



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

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

**REQUEST FOR STANDING OFFER
DEMANDE D'OFFRES À COMMANDES**

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

Austin Sanford
Austin.Sanford@forces.gc.ca
DLP 8-2-6-1

Title/Titre: VERTICAL WIND TRAINING FACILITY	Solicitation No – N° de l'invitation W6399-22LK42/A
Date of Solicitation – Date de l'invitation 22 August, 2022	
Address Enquiries to – Adresser toutes questions à Austin.Sanford@forces.gc.ca	
Telephone No. – N° de téléphone 613-993-6864	FAX No – N° de fax N / A
Destination Specified Herein Précisé dans les présentes	

Proposal To: National Defence Canada

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

Proposition à : Défense nationale Canada

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

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/1 excise taxes and are to be delivered Delivery Duty Paid including all deliv 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 See Herein / Précisé dans les présentes	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

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

At – à : 04 October, 2022

On - le: 1400hrs / 14h00 EDT

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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: includes the certifications to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
- 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 6B, 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 Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

- 1.2.1** This Request for Standing Offer (RFSO) is for a qualified service provider with resources, instructor and personnel to support the provision of Vertical Wind Tunnel (VWT) training facility for Canadian Armed Forces members to conduct freefall (FF) parachuting simulation training.

The Identified user is the Department of National Defence (DND).

The contractor must be able to provide multiple training locations: 1 within 250 km of NDHQ (located at 101 Colonel By Dr. Ottawa, Ontario) and Other locations available within North America.

- 1.2.2** The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA) and the Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

1.3 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](#) (2022-03-29) 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) Section 20(2), Further Information is deleted in its entirety.
- c) Subsection 2.d. of Section 05, Submission of Offers, is deleted in its entirety and replaced with the following:

Send its offer only to the address specified in the offer solicitation.

- d) Section 06, Late Offers, Is deleted in its entirety;
- e) The text under Section 07, Delayed Offers, is deleted in its entirety and replaced with the following:

It is the Offeror's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of offers will not be accepted.

- f) Subsection 1 of Section 08, Transmission by Facsimile, is deleted in its entirety.

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

Delete: 60 days
Insert: 180 days

2.2 Electronic Submission of Offers

- a) Offers must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the offer solicitation. Offers must be received electronically as noted in subparagraph b).
- b) **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 Offeror or Contracting Authority.** Larger offers may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Offeror's responsibility to ensure that the Contracting Authority has received the entire submission. Offerors should not assume that all documents have been received unless the Contracting Authority

confirms receipt of each document. In order to minimize the potential for technical issues, Offerors 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.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC 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;
- b. date of termination of employment or retirement from the Public Service.

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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.

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 (1 soft copies)

Section II: Financial Offer (1 soft copies)

Section III: Certifications and Additional Information (1 soft copies)

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

Offerors may use Attachment 1 to Part 3 to indicate their prices. If Offerors choose to use Attachment 1 to Part 3 to indicate their prices, Offerors must include Attachment 1 to Part 3 in their financial offer.

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 as follows:

Offerors must submit firm prices, Delivered Duty Paid (DDP) at Offeror's Facility Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Unless the offer solicitation 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 offer solicitation closing date, or on another date specified in the offer solicitation, will be applied as a conversion factor to the offers submitted in foreign currency.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 to part 3, Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 2 to part 3, 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

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

Section III: Certifications

Offerors must submit the certifications required under Part 5.

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 Offers including the technical and financial 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

Refer to Annex "B" – Evaluation Plan – Mandatory Technical Criteria

4.1.2 Financial Evaluation

4.1.2.1

The price of the offer will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at the offerors' facility Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.2 Basis of Selection

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 total evaluated price in the Pricing Schedule detailed Attachment 1 to Part 3 will be recommended for award of a Standing Offer. Total Evaluated Offer Price = SUM A+B+C+D+E.

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 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.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Offer" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Offer" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

6.2.1 There is no security requirement applicable to this Standing Offer.

6.3 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.

6.3.1 General Conditions

2005 2022-01-28 General Conditions - General Conditions – Standing Offers – Goods or Services, apply to and form part of the Standing Offer, with the following modifications:

a. Definition of Minister is modified as follows:

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period of the Standing Offer Agreement contract will be three (3) firm years from the date of Standing Offer Award

6.4.2 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) additional one (1) year periods under the same conditions and at the rates or prices specified in the Standing Offer, at Annex C.

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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories,

Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

6.4.4 Shipping Instructions

Services will be delivered at the location specified in the Statement of Work.

6.5. Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Austin Sanford
Title: Procurement Officer
Department of National Defence
ADM (Mat) / DGLEPM
Directorate: DLP 8
Address: 101 Colonel By Drive, Ottawa, ON K1A 0K2

Telephone: 613-993-6864
E-mail address: austin.sanford@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.

6.5.2 Project Authority

<to be identified at Standing offer Award>

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
E-mail address: _____

The Project 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.

6.5.3 Offeror's Representative

<to be identified at Standing offer Award>

The Offeror's Representative for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
E-mail address: _____

6.6 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence (DND) / DLP 8 personnel

6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer, attachment 1 to part 7*

6.8.1 Call-up Procedures

- a) Each Call-up results in a separate contract between Canada and the Offeror.
- b) The Offeror acknowledges that no costs incurred before the receipt of a signed Call-up can be charged to this Standing Offer or any Call-ups made against it.
- c) The Offeror acknowledges and agrees that the terms and conditions set out in the Resulting Contract Clauses that form part of this Standing Offer apply to every Call-up made under this Standing Offer.
- d) The Offeror agrees only to perform individual Call-ups made by an Identified User under this Standing Offer outlined in section 1.7 above.
- e) The Offeror acknowledges that the Call-ups will follow the Production Performance Verification Test Process as defined in Annex 'B' – Section 3.3.1.
- f) The following call-up process will be followed:

Step 1 – Call-up Request:

The Identified User will provide the following information to the Offeror in a Call-up:

- 1) The quantity requested to be delivered within ____ calendar days, at rates identified in Annex "B" Basis of Payment.

Step 2 - Offeror's Response to the Request:

The Offeror must confirm receipt of the Call-up by e-mail within two (2) working days.

6.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of [<to be inserted at contract award>](#) (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in

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

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

6.10 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 (2022-01-28), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2022-01-28), General Conditions: Services (medium complexity);
- e) Annex A, Statement of Work;
- f) Annex C, Basis of Payment;
- g) the Offeror's offer dated _____ (*insert date of offer*).

6.11 Certifications and Additional Information

6.11.1 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.

6.12 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.

6.1 Statement of Work

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010C (2022-01-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

6.3 Term of Contract

6.3.1 Period of the Contract

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

6.4 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.5 Payment

6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex C. Customs duties are included and Applicable Taxes are extra.

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

6.5.2. SACC Manual Clauses.

SACC Manual Clause [H1001C](#) (2008-05-12), Multiple Payments

6.5.3 Electronic Payment of Invoices – Call-up

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);

6.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. One (1) copy must be forwarded to the Standing Offer Authority identified under the section entitled "Authorities" of the Contract.

6.7 Insurance

SACC *Manual* clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

6.8 Defence Contract

SACC *Manual* clause [A9006C](#) 2012-07-16 Defence Contract

6.9 Foreign Nationals

SACC *Manual* clause [A2000C](#) (2006-06-16), Foreign Nationals (Canadian Contractor)

ANNEX "A" - STATEMENT OF WORK
VERTICAL WIND TRAINING FACILITY

1.0 SCOPE

1.1 Purpose

The Department of National Defence requires the services of a Contractor to provide training facilities and instruction for VWT. The duration of the contract will be for a period of 3 years (following the award date) with a 2 year option.

1.2 Background

DND has a requirement for a VWT facility to CAF members to conduct Free Fall (FF) parachuting simulation training. This training is to provide DND personnel with the necessary skills to conduct parachute operations under a variety of complex and adverse conditions. The training will cover the range of experience from beginner to advanced level parachutists and will include all aspects of the training including the provision of facilities, resources, instructors and support personnel required to conduct the training. The VWT affords personnel an opportunity to practice FF skills and to overcome any technique challenges in a safe and controlled environment. It further offers the flexibility of training FF at any time during the year, proving especially valuable when weather conditions are unfavorable for actual parachuting. The intent is to establish a multi-year contract to conduct the training.

1.3 List of Acronyms and abbreviations

CAF	Canadian Armed Forces
DND	Department of National Defence
FF	Freefall
IBA	International Body Flight Association
NDHQ	National Defence Headquarters
POC	Point of Contact
TA	Technical Authority
VWT	Vertical Wind Training

2.0 REQUIREMENTS

2.1 Scope of Work

The objective of this requirement is as follow:

- i. Provide personnel training in FF parachuting simulation;
- ii. Determine and review techniques and procedures pertaining to operational requirements;
- iii. Maintain qualifications;
- iv. Provide training for military personnel to obtain IBA qualification.

2.2 Tasks

2.2.1 Training

- a. **Re-circulating VWT with an indoor cylindrical flight chamber no smaller than 12 feet in diameter, capable of achieving a uniform airflow at speeds exceeding 200km/h (125mph) to allow practices of FF skills in a safe and controlled environment;**
- b. Instructors must have a minimum of two (2) years of VWT instruction experience;
- c. **Up to four (4) experience VWT instructors to assist units, when required, with program development and to update instructional techniques.**

2.2.2 Training estimates

The table below provides estimated hours of training/instructor services (usage) required during each applicable time frame for each service required.

Vertical Wind Training (VWT)					
Service	Estimated number of hours (Usage)				
	Firm Year 1	Firm Year 2	Firm Year 3	Option Year 1	Option Year 2
VWT Rental Services/Hour OFF PEAK (Monday – Thursday, Friday before 4 pm and Sunday after 8 pm)	125	125	125	125	125
VWT Rental Services/Hour ANY TIME (Friday after 4 pm, Saturday and Sunday before 8 pm)	75	75	75	75	75
VWT Instructor Services	125	125	125	125	125

3.0 CONSTRAINTS

3.1 Deliverables

3.1.1 The facility must have the capability for video debriefing;

3.1.2 A floor space for practicing drills horizontally on a mechanics creeper (creeping);

3.1.3 The Contractor must provide at least one (1) classroom with a capacity for seating 20 persons, white board, white board markers, display capability for laptop (DND will provide laptop);

3.1.4 Appropriate personnel support facilities for up to 20 personnel, including washroom facilities, change rooms and a lockable area suitable for temporary storage of DND personnel equipment. Lockable area includes, but is not limited to, room with locked door, lockers with keys, etc.

3.2 Course Location

The contractor must be able to provide multiple training locations: 1 within 250 km of NDHQ (located at 101 Colonel By Dr. Ottawa, Ontario) and Other locations available within North America.

3.3 Language

The Contractor must be capable of providing English language instructors for all training.

4.0 SECURITY

4.1 The Contractor must provide to the DND POC all records and documentation (including, but not limited to, written documentation, photographs, and video recordings, electronic or otherwise) related to the nature of this service and the identities of all DND personnel and their equipment involved.

4.2 The Contractor must not retain, publish, print, or otherwise distribute records and/or copies of any of the above.

4.3 The Contractor may however, retain the first and last names and emails of those individuals who successfully complete the training period.

4.4 The Contractor must ensure that DND personnel have exclusive use of the training areas within the booked facility.

5.0 DND LOGISTICAL SUPPORT

5.1 *Client support/Liaison Officer*

The DND TA for all requirements will be the primary DND POC for Contractor personnel and will be stated in the call-up. All services rendered will be subject to inspection and acceptance by the TA or his/her/they designated representative.

5.2 *Instructors*

Contractor will provide qualified instructors for VWT.

5.3 *Emergency Medical Response*

DND may deploy to the Contractor's location with its own internal medical capabilities. This will be communicated to the Contractor prior to services. An Emergency Action plan must be available.

5.4 *Travel, Rations and Lodging*

DND is responsible for travel to and from the facility and for rations or lodging.

ANNEX "B" EVALUATION PLAN

MANDATORY TECHNICAL CRITERIA

1. Evaluation Methodology – The evaluation will be conducted by DND members on the criteria provided only. Mandatory requirements are identified by the word “must.” All mandatory criteria must be met or the offer submission will be deemed non-compliant. Failure to provide sufficient detail in the offer submission to evaluate the proposal against the mandatory criteria will also deem the offer non-compliant.
2. All submissions should be typed, preferably on company letterhead.
3. To avoid duplication and delays, offerors should refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.
4. For clarity, please note that the VWT Rental Services per hour includes the VWT, support personnel, rooms for video debriefing, a space for practicing drills horizontally on a mechanics creeper (creeping), classroom for twenty people, temp storage washrooms and change rooms.

		<i>DND Evaluation Team to complete</i>	
Mandatory Evaluation Criteria		Met (✓)	Comments
MT.1	Requirements (see Annex A, para 2.2.1a): Re-circulating VWT with an indoor cylindrical flight chamber no smaller than 12 feet in diameter, capable of achieving a uniform airflow at speeds exceeding 200km/h (125mph);		
MT.2	Requirements (see Annex A, para 2.2.1c): Up to four (4) experience VWT instructors to assist units, when required, with program development and to update instructional techniques. Instructors		

		<i>DND Evaluation Team to complete</i>	
	Mandatory Evaluation Criteria	Met (✓)	Comments
	must have a minimum of two (2) years of VWT instruction experience.		
MT.3	Deliverables (see Annex A 3.1.1): The facility must have the capability for video debriefing.		
MT.4	Deliverables (see Annex A 3.1.2): <i>A floor space for practicing drills horizontally on a mechanics creeper (creeping);</i>		
MT.5	Deliverables (see Annex A 3.1.3): The Contractor must provide at least one (1) classroom with a capacity for seating 20 persons, white board, white board markers, display capability for laptop (DND will provide laptop);		
MT.6	Deliverables (see Annex A 3.1.4): <i>Appropriate personnel support facilities for up to 20 personnel, including washroom facilities, change rooms and a lockable area suitable for temporary storage of DND personnel equipment. Lockable area includes, but is not limited to, room with locked door, lockers with keys, etc.</i>		
MT.7	Course Location (see Annex A 3.2): The contractor must be able to provide multiple training locations: 1 within 250 km of NDHQ (located at 101 Colonel By Dr. Ottawa, Ontario) and Other locations available within North America.		

		<i>DND Evaluation Team to complete</i>	
	Mandatory Evaluation Criteria	Met (✓)	Comments
MT.8	Language (see Annex A 3.3): The Contractor must be capable of providing English language instructors for all training.		

Annex "C" - BASIS OF PAYMENT

Vertical Wind Training (VWT) – W6399-22LK42					
Service	All-Inclusive Firm Fixed Hourly Rate – CAD (Applicable Taxes not Included)				
	Firm Year 1	Firm Year 2	Firm Year 3	Option Year 1	Option Year 2
VWT Rental Services/Hour OFF PEAK (Monday - Thursday, Friday before 4pm and Sunday after 8pm)	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award
VWT Rental Services/Hour Any Time (Friday after 4pm Saturday and Sunday before 8pm)	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award
VWT Instructor Services. (per instructor/ per hour)	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award

ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

The Offeror must complete the pricing schedule(s) and include it in its financial offer once completed. As a minimum, the Offeror must respond to this pricing schedule(s) by including in its financial offer its quoted all-inclusive firm price (in Can \$) for each course category for each period identified and all-inclusive fixed hourly rate (in Can \$) for the additional instructor category.

The volumetric data included in this pricing schedule are provided for offer evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the offer solicitation will be consistent with this data.

Vertical Wind Training (VWT) – W6399-22LK42			
FIRM YEAR 1			
Service	Estimated Number of Hours (Usage) = X	All Inclusive Firm Fixed Hourly Rate = Y	All Inclusive Firm Fixed Rate Price Z = (X * Y)
VWT Rental Services/Hour OFF PEAK (Monday - Thursday, Friday before 4pm and Sunday after 8pm) <i>Note: VWT Rental Services per hour includes services as defined in Annex A – Statement of Work, Paras 2.1, 2.2, 2.3.</i>	125	\$	\$
VWT Rental Services/Hour Any Time (Friday after 4pm Saturday and Sunday before 8pm) <i>Note: VWT Rental Services per hour includes services as defined in Annex A – Statement of Work, Paras 2.1, 2.2, 2.3.</i>	75	\$	\$
VWT Instructor Services. <i>Note: VWT Instructor Services (per instructor/ per/hour) includes services as defined in Annex A – Statement of Work, Para 2.4.</i>	125	\$	\$
A = TOTAL OFFER PRICE for Firm Year 1 (= Sum of Column Z)			\$

Vertical Wind Training (VWT) – W6399-22LK42			
FIRM YEAR 2			
Service	Estimated Number of Hours (Usage) = X	All Inclusive Firm Fixed Hourly Rate = Y	All Inclusive Firm Fixed Rate Price Z = (X * Y)
VWT Rental Services/Hour OFF PEAK (Monday - Thursday, Friday before 4pm and Sunday after 8pm) <i>Note: VWT Rental Services per hour includes services as defined in Annex A – Statement of Work, Paras 2.1, 2.2, 2.3.</i>	125	\$	\$
VWT Rental Services/Hour Any Time (Friday after 4pm Saturday and Sunday before 8pm) <i>Note: VWT Rental Services per hour includes services as defined in Annex A – Statement of Work, Paras 2.1, 2.2, 2.3.</i>	75	\$	\$
VWT Instructor Services. <i>Note: VWT Instructor Services (per instructor/ per/hour) includes services as defined in Annex A – Statement of Work, Para 2.4.</i>	125	\$	\$
B = TOTAL OFFER PRICE for Firm Year 2 (= Sum of Column Z)			\$

Vertical Wind Training (VWT) – W6399-22LK42			
FIRM YEAR 3			
Service	Estimated Number of Hours (Usage) = X	All Inclusive Firm Fixed Hourly Rate = Y	All Inclusive Firm Fixed Rate Price Z = (X * Y)
VWT Rental Services/Hour OFF PEAK (Monday - Thursday, Friday before 4pm and Sunday after 8pm) <i>Note: VWT Rental Services per hour includes services as defined in Annex A – Statement of Work, Paras 2.1, 2.2, 2.3.</i>	125	\$	\$
VWT Rental Services/Hour Any Time (Friday after 4pm Saturday and Sunday before 8pm) <i>Note: VWT Rental Services per hour includes services as defined in Annex A – Statement of Work, Paras 2.1, 2.2, 2.3.</i>	75	\$	\$
VWT Instructor Services. <i>Note: VWT Instructor Services (per instructor/ per/hour) includes services as defined in Annex A – Statement of Work, Para 2.4.</i>	125	\$	\$
C = TOTAL OFFER PRICE for FIRM YEAR 3 (= Sum of Column Z)			\$

Vertical Wind Training (VWT) – W6399-22LK42			
OPTION YEAR 1			
Service	Estimated Number of Hours (Usage) = X	All Inclusive Firm Fixed Hourly Rate = Y	All Inclusive Firm Fixed Rate Price Z = (X * Y)
VWT Rental Services/Hour OFF PEAK (Monday - Thursday, Friday before 4pm and Sunday after 8pm) <i>Note: VWT Rental Services per hour includes services as defined in Annex A – Statement of Work, Paras 2.1, 2.2, 2.3.</i>	125	\$	\$
VWT Rental Services/Hour Any Time (Friday after 4pm Saturday and Sunday before 8pm) <i>Note: VWT Rental Services per hour includes services as defined in Annex A – Statement of Work, Paras 2.1, 2.2, 2.3.</i>	75	\$	\$
VWT Instructor Services. <i>Note: VWT Instructor Services (per instructor/ per/hour) includes services as defined in Annex A – Statement of Work, Para 2.4.</i>	125	\$	\$
D = TOTAL OFFER PRICE for Option Year 1 (= Sum of Column Z)			\$

Vertical Wind Training (VWT) – W6399-22LK42			
OPTION YEAR 2			
Service	Estimated Number of Hours (Usage) = X	All Inclusive Firm Fixed Hourly Rate = Y	All Inclusive Firm Fixed Rate Price Z = (X * Y)
VWT Rental Services/Hour OFF PEAK (Monday - Thursday, Friday before 4pm and Sunday after 8pm) <i>Note: VWT Rental Services per hour includes services as defined in Annex A – Statement of Work, Paras 2.1, 2.2, 2.3.</i>	125	\$	\$
VWT Rental Services/Hour Any Time (Friday after 4pm Saturday and Sunday before 8pm) <i>Note: VWT Rental Services per hour includes services as defined in Annex A – Statement of Work, Paras 2.1, 2.2, 2.3.</i>	75	\$	\$
VWT Instructor Services. <i>Note: VWT Instructor Services (per instructor/ per/hour) includes services as defined in Annex A – Statement of Work, Para 2.4.</i>	125	\$	\$
E = TOTAL OFFER PRICE for Option Year 2 (= Sum of Column Z)			\$


Vertical Wind Training (VWT) – W6399-22LK42		
TOTAL EVALUATED OFFER PRICE = A + B + C + D + E		
A	TOTAL OFFER PRICE FOR FIRM YEAR 1	\$
B	TOTAL OFFER PRICE FOR FIRM YEAR 2	\$
C	TOTAL OFFER PRICE FOR FIRM YEAR 3	\$
D	TOTAL OFFER PRICE FOR OPTION YEAR 1	\$
E	TOTAL OFFER PRICE FOR OPTION YEAR 2	\$
TOTAL EVALUATED OFFER PRICE = SUM A+B+C+D+E		\$

ATTACHMENT 2 to PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

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

- Direct Deposit (Domestic and International);
- Wire Transfer (International Only);

ATTACHMENT 1 to PART 7 – PWGSC-TPSGC 942

 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		<p>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.</p> <p>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.</p> <p>Security: The call-up includes security provisions. Sécurité : La demande comprend des exigences en matière de sécurité.</p> <table style="width:100%; border: none;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">If YES, attach a SRCL to the call-up</td> </tr> <tr> <td style="text-align: center;">NON</td> <td style="text-align: center;">OUI</td> <td style="text-align: center;">Si OUI, joindre une LVERS à la demande</td> </tr> </table>		NO	YES	If YES, attach a SRCL to the call-up	NON	OUI	Si OUI, joindre une LVERS à la demande
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.			Financial Code(s) - Code financier(s)						
Standing Offer No. - N° de l'offre à commandes		Requisition No. - N° de demande Order. Off. - Bur. dem. YY - AA Serial No. - N° de série	Client Reference No. (optional) N° de référence du client (facultatif)						
The representative of the identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement. Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.									
Amendment No. N° de modification	Previous Value (\$) Valeur précédente (\$)	Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised Total des dépenses estimatives ou révisées						
Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of I. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)				
Special Instructions - Instructions particulières				Total					
For further information, call - Pour renseignements supplémentaires, contactez			Delivery required by - Livraison requise le (YYYY-MM-DD) (AAAA-MM-JJ)						
Name - Nom		Telephone No. - N° de téléphone							
For internal purposes only - Pour usage interne seulement			Approved for the Minister - Approuvé pour le Ministre						
Pursuant to subsection 32(1) of the Financial Administration Act, funds are available. En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.									
Signature (Mandatory - Obligatoire)		Date (YYYY-MM-DD-AAAA-MM-JJ)	Signature (Mandatory - Obligatoire)		Date (YYYY-MM-DD-AAAA-MM-JJ)				

