3.1.3 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.3.1 As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

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

3.1.3.2 The Company Security Officer must ensure through the [Contract Security Program](#) 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.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the technical evaluation criteria.
- (b) 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 Criteria	Met / Not Met	Offer Preparation Instructions
MT1	The Offeror must clearly demonstrate that it has a transcript validation process that will be applied before returning the transcripts to the Client/Technical Authority. The Offeror must provide a detailed description of its validation process.		In its offer, the Offeror must submit a detailed description of its transcript validation process, which must clearly describe how recordings are authenticated to ensure accurate transcription.
MT2	The Offeror must clearly demonstrate it has a minimum of one (1) year of experience within the last two (2) years transcribing digital voice recordings in WMA or WAV format.		In its offer, the Offeror must provide complete details as to where, when (month and year) and how (through which activities/responsibilities), the stated qualifications/experience were obtained.
MT3	The Offeror must clearly demonstrate that it has a minimum of one (1) year of experience within the last two (2) years providing transcription services in both English and French.		In its offer, the Offeror must provide complete details as to where, when (month and year) and how (through which activities/responsibilities), the

			stated qualifications/experience were obtained.
MT4	<p>The Offeror must clearly demonstrate all of the following capabilities:</p> <ul style="list-style-type: none"> - The capability to complete a minimum of 10 projects per year; - The capability to provide a minimum of 3 transcribers per project; and - The capability to transcribe a minimum of 43,750 pages per year. <p>*For the purpose of the evaluation, a project is defined as transcribing 5-10 interviews that are an hour long each (between 5 to 10 hours of interviews in total).</p>		<p>In its offer, the Offeror must provide all of the following:</p> <ul style="list-style-type: none"> - The number of projects that were completed in the past year, as well as a description that demonstrates that each identified project meets the definition of “project” as defined in MT4; - The number of transcribers currently available; and - Written confirmation that the Offeror is capable of providing transcription services of at least 43,750 pages per year.

1. 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 custom 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.

2. 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, will be applied as a conversion factor to the offers submitted in foreign currency.

3. 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.

4. For the purpose of this 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.

4.2 Basis of Selection

4.2.1 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.

4.3 Selection Methodology

4.3.1 Only one Standing Offer, if awarded, will be awarded to the compliant Offeror that delivers quality services and experience at the Best Value to the Crown. Best Value to the Crown is defined as the Lowest Cost Compliant Offer.

4.3.2 For the purposes of evaluation only, the aggregate rates of each rate provided in Annex B, Basis of Payment will be multiplied by the following weighting factor and the aggregate of these weighted rates will be used to determine the lowest cost.

Description	Weighting Factor
One (1) business day turnaround	10%
Two (2) business day turnaround	20%
Five (5) business days turnaround	70%

For example:

One (1) Business day turnaround time:

Initial contract = \$\$\$ X 10% = \$\$\$
First option year = \$\$\$ X 10% = \$\$\$
Second option year = \$\$\$ X 10% = \$\$\$
Third option year = \$\$\$ X 10% = \$\$\$
Forth option year = \$\$\$ X 10% = \$\$\$ = \$\$\$

Two (2) Business days turnaround time:

Initial contract = \$\$\$ X 20% = \$\$\$
First option year = \$\$\$ X 20% = \$\$\$
Second option year = \$\$\$ X 20% = \$\$\$
Third option year = \$\$\$ X 20% = \$\$\$
Forth option year = \$\$\$ X 20% = \$\$\$ = \$\$\$

Five (5) business days turnaround time:

Initial contract = \$\$\$ X 70% = \$\$\$
First option year = \$\$\$ X 70% = \$\$\$
Second option year = \$\$\$ X 70% = \$\$\$
Third option year = \$\$\$ X 70% = \$\$\$
Forth option year = \$\$\$ X 70% = \$\$\$ = \$\$\$

Total = \$\$\$ (Evaluated Price)

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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real property agreement of 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

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 [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

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 the Contract Security Program) apply and form part of the Standing Offer.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. W6369-20-X022

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, with approved Document Safeguarding at the level of SECRET, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CSP, PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive CLASSIFIED/PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of SECRET.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, 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 Offeror's Sites or Premises Requiring Safeguarding

7.2.2.1 Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and proposed individuals' sites or premises for the following addresses:

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

7.2.2.2 The Company Security Officer must ensure through the [Contract Security Program](#) 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

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer with the following modifications:

- (a) In section 01, Interpretation, the definition of "Canada", "Crown", "Her Majesty" or "the Government" is amended as follows:

Delete: Minister of Public Works and Government Services
Insert: Minister of National Defence

7.3.2 Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

7.3.3 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled "Statement of Work". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must 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:

first quarter: April 1 to June 30
second quarter: July 1 to September 30
third quarter: October 1 to December 31
fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than thirty (30) 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 and providing services against the Standing Offer is from the date of award to one (1) year later **end date to be specified in the resulting standing offer**.

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 four (4) additional one-year periods 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 fifteen (15) 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 for this Standing Offer is:

Name: Ryan Wong
Title and designation: Procurement Officer
Organization: Department of National Defence, Director Services Contracting 4 (D Svcs C 4)
Address: National Defence Headquarters
Attention: D Svcs C 4-3-3-2
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2
E-mail address: Ryan.Wong@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

The Technical Authority for the Standing Offer is: [to be specified in the resulting Standing Offer]

Name: [REDACTED]
Title and designation: [REDACTED]
Organization: Department of National Defence, [REDACTED]
Address: National Defence Headquarters
Attention: [REDACTED]
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2
Telephone: [REDACTED]
E-mail address: [REDACTED]

7.5.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is: [to be specified in the resulting Standing Offer]

Name: [REDACTED]
Title: [REDACTED]
Telephone: [REDACTED]

E-mail address: [REDACTED]

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 authorized to make call-ups against the Standing Offer is: [to be specified in the resulting Standing Offer]

Name: [REDACTED]
Title and designation: [REDACTED]
Organization: Department of National Defence
Administrative Investigation Support Centre.
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2
Telephone: [REDACTED]
Facsimile: [REDACTED]
E-mail address: [REDACTED]

7.8 Call-up Procedures

- 7.8.1 Call-ups which are estimated to be valued at \$40,000.00, including Applicable Taxes, will be issued and approved by authorized Identified Users using the PWGSC-TPSGC 942 Call-up Against a Standing Offer form. A sample call up form is attached at Annex E.
- 7.8.2 All Call-ups against this Standing Offer may only be approved by the Identified Users designated as authorized to sign and approve the 942 Call-up form.
- 7.8.3 For all Call-ups from the Identified Users, the Offeror will be provided with a description of the work to be performed on a 942 Call-up form based on rates from the Offeror's proposal. Call-ups can be paper-based, hard copy versions of the 942 Call-up form OR may be sent to the Offeror via email, with the 942 Call-up form included as attachments. If Call-ups are handled by email a hard copy if the 942 form will also be printed and placed on the procurement file.
- 7.8.4 Offeror Acceptance: Upon receipt of a 942 Call-up form, the Offeror will acknowledge the 942 Call-up form. The acknowledgement can be in hard copy or by email, but must contain the following: "(Name of Offeror) has received and acknowledges Call-up No. _____ and agrees with the cost and time estimated stated in the Call-up".
- 7.8.5 In the event the Offeror does not agree with the cost or time estimate in the Call-up, the Offeror shall contact the Call-up originator (Identified User) to notify its concerns. The parties shall work together to come to an agreement. The D Svcs C Standing Offer Authority can be consulted when agreements are not forthcoming.
- 7.8.6 Upon receipt of the Call-up acknowledgement from the Offeror, the Call-up originator (Identified User) shall place the acknowledgement on the Call-up Contract file.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified Users using form *PWGSC-TPSGC 942 Call-up Against a Standing Offer*.

Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00, Applicable Taxes included. Any call-up exceeding this value must be approved by the Standing Offer Authority.

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____, Applicable Taxes excluded **[to be specified in the resulting standing offer]**, unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services of 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 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](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the supplemental general conditions, in the following order:
[4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
[4008](#) (2008-12-12), Personal Information;
- e) the general conditions [2035](#) (2020-05-28), General Conditions – Higher Complexity – Services;
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements Check List;
- i) Annex D, Non-disclosure Agreement;
- k) Annex E, PWGSC-TPSGC - 942 Call-up Against a Standing Offer; and
- l) 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.

7.14 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.

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

[2035](#) (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

[4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

[4008](#) (2008-12-12), Personal Information, 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

The Work 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

The Offeror will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex B, to a limitation of expenditure of \$_____. **[to be specified in the resulting Standing Offer]** Custom duties are included and Applicable Taxes are extra.

7.5.2 Limitation of Expenditure

Canada's total liability to the Offeror under the Standing Offer must not exceed \$_____. **[to be specified in the resulting Standing Offer]** Custom duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications, or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. When it is 75% committed, or
- b. Four months before the contract expiry date, or
- c. As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

Whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information does not increase Canada's liability.

7.5.3 SACC Manual Clauses

C0705C, (2010-01-11), Discretionary Audit, apply to and form part of the Contract.

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.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Standing Offer Authority identified under the section entitled "Authorities" of the SO.

7.7 Insurance

G1005C, (2016-01-28), Insurance - No Specific Requirement, apply to and form part of the Contract.

7.8 Defence Contract

A9006C (2012-07016), Defence Contract

Solicitation No. - N° de l'invitation
W6369-20-X022
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
0 (Original)
File No. - N° du dossier

Buyer ID - Id de l'acheteur
D Svcs C 4-3-3-2
CCC No./N° CCC - FMS No./N° VME

A9062C (2011-05-16), Canadian Forces Site Regulations

ANNEX A, STATEMENT OF WORK

1. TITLE

- 1.1 Transcription Services for the Assistant Deputy Minister (Review Services) (ADM RS), Director Special Examinations and Inquires (DSEI), and the Administrative Investigation Support Center (AISC).

2. SCOPE

2.1 Purpose

The purpose of this Standing Offer is to provide (DSEI) and (AISC) with complete transcription services from electronic media sources provided by the Crown on an "as and when" requested basis.

2.2 Background

- 2.2.1 The AISC provides support to Canadian Forces (CF) Boards of Inquiry (BOI) throughout Canada and abroad, including transcription services. The DSEI also requires transcription services on an occasional basis. Transcription may also be required to comply with Access to Information requests. Requirements for this service are usually generated on very short notice.
- 2.2.2 DSEI and the AISC historically oversee on average sixty-five (65) investigations per year that require transcription services. Statistically, the average page count for DSEI is **150** pages (approximately 25 investigations per year) and **1,000** pages for AISC (approximately 40 investigations per year) or approximately **43,750** pages per year.

2.3 Acronyms/Definitions:

<i>ADM (RS):</i>	Assistant Deputy Minister (Review Services);
<i>AISC:</i>	Administrative Investigation Support Center;
<i>BOI:</i>	Board of Inquiry: A tool to enable the Chain of Command to conduct independent, internal investigations within an administrative framework;
<i>CD ROM:</i>	Compact Disc Read-Only Memory;
<i>CF:</i>	Canadian Forces;
<i>DND:</i>	Department of National Defence;
<i>DSEI:</i>	Director Special Examinations and Investigations;
<i>DVD:</i>	Digital Video or Versatile Disc;
<i>Exhibit:</i>	A document or an object shown and identified as evidence in an investigation. Normally, it is assigned an identifying letter or number in alphabetical or numerical order before offered as evidence;
<i>MP3:</i>	Moving Picture Group – Originators of this file structure;
<i>PDF:</i>	Portable Document Format;
<i>SOW:</i>	Statement of Work;
<i>Transcript:</i>	A transcript is an official word-for-word recording of a legal or other official proceeding produced by a verbatim reporter at the time. For the purposes of this contract, the official record is the written transcript through an electronic copy;
<i>TA:</i>	Technical Authority;
<i>WAV:</i>	Waveform Audio File Format; and
<i>WMA:</i>	Windows Media Audio.

3. REQUIREMENTS

3.1 General

- 3.1.1 The Standing Offer is to provide the DSEI and the AISC with Transcription Services from standard digital media format produced by DND on an 'if and when' required basis.

3.2 Call-Up Requirement

- 3.2.1 A Call-Up under any agreement will consist of the DSEI or AISC Technical Authority providing copies of video/audio recordings of interviews requiring transcription. The Offeror will provide a hard copy transcript and an electronic copy in PDF format saved on an identified CD-ROM with associated reference number. The last page of the transcribed copy will identify the Transcriber.

3.3 Language Requirement

- 3.3.1 The Offeror must provide the Technical Authority with related transcription services verbatim in both English and/or French as requested in the approved Call-Up request.

4. TASKS DETAILS AND DELIVERABLES

4.1 Transcript Production

Produce one (1) electronic copy of transcript(s) in PDF format, fully searchable, on a CD-ROM as defined in paragraph 4.2. The Offeror must ensure that the information stored on the electronic file copy is identical to the Transcript Format and is provided in an accessible format (PDF or an alternative format approved by the Technical Authority). The Offeror must identify the CD-ROM with a red security label Classified, Confidential or Secret and the applicable reference number as specified by the Technical Authority or by the contact identified in the Call-Up against the Standing Offer.

Produce one (1) original paper copy transcript, as defined in paragraph 4.2, of interviews/testimonies from DVD or CD-ROM digital recording format.

4.2 Transcript Format

All transcriptions must meet the following specifications:

- a. The Offeror must type the transcript on white bond paper, 21.5 cm (8.5 inches) x 27.8 cm (11 inches);
- b. Be not less than 25 lines per page a minimum 225 typewritten words, with the exception of the cover, front and last page;
- c. Double spaced;
- d. New paragraphs or new speakers must be indented fifteen (15) spaces;
- e. Optimization to be set at 100%;
- f. Font to be used is Courier, 12-point;
- g. Margins to be used are:
 - (1) Top 1";
 - (2) Left 1.5";
 - (3) Bottom 1"; and
 - (4) Right 1".
- h. Names and complete addresses of witnesses called to testify must be indicated at the beginning of the transcript;
- i. Canadian spelling and grammar rules must be used;

-
- j. The date, commencement and completion times for hearings must be indicated on all transcripts;
 - k. Have a page header identifying the File Number assigned by the Technical Authority, the name of the interviewee and the date of the interview;
 - l. Have a footer identifying the page number and the total number of pages;
 - m. The commencement of each new line with a different speaker must have the speaker identified (i.e. CPL SMITH);
 - n. The Offeror must ensure that the final page of the transcript includes a signed signature block identifying the Transcriber of the interview;
 - o. A covering letter must accompany the CD-ROM with a signed statement confirming that the Transcriber certifies the accuracy of the transcript submitted on the electronic copy such as "I certify that the transcript is true and accurate to the best of my skill and ability as submitted to the Technical Authority in its original format"; and
 - p. The Offeror must ensure that each volume is hard cardboard bound and labelled with the Security Identification as specified by the Technical Authority.

4.3 CD-ROM

- 4.3.1 The Offeror must produce electronic files on CD-ROMs in PDF format of all transcripts. The Offeror must ensure that the information stored on the electronic file copy is identical to the paper copy.

4.4 Shipment

- 4.4.1 All shipments must be packaged in accordance with appropriate security standards as defined in the National Defence Security Orders and Directives and a copy of the security standards will be provided to the Offeror.

4.5 Delivery

- 4.5.1 By the delivery date and time specified in the Call-up, the Offeror must provide the materials as defined within Sections 3 to 4.4. The Offeror must confirm delivery arrangements with the Technical Authority or the contact identified in the Call-up. Where the Technical Authority approves delivery by courier, the Offeror will be reimbursed on a cost reimbursable basis supported by receipts submitted with each invoice.

4.6 Delivery Timeframes

- 4.6.1 The Offeror must provide transcription services within the following timeframes as specified in an approved Call-Up. The Technical Authority will deal directly with the Offeror so that the process outlined in this Statement of Work is efficient at all times, even for emergency requests. The following are the approved delivery timeframes:
 - a. Within one (1) business day delivery for very urgent and sensitive interviews. These submissions must only occur during weekdays not after 4pm on Fridays and not including Statutory Federal or Provincial holidays;
 - b. Within two (2) business days delivery for urgent and sensitive interviews. These submissions must only occur during weekdays not after 4pm on Fridays and not including Statutory Federal or Provincial holidays; or
 - c. Five (5) business days delivery for standard turnaround interviews.

4.6.2 The above timeframes will take effect as soon as the Offeror is in receipt of the recordings. The address of delivery may be different for each Call-up. The address of delivery and point of contact will be provided to the Offeror in the Call-Up against the Standing Offer.

5. SOURCE MEDIA

5.1 The Offeror must receive, either hand delivered or by courier digital voice recordings generally in WMA or WAV format on CD-ROM or DVD. The Boards of Inquiry (BOI) or DSEI Investigator will be responsible for providing these recordings to the Offeror. All source media/recordings remain the property of the Crown and must be returned along with the transcriptions, in accordance with the terms of the Call-up. Recordings must be created with high quality digital recorders that will eliminate a large number of inaudible words.

6. EQUIPMENT AND FACILITIES

6.1 The Offeror must provide its own photocopying equipment and facilities for transcription services.

7. VALIDATION PROCESS

7.1 The Offeror will have in place a validation process before returning transcription material back to the Technical Authority. Offerors must proof read the transcription materials prior to sending them back to the Technical Authority along with the source audio/video submission(s) so as to ensure accuracy and to eliminate as many inaudibles/indiscernibles as possible.

8. INSPECTION

8.1 The Technical Authority is the Inspection Authority. All services rendered under this Standing Offer will be subject to inspection by the Inspection Authority or the designated representative. Should any Deliverables not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Offeror before recommended payment. Any communication with the Offeror regarding the acceptability of the work performed pursuant to this Standing Offer will be undertaken by official correspondence through the Technical Authority. The individual identified in the Call-Up against the Standing Offer will notify the Offeror of any errors within five (5) working days after delivery of the materials.

9. ERRORS

9.1 The individual identified in the Call-up will review transcriptions for any errors and amend as required, with the proviso that should there be more than a 5% error in a transcript, the Offeror will be required to re-transcribe the testimony(ies) at its own expense.

9.2 Inaudibles/indiscernibles will not be included in the "5% error" caveat. However, the Offeror must ensure that any inaudibles/indiscernibles are truly so. For example, if a computer program is utilized to initially transcribe the recording and a filter program is utilized to filter background noise but affects the recording itself, it is expected that the Offeror will listen to the recording by ear if necessary, and accordingly add a typed portion to the overall transcript in order to provide as complete a record as possible.

9.3 Misspelling of a name for which an appropriate spelling was not received will not constitute an "error".

ANNEX B, BASIS OF PAYMENT

All prices are in Canadian Dollars, and exclusive of all Applicable Taxes.

If foreign currency is used, it will be converted into Canadian dollars, using exchange rates as posted by Bank of Canada at the Solicitation closing date.

The financial proposal must include a Firm, All-inclusive Rate for each item as outlined in the tables below inclusive of all costs except for courier costs.

1. INITIAL PERIOD OF THE STANDING OFFER: FROM DATE OF STANDING OFFER AWARD TO ONE YEAR LATER [date to be specified in the resulting standing offer]

During the initial period of the Standing Offer, the Offeror will be paid, a sum not to exceed \$_____ for all transcription services [amount to be inserted in the resulting Standing offer] in accordance with the following firm rates for work performed pursuant to any SO resulting from a Call-up against the Standing Offer. Applicable Taxes are extra.

Description	Firm, All-inclusive Rate
One (1) business day turnaround	Per page = \$
Two (2) business days turnaround	Per page = \$
Five (5) business days turnaround	Per page = \$

2. OPTION TO EXTEND THE TERM OF THE STANDING OFFER

This section is only applicable if the option to extend the Standing Offer is exercised by Canada. During the extended period of the Standing Offer specified below, the Offeror will be paid as specified below to perform all the Work in relation to the Standing Offer extension.

2.1 EXTENDED SO OPTION PERIOD 1: FROM THE END OF THE INITIAL PERIOD OF THE STANDING OFFER TO ONE YEAR LATER [date to be specified in the resulting standing offer]

During the extended SO Option Period 1 of the Standing Offer, the Offeror will be paid, a sum not to exceed \$_____ for transcription services [amount to be inserted in the resulting Standing Offer] in accordance with the following firm rates for work performed pursuant to any Contract resulting from a call-up against the Standing Offer. Applicable Taxes are extra.

Description	Firm, All-inclusive Rate
One (1) business day turnaround	Per page = \$
Two (2) business days turnaround	Per page = \$
Five (5) business days turnaround	Per page = \$

2.2 EXTENDED SO OPTION PERIOD 2: FROM THE END OF EXTENDED SO OPTION PERIOD 1 TO ONE YEAR LATER [date to be specified in the resulting standing offer]

During the extended SO Option Period 2 of the Standing Offer, the Offeror will be paid, a sum not to exceed \$_____ for transcription services [amount to be inserted in the resulting Standing Offer], in

accordance with the following firm rates for work performed pursuant to any Contract resulting from a call-up against the Standing Offer. Applicable Taxes are extra.

Description	Firm, All-inclusive Rate
One (1) business day turnaround	Per page = \$
Two (2) business days turnaround	Per page = \$
Five (5) business days turnaround	Per page = \$

2.3 EXTENDED SO OPTION PERIOD 3: FROM THE END OF EXTENDED SO OPTION PERIOD 2 TO ONE YEAR LATER [date to be specified in the resulting standing offer]

During the extended SO Option Period 3 of the Standing Offer, the Offeror will be paid, a sum not to exceed \$_____ for transcription services (amount to be inserted in the resulting Standing Offer), in accordance with the following firm rates for work performed pursuant to any Contract resulting from a call-up against the Standing Offer. Applicable Taxes are extra.

Description	Firm, All-inclusive Rate
One (1) business day turnaround	Per page = \$
Two (2) business days turnaround	Per page = \$
Five (5) business days turnaround	Per page = \$

2.4 EXTENDED SO OPTION PERIOD 4: FROM THE END OF EXTENDED SO OPTION PERIOD 3 TO ONE YEAR LATER [date to be specified in the resulting standing offer]

During the extended SO Option Period 4 of the Standing Offer, the Offeror will be paid, a sum not to exceed \$_____ for transcription services (amount to be inserted in the resulting Standing Offer), in accordance with the following firm rates for work performed pursuant to any Contract resulting from a call-up against the Standing Offer. Applicable Taxes are extra.

Description	Firm, All-inclusive Rate
One (1) business day turnaround	Per page = \$
Two (2) business days turnaround	Per page = \$
Five (5) business days turnaround	Per page = \$

3.0 MISCELLANEOUS EXPENSES

- 3.1 An amount is hereby set aside for miscellaneous expenses such as courier costs required in the performance of the work. Miscellaneous expenses charged to the Crown must be identified separately on each applicable invoice for which the charge applies and must be accompanied by original receipts.
- 3.2 Any unused miscellaneous expense amounts not used during the SO period will carry-over to any Option Periods should they be exercised.
- 3.3 Miscellaneous Expenses not to exceed: **\$5,000.00** (Applicable Taxes excluded).

4.0 TOTAL POTENTIAL SO VALUE:

- 4.1 The total overall potential value of the SO is as follows based on the above:

-
- i. Initial Period of the Standing Offer: \$_____ (Applicable Taxes extra) *(amount to be specified in the resulting Standing Offer)*
 - ii. Extended SO Option Period 1: \$_____ (Applicable Taxes extra) *(amount to be specified in the resulting Standing Offer)*
 - iii. Extended SO Option Period 2: \$_____ (Applicable Taxes extra) *(amount to be specified in the resulting Standing Offer)*
 - iii. Extended SO Option Period 3: \$_____ (Applicable Taxes extra) *(amount to be specified in the resulting Standing Offer)*
 - iii. Extended SO Option Period 4: \$_____ (Applicable Taxes extra) *(amount to be specified in the resulting Standing Offer)*
 - iv. Miscellaneous Expenses: \$5,000.00 (Applicable Taxes extra)
- Total: \$_____ (Applicable Taxes extra) *(amount to be specified in the resulting Standing Offer)*

ANNEX C, SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat W6369-20-X022
Security Classification / Classification de sécurité UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine DND	2. Branch or Directorate / Direction générale ou Direction ADM(RS)/DSEI/AISC
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 ADM(RS) requires complete transcription services from provided electronic media sources on an "as and when requested" basis.	
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	
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	
Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>
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 B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input checked="" type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>
SECRET / SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED





Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat W6369-20-X022
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" 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 EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



Contract Number / Numéro du contrat W6369-20-X022
Security Classification / Classification de sécurité UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « 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 indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Solicitation No. - N° de l'invitation
W6369-20-X022
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
0 (Original)
File No. - N° du dossier

Buyer ID - Id de l'acheteur
D Svcs C 4-3-3-2
CCC No./N° CCC - FMS No./N° VME

[SRCL page 4 (signature page) to be added at time of Standing Offer award]

ANNEX D, NON-DISCLOSURE AGREEMENT

[This annex is to be completed after contract award and is not required in the bid.]

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. W6369-20-X022 between Her Majesty the Queen in right of Canada, represented by the Department of National Defence and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: W6369-20-X022.

Signature

Date

ANNEX E, PWGSC-TPSGC 942 – CALL UP AGAINST A STANDING OFFER



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 - Expédier à

Supplier - Fournisseur

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 Les instructions détaillées dans l'offre à commandes	The address shown in the "Ship to" block L'adresse indiquée dans la case « Expédier à »	Special instructions below 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
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Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of L. 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

Name - Nom

Telephone No. - N° de téléphone

Delivery required by - Livraison requise le
(YYYY-MM-DD) (AAAA-MM-JJ)

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)

Signature (Mandatory - Obligatoire)

Date (YYYY-MM-DD-AAAA-MM-JJ)

Canada

PWGSC-TPSGC 942 (01/2014)