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Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

Comments - Commentaires

Cette demande d'offres à commandes comprend des dispositions en matière de sécurité.

This Request for Standing Offers includes provisions for security.

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Linguistic Services Division / Division des services linguistiques

PSBID, PWGSC / DIASP,TPSGC

11 Laurier St. / 11, rue Laurier

10C1/Place du Portage, Phase III

Gatineau

Québec

K1A 0S5

Title - Sujet PART-TIME GROUP TRAINING IN THE NCR		
Solicitation No. - N° de l'invitation EN578-093429/D		Date 2012-12-12
Client Reference No. - N° de référence du client 20093429		Amendment No. - N° modif. 007
File No. - N° de dossier 505zf.EN578-093429	CCC No./N° CCC - FMS No./N° VME	
GETS Reference No. - N° de référence de SEAG PW-\$\$ZF-505-25050		
Date of Original Request for Standing Offer		2012-10-31
Date de la demande de l'offre à commandes originale		
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-08		Time Zone Fuseau horaire Eastern Standard Time EST
Address Enquiries to: - Adresser toutes questions à: Bélair, Christine		Buyer Id - Id de l'acheteur 505zf
Telephone No. - N° de téléphone (819) 956-7018 ()		FAX No. - N° de FAX (819) 956-2675
Delivery Required - Livraison exigée		
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.		

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required Accusé de réception requis	Yes - Oui <input type="checkbox"/>	No - Non <input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

Solicitation No. - N° de l'invitation

EN578-093429/D

Amd. No. - N° de la modif.

007

Buyer ID - Id de l'acheteur

505zf

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

20093429

File No. - N° du dossier

505zfEN578-093429

CCC No./N° CCC - FMS No/ N° VME

**See electronically attached document for the content of the
Amendment 007 of the Request for Standing Offers (RFSO)**

This Amendment to the Request for Standing Offers (RFSO) is intended to:

PART A-1: publish the questions raised by potential offerors at the bidder's conference on November 22 and the answers.

Questions that have already been received, answered and posted will not be reproduced in this amendment. In order to follow the sequence of previous questions, we have used the same numbering as in previous amendments.

Some answers have been modified to match the amendments published since November 22 in order to avoid any confusion, while others are answers to questions that were asked at the conferences and that received the following reply from the facilitators: "we will respond in a future amendment."

PART A-2: Answer questions from bidders

PART B: Amend the Request for Standing Offers (RFSO)
B-1: amendments to RFSO EN578-093429/C
B-2: amendments to RFSO EN578-093429/D
B-3: amendments to RFSO EN578-093429/E

NOTE TO POTENTIAL OFFERORS: Questions received from potential offerors are grouped together in a single document entitled "Amendment to the Request for Standing Offers," in order to avoid any potential errors or omissions in the three RFSOs. Offerors that do not want to submit an offer for more than one work stream or for more than one RFSO are to take into account only those questions that apply to the work stream(s) or the RFSO(s) in respect of which they would like to submit an offer. Questions not specifying a particular RFSO number apply to all the RFSOs, namely EN578-093429/C, EN578-093429/D and EN578-093429/E.

PART A-1 – QUESTIONS AND ANSWERS FROM THE BIDDER'S CONFERENCES ON NOVEMBER 22, 2012

Question 98

This question refers to RFSO EN578-093429/D.

I would like to know how many pedagogical advisers are required for stream 4 (part-time group training). Is it one or two? According to one of the criteria, for 100 groups, two pedagogical advisers are required. Then, in the following criteria, you have made a recent amendment indicating that one pedagogical adviser is required for 50 groups. Can we opt for 50 groups, or is it mandatory to go for 100 groups?

Answer 98

For work stream 4, the minimum capacity required for MTC 1 is 100 groups. MTC 2 indicates that for each 50 groups, the Offeror must propose a primary pedagogical adviser. In addition, the Offeror must propose one backup pedagogical adviser for every three primary pedagogical advisers.

Question 99

This question applies to RFSOs EN578-093429/D and EN578-093429/E.

You confirm that there are three geographic locations: West, East and Outaouais.

Answer 99

In fact, there are 4 geographic locations for part-time work streams 3A, 3B, 3C, 3D and 9A, 9B, 9C and 9D:

- Ottawa-Gatineau downtown area
- Within a 10 km radius in Quebec/Outaouais area
- Within a 10 km radius in East/Ontario area
- Within a 10 km radius in West/Ontario area

For all other work streams, the geographic area is located within the following boundaries: between Wellington Street, MacLaren Street, Bay Street and Elgin Street in Ottawa, Ontario, and between Laurier Street, Sacré-Cœur Boulevard and St-Rédempteur Street in Gatineau, Quebec.

Question 100

This question refers to RFSO EN578-093429/C.

a) In question 2 of the RFSO amendment regarding the number of classrooms proposed, if we propose 10 classrooms for stream 1, can we propose the same 10 classrooms for stream 2, knowing that there is no sure way to know whether we will be successful in one stream or the other? The answer to question 2 is yes, but.... If we propose the 10 classrooms for both streams, we are taking a risk. If we get only one stream, we are ok, but we might get both. So, can we do this or not?

b) Does the same apply to pedagogical advisers?

Answer 100

a) It is possible to propose the same 10 classrooms for two different streams. However, each RFSO is considered separate, and each work stream is evaluated separately (independently). When the standing offers are issued and the needs present themselves, you must provide what you indicated in your offer. If we award you the two work streams for which you proposed the same 10 classrooms, you will have to provide 10 classrooms for each work stream. If the 10 classrooms are not the same as those indicated in the offer, you are obligated, under the contract clauses, to provide classrooms of equal or superior quality to those evaluated in each of your offers. If you are unable to provide them, the Standing Offer Authority could enforce the Default by the Contractor policy as described in clause 29 of General Conditions 2035, which authorizes it to terminate the standing offer in whole or in part.

Standing offers are issued in a pre-defined order. However, the order has not been defined to date.

b) No.

Question 101

I have a question regarding parking. You award points for free parking. We are located downtown, and it is nearly impossible to offer free parking. However, some schools do offer free parking. If I decide, as a school, to offer free parking, should I not indicate how many free parking spots I have?

Answer 101

Yes, see Amendment 003, Part B-1, for RFSO EN578-093429/C, Part B-3 for RFSO EN578-093429/E and Amendment 004, Part B-2, for RFSO EN578-093429/E.

Question 102

My question pertains to the one-computer-per-learner provision. This will be expensive. Are there schools that could misunderstand this criterion and indicate that they will provide computers in one work stream but not another? Why not remove this criterion?

Answer 102

The requirement to provide one computer per learner is only for full-time work streams and only if the Offeror would like to offer on-line training programs. However, if Offerors would like to provide one computer per learner for any work stream, thereby winning points, they may do so. By indicating classrooms equipped with one computer per learner in its offer, the Offeror is committed to providing them for the duration of the standing offers for each of the work streams for which it has indicated this availability in its offer.

Question 103

The computer requirements are minimal, but this does not prevent learners from complaining about the slow speed of the computers.

Answer 103

Our minimum requirements are determined based on federal government needs in general. No change to the RFSO.

Question 104

This question refers to RFSO EN578-093429/C.

My question refers to the number of classrooms. If, for example, a school proposes 10 classrooms for streams 1 and 2 and this school is issued the standing offers for both work streams, will you give extra time to prepare the 10 additional classrooms to meet the requirement?

Answer 104

The classrooms must be ready at least five days before the start of classes.

If the Offeror must change facilities or classrooms, it must immediately notify the Standing Offer Authority and the Technical Authority, and the new facilities and classrooms must meet the requirements of the Statement of Work and must have the same computer equipment.

Question 105

Regarding wireless Internet connection for personal computers, learners often bring their own computers and use our Wi-Fi for personal use. After speaking to our technician, I understand that I have to be very careful because as a supplier, I am responsible for everything downloaded on my system. If learners abuse the system with their phones or laptops, we could be held liable for their actions. Can we have learners sign accountability agreements before providing them with user names and passwords?

Answer 105

No, Offerors will not be permitted to have learners sign accountability agreements.

Question 106

Regarding the facilities, I am a supplier, and I have a current capacity of 10 classrooms. I intend to bid on one of the streams using these 10 classrooms. By currently having 10 classrooms, I have the financial capability, to refer to PWGSC's Standard Acquisition Clauses and Conditions, which guarantees that I have the capability to rent 10 classrooms. Except that now I can bid on the number of classrooms that I want without having to provide justification! I will therefore increase my financial capability five-fold even if I don't have the means to do so. This means that any school that currently has 10 rooms can provide part-time group training and will be able to make offers for all work streams. Therefore, 5 days before, the school will go to a bank and find facilities. I'm wondering, how will you justify the supplier's actual and logistical capability in relation to its financial capability? If we rent 60 classrooms downtown, it's not the same price as renting 10 outside downtown.

Answer 106

There are two places in the clauses and conditions of the standing offers where it is clearly indicated that suppliers that submit an offer must have the financial and logistical capability to meet the requirements. If a supplier submits an offer for a work stream, as indicated in part 6 of the standing offer, the Standing Offer Authority could request a financial evaluation to ensure that the supplier is able to comply with its financial commitments under the standing offer(s) that PWGSC intends to issue.

Furthermore, clause 2035 05 (2012-03-02) – Performance of Work in 2035 (2012-11-19) – General Conditions – Higher Complexity – Services clearly indicates that by submitting an offer, the contractor certifies that it has the competencies, resources, facilities, workforce, technology, equipment and materials and the qualifications necessary to perform the work.

Question 107

What value does PWGSC and the Canada School of Public Service assign to free parking in terms of language training quality?

Answer 107

The evaluation criteria were drafted based on a number of consultations with our departments and resources. What appears in the Request for Standing Offers reflects the needs and requests of departments. Also, in summer 2012 PWGSC published a Request for Information, which solicited feedback from the industry. The evaluation criteria were drafted based on the needs of departments and the comments received by the industry during the consultation.

Question 108

Regarding the closing date, I find that it is very difficult to submit three bids at once, and we have many questions and answers. Every time we finish something, we must go back and make changes. Is it possible to postpone the closing date because the quantity of work is overwhelming, especially right before the holidays?

Answer 108

The closing date was postponed to January 8, 2013, in Amendment 003 to RFSOs EN578-093429/C and EN578-093429/E and in Amendment 004 to RFSO EN578-093429/D.

Question 109

In one of the point-rated criteria, you refer to primary and backup pedagogical advisers who are former teachers. You are looking for the teaching experience of the pedagogical adviser, but the criterion focuses more on the learners who are learning a language, the time they spend at the school, 30 hours a week, etc. It does not focus on the teachers. In the majority of schools, teachers work with some learners in the morning and with other learners in the afternoon, but you require 30 hours a week. There seems to be a discrepancy. Could you amend this criterion so it reflects the experience of the teacher and not the experience of the learner at school?

Answer 109

This change can be found in Amendment 003 to RFSOs EN578-093429/C and EN578-093429/E and in Amendment 004 to RFSO EN578-093429/D.

Question 110

My wife has considerable experience as a second language teacher but she has no school or equipment; can she still participate in the solicitation process?

Answer 110

An individual can submit an offer if he or she meets the requirements of the standing offer. However, one teacher on her own cannot meet the requirements of the RFSOs because the Statement of Work clearly specifies that, as a minimum (depending on the capacity of the Offeror), a primary and backup pedagogical adviser are needed in addition to the teaching resources.

Question 111

My question is about the references that we have to provide. For a teacher who has taught for x number of years since 2002, I don't know if you realize that since 2002, there are people who have received the training and are no longer there. It is difficult to prove that the teacher gave a private course of a certain number of hours. You already answered a similar question, and you indicated that if the supplier has no references, you will ask the supplier to provide other proof. What kind of proof will you ask for?

Answer 111

As proof, the Standing Offer Authority could ask for copies of invoices and/or timesheets for the teaching resources to corroborate the information on the teaching resources indicated in the offer.

Question 112

This is in reference to invoicing and price. You request that invoices be by learner, but we must calculate how many people will be in the group. Therefore, there is no room for error. For example, if we charge one dollar per hour and there are six learners, it will be six dollars per hour. If there are four learners, it will be four dollars per hour. Therefore, we cannot have the number of learners in a group. Would it be better to base the invoicing on five learners? If not, this becomes very dangerous for us. You are asking us to gamble with our future. The gap is too great.

Answer 112

PWGSC and CSPS have found that a rate per learner is the best solution to meet the needs of departments because they will have to issue call-ups directly to suppliers based on schedules established at the beginning of each standing offer period.

For Phase I (current standing offers for full-time training in the NCR only), CSPS is responsible for course loading and manages all standing offers that are issued by departments, but it will no longer have this responsibility with these RFSOs.

The Offeror is responsible for determining the all-inclusive fixed time rates based on the requirements described in the RFSOs.

Question 113

This question refers to RFSO EN578-093429/C.

With regard to the group of 5 for the number of classrooms, can you change this group of 5 to have more flexibility for filling classrooms?

Answer 113

This requirement was removed in a previous amendment.

Question 114

Can you indicate what was amended in the RFSO amendments?

Answer 114

Yes, we can indicate them. We will see if we can put them in different colours or indicate them in another way.

Question 115

Knowing that the current standing offers will come to term on December 30, 2012, does this mean that the current standing offers will be extended to March 2013?

Answer 115

We intend to extend them. Nothing has been officially signed yet.

Question 116

For the closing date, can you make the dates different? One date for full-time group training, another for part-time group training and another for individual training?

Answer 116

All RFSOs will have the same closing date.

Question 117

If you decide to close the RFSOs one after another and there are amendments after one has been closed, could this affect the RFSOs that have been closed? I would like to see the three closed at the same time.

Answer 117

When the closing date of an RFSO has passed, no further amendments are permitted.

Question 118

Does the pedagogical adviser that we propose have to stay for the duration of the standing offer?
Do we not have the right to change advisers?

Answer 118

The proposed pedagogical advisers should stay with the Offeror for the duration of the standing offers. However, in the case of reasons that are out of the Offeror's control, the Offeror will be able to propose a replacement with similar qualities and experience. Please see clause 2.1.3 – Status and Availability of Resources in Part 5 of the RFSO and clause 2035 08 (2008-05-12) – Replacement of Specific Individuals of General Conditions 2035 (2012-11-19) – General Conditions - Higher Complexity – Services of the Standard Acquisition Clauses and Conditions (SACC) Manual.

Question 119

When a ratio of 3 primary pedagogical advisers to 1 backup pedagogical adviser is required, where in the bid do we indicate the backup?

Answer 119

The names of the primary and backup pedagogical advisers and their qualifications must be indicated in the corresponding technical criteria.

The number of primary and backup pedagogical advisers depends on the work stream for which the offer is submitted.

Question 120

When the primary pedagogical adviser is on vacation, we will be using the backup pedagogical adviser as a replacement. Can another primary pedagogical adviser act as a backup?

Answer 120

The primary pedagogical adviser of a work stream cannot be proposed as a backup pedagogical adviser for the same work stream.

Question 121

If I understand correctly, the standing offers would be in place by April 1, 2013. With regard to the familiarization sessions for teachers and pedagogical advisers, how does your schedule provide for these familiarization sessions, considering the high number of resources who will need these sessions?

Answer 121

We are planning on offering many familiarization sessions that will run simultaneously over a short period of time if the demand is high enough. Part of the familiarization session will be offered on CD, which will enable pedagogical advisers and teaching resources to start their familiarization session and finish it in class.

Question 122

With regard to the RFSO amendments, is it possible to publish a final version that includes all the changes made in the amendments? We are worried about forgetting an amendment or any other wording.

Answer 122

PWGSC will try to indicate the changes in a different colour or use another format for the following amendments.

PART A-2 – QUESTIONS AND ANSWERS

Question 123

We request that the closing date be postponed by at least one week (January 15, 2013, or later) because we cannot put the final touches on our proposals before getting clarifications on the requirements regarding the advisers that we can propose.

According to our calculations, we would need a minimum of 10 more business days to fine-tune the statistical details and the details of the work streams for which we are able to submit a proposal after receiving answers from PWGSC.

Furthermore, our employees have already made travel plans to be with their children and families for the holidays.

Answer 123

The closing date for the RFSOs remains unchanged.

Question 124

For many of the streams in these RFSOs, you will be choosing one offeror per stream. However, you are requesting that the offeror propose the minimum number of learners required for a certain stream while the number of learners indicated in the estimates provided is higher than the minimum capacity. How do you plan to do this if you select an offeror that proposes the minimum to meet the maximum capacity?

Answer 124

The minimum capacity was determined based on the needs of federal institutions while taking into account the requirements defined in the statement of work for each work stream. For example, for group training, the estimates provided in Parts 1 and 3 are expressed in numbers of learners while the minimum capacity required in Part 4 is expressed in numbers of groups. Another factor that was taken into account was the training mode. Therefore, the minimum capacity required for part time cannot be equal to the estimated number of learners, given that part-time training schedules vary from 3 to 15 hours per week, depending on the work stream.

Question 125

In your bid evaluation, to determine price per point, what percentages will be awarded to the technical evaluation and to the financial bid?

Answer 125

50% for the financial evaluation and 50% for the technical evaluation.

Question 126

This question applies to RRSO EN578-093429/E, work streams 7 and 8

This question is PRTC 1.2 - English version

In the point Rated Technical Criterion column, it says:

"Offeror's number of years experience since January 2006 in delivering individual language training in English and/or French on a full-time basis"

but in the Offer Preparation Instructions Column, under point a) it states:

" Start and end dates for full-time language training, i.e. from (month/year) to (month/year) to groups of at least three learners."

In the French version (translated to English) it says under point a) to provide start and end dates for individual language training.

Our question is for PRTC 1.2 a) should the offeror provide information of full-time Individual language training as mentioned in the French version of EN578-093429/E and assume there is a mistake in the English version?

Answer 126

See Amendment 23 to Part B-3, dealing with the changes to RFSO EN578-093429/E.

This question applies to RRSO EN578-093429/C and EN578-093429/E for full-time training

This question refers to Question/Answer 95.

In this criterion, you want us to demonstrate the teacher's experience and see if he or she is qualifying as a pedagogical advisor. So why this criterion is based on learners' experience (number of hours per week and number of weeks of learning) (minimum 16 weeks), rather than the teaching experience of the teacher himself? Where is the logic? In recent years with budget cuts, the industry tends to opt for short-term training rather than long term. For example, in one year, a teacher who taught full-time training, to several students, for 15 weeks (450 hours) cannot take into consideration its experience (according to your criteria) while the teacher no. 2 who taught full-time training to students, for 16 weeks or more qualified, even if teachers 1 and 2 have accumulated the same number of hours at the end of the year.

Answer 127

The criterion assesses the teacher's experience delivering full-time training. As defined in criteria PRTC2.1.2 and 2.2.2, a full-time training is equivalent to a minimum of 16 consecutive weeks and a minimum of 30 hours of teaching per week.

No change to the RFSO.

Question 128

This question applies to RRSO EN578-093429/C and RFSO EN578-093529/E for full-time training

In PRTC 2.1.2 – Teacher’s experience, RFSO C and E.

A teacher who taught full-time course for 20 weeks (20 weeks x 30 hours = 600 hours). For evaluation of total accumulated hours of training, will you consider 600 hours or 480 hours (16 weeks x 30 hours) ?

Answer 128

In PRTC 2.1.2 and PRTC 2.2.2., all experience that meets the criteria requirements will be considered. In your example, the accumulated hours for the total duration of the training (20 weeks) may be considered.

Question 129

This question applies to RRSO EN578-093429/E

On the RFSO, Part I – GENERAL INFORMATION at article 2 – Summary, it is indicated that the service must be offered on the Offeror premises AND at a federal institution. However, on page 5, article 2.2.1, you mention that the service must be offered on the Offeror premises OR at a federal institution. What should we take into account “AND” or “OR”?

Answer 129

All work streams of the EN578-093429/E must be read “on the Offeror premises AND at a federal institution”.

See Amendments 25 to 34 to Part B-3, dealing with the changes to RFSO EN578-093429/E.

PART B-1 – AMENDMENTS TO RFSO EN578-093429/C

Amendment 22

Add the following paragraph to article **16, Setting Aside of Standing Offers and/or Termination of a Call-up for Default**, of Part 7A:

- 16.4** Article 4.0 of Section II, Annex A refers to the Second Language Evaluation (SLE) test which can be administered to test a learner's language proficiency. The SLE test content is confidential, protected by the Public Service Commission, and is subject to Crown copyrights. Any infringement by the contractor, such as the unauthorized collection, retention, use or disclosure of protected test content, may result in a termination of the call-up and or the set-aside of the Standing Offer. For greater certainty, but not limited to, the following actions are considered an infringement:
- Accessing the content of any SLE test, unless authorized by the PSC;
 - Collecting and/or retaining SLE test content, by any means and in any form;
 - Copying, reproducing, translating, distributing or disseminating the content of the SLE tests, in whole or in part, in any form or by any mean;
 - Sharing and/or discussing in any medium any content or information from the SLE tests with others;
 - Asking a third party, which may or may not be a student, to collect SLE test content on rough notes, by pictures, or any other medium for any purpose;
 - Asking a student who has taken an SLE test to share content or information from the test;
 - Encouraging cheating on the SLE tests;
 - Neglecting to take appropriate action as described below in response to any improper practices including cheating in any form and improper collection or dissemination of test content, observed among your students;
 - Using the SLE test content for commercial gain in any form;
 - Using the SLE test content or test information to further any activity that may be unlawful, misleading or malicious, and;
 - Facilitating or encouraging any violation of these terms.

Amendment 23

The instructions of amendment 8 in Part B-1, of Amendment 003 to RFSO EN578-093429/C must be read as follows :

Remove the paragraph of 2.3.1.1a) of MTC 2 – Offeror's Pedagogical Advisors and **replace with :**

ALL OTHER CLAUSES AND CONDITIONS REMAINED UNCHANGED

PART B-2 – AMENDMENTS TO RFSO EN578-093429/D

Amendment 21

Add the following paragraph to article 17, **Setting Aside of Standing Offers and/or Termination of a Call-up for Default**, of Part 7A:

17.4 Article 4.0 of Section II, Annex A refers to the Second Language Evaluation (SLE) test which can be administered to test a learner's language proficiency. The SLE test content is confidential, protected by the Public Service Commission, and is subject to Crown copyrights. Any infringement by the contractor, such as the unauthorized collection, retention, use or disclosure of protected test content, may result in a termination of the call-up and or the set-aside of the Standing Offer. For greater certainty, but not limited to, the following actions are considered an infringement:

- Accessing the content of any SLE test, unless authorized by the PSC;
- Collecting and/or retaining SLE test content, by any means and in any form;
- Copying, reproducing, translating, distributing or disseminating the content of the SLE tests, in whole or in part, in any form or by any mean;
- Sharing and/or discussing in any medium any content or information from the SLE tests with others;
- Asking a third party, which may or may not be a student, to collect SLE test content on rough notes, by pictures, or any other medium for any purpose;
- Asking a student who has taken an SLE test to share content or information from the test;
- Encouraging cheating on the SLE tests;
- Neglecting to take appropriate action as described below in response to any improper practices including cheating in any form and improper collection or dissemination of test content, observed among your students;
- Using the SLE test content for commercial gain in any form;
- Using the SLE test content or test information to further any activity that may be unlawful, misleading or malicious, and;
- Facilitating or encouraging any violation of these terms.

Amendment 22

The instructions of amendment 11 in Part B-2, of Amendment 004 to RFSO EN578-093429/D must be read as follows :

Remove the paragraph of 2.3.1.1a) of MTC 2 – Offeror's Pedagogical Advisors and **replace with :**

ALL OTHER CLAUSES AND CONDITIONS REMAINED UNCHANGED

PART B-3 – AMENDMENTS TO RFSO EN578-093429/E

Amendment 22

Add the following paragraph to article 17, **Setting Aside of Standing Offers and/or Termination of a Call-up for Default**, of Part 7A:

17.4 Article 4.0 of Section II, Annex A refers to the Second Language Evaluation (SLE) test which can be administered to test a learner's language proficiency. The SLE test content is confidential, protected by the Public Service Commission, and is subject to Crown copyrights. Any infringement by the contractor, such as the unauthorized collection, retention, use or disclosure of protected test content, may result in a termination of the call-up and or the set-aside of the Standing Offer. For greater certainty, but not limited to, the following actions are considered an infringement:

- Accessing the content of any SLE test, unless authorized by the PSC;
- Collecting and/or retaining SLE test content, by any means and in any form;
- Copying, reproducing, translating, distributing or disseminating the content of the SLE tests, in whole or in part, in any form or by any mean;
- Sharing and/or discussing in any medium any content or information from the SLE tests with others;
- Asking a third party, which may or may not be a student, to collect SLE test content on rough notes, by pictures, or any other medium for any purpose;
- Asking a student who has taken an SLE test to share content or information from the test;
- Encouraging cheating on the SLE tests;
- Neglecting to take appropriate action as described below in response to any improper practices including cheating in any form and improper collection or dissemination of test content, observed among your students;
- Using the SLE test content for commercial gain in any form;
- Using the SLE test content or test information to further any activity that may be unlawful, misleading or malicious, and;
- Facilitating or encouraging any violation of these terms.

Amendment 23

In the English version of the Attachment 1 to Part 4 – Evaluation Procedures – Work Stream 7 and 8, PRTC 1.2, **Delete** the instruction 1.2a) in the " Offer Preparation Instructions " Column and **replace with**:

a) Start and end dates for full-time **individual** language training, i.e. from [month/year] to [month/year].

Amendment 24

The instructions of amendment 10 in Part B-3, of Amendment 003 to RFSO EN578-093429/E must be read as follows :

Remove the paragraph of 2.3.1.1a) of MTC 2 – Offeror's Pedagogical Advisors and **replace with** :

Amendment 25

At article 2. Summary, of PART 1 – GENERAL INFORMATION, **replace** the second paragraph **with** :

The RMSOs will be for the delivery of full-time and part-time individual second language training, in English and French, on the premises of the Offeror **and** of a federal institution.

Amendment 26

Delete the table of the article 2.2.1 – Maximum Number of Standing Offers to be Issued and Estimated Volume and **replace with** :

Work Stream		Maximum Number of Standing Offers to be Issued	Estimated Volume for Each 12-Month Period.
7	Full-time individual training in French on the Offeror's premises and at a federal institution	3	170 Learners
8	Full-time individual training in English on the Offeror's premises and at a federal institution	1	12 Learners
9	A Part-time individual training in French on the Offeror's premises and at a federal institution	3	711 Learners
	B	1	
	C	1	
	D	1	
10	Part-time individual training in English on the Offeror's premises and at a federal institution	1	189 Learners

Amendment 27

Replace the title of each table in Attachment 1 to Part 3 – Pricing Schedule **with** :

Pricing Schedule - Work Stream 7 Full-time Individual Training in French on the Offeror's Premises and at a Federal Institution

Pricing Schedule - Work Stream 8 Full-time Individual Training in English on the Offeror's Premises and at a Federal Institution
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Pricing Schedule - Work Stream 9A Part-time Individual Training in French on the Offeror's Premises and at a Federal Institution Ottawa/Gatineau Downtown

Pricing Schedule - Work Stream 9B Part-time Individual Training in French on the Offeror's Premises and at a Federal Institution Outaouais/Quebec

Pricing Schedule - Work Stream 9C
Part-time Individual Training in French on the Offeror's Premises
and at a Federal Institution
East/Ontario

Pricing Schedule - Work Stream 9D
Part-time Individual Training in French on the Offeror's Premises
and at a Federal Institution
West/Ontario

Pricing Schedule - Work Stream 10
Part-time Individual Training in English on the Offeror's Premises
and at a Federal Institution

Amendment 28

Delete the table of article 2.1.3 (For work streams in which more than one offer will be issued) **and replace with :**

Work Streams		Maximum Number of Standing Offers to be Issued
7	Full-time individual training in French on the Offeror's premises and at a federal institution	3
8	Full-time individual training in English on the Offeror's premises and at a federal institution	1
9	A B C D Part-time individual training in French on the Offeror's premises and at a federal institution	3
		1
		1
		1
10	Part-time individual training in English on the Offeror's premises and at a federal institution	1

Amendment 29

Replace the title of Attachment 1 to Part 4 – Evaluation procedures **with :**

ATTACHMENT 1 TO PART 4

Evaluation Procedures – Work Streams 7 and 8

Work stream 7: Full-time individual training in French on the Offeror's premises and at a federal institution

Work stream 8: Full-time individual training in English on the Offeror's premises and at a federal institution

Amendment 30

Replace the title of Attachment 2 to Part 4 – Evaluation procedures **with** :

ATTACHMENT 2 TO PART 4

Evaluation Procedure – Work Streams 9A, 9B, 9C, 9D and 10

Work stream 9: Part-time individual training in French at the Offeror's facilities **and** a federal institution

- 9A: training in Ottawa-Gatineau downtown
- 9B: training in Outaouais/Quebec
- 9C: training in East/Ontario
- 9D: training in West/Ontario

Work stream 10: Part-time individual training in English on the Offeror's premises **and** a federal institution

Amendment 31

In the Table of Contents of Annex A – Statement of Work (SOW), SECTION II – WORK STREAMS, **replace** the title of work streams **with** :

Section II - 1 FULL-TIME INDIVIDUAL TRAINING

Work stream 7: Full-time individual training in French at the Offeror's facilities **and** at a federal institution

Work stream 8: Full-time individual training in English at the Offeror's facilities **and** at a federal institution

Section II - 2 PART-TIME INDIVIDUAL TRAINING

Work stream 9: Part-time individual training in French at the Offeror's facilities **and** at a federal institution

- 9A: Training in Ottawa-Gatineau downtown
- 9B: Training in Outaouais/Quebec
- 9C: Training in East/Ontario
- 9D: Training in West/Ontario

Work stream 10: Part-time individual training in English at the Offeror's facilities **and** at a federal institution

Amendment 32

Replace the work streams of the first page of the ANNEX A – SECTION II – WORK STREAMS **with**:

SECTION II – 1 FULL-TIME INDIVIDUAL TRAINING

Work stream 7: Full-time individual training in French on the Offeror's premises **and** at a federal institution

Work stream 8: Full-time individual training in English on the Offeror's premises and at a federal institution

SECTION II – 2 PART-TIME INDIVIDUAL TRAINING

Work stream 9: Part-time individual training in French at the Offeror's facilities and at a federal institution

9A: Training in Ottawa-Gatineau downtown

9B: Training in Outaouais/Quebec

9C: Training in East/Ontario

9D: Training in West/Ontario

Work stream 10: Part-time individual training in English at the Offeror's facilities and at a federal institution

Amendment 33

Replace the title of ANNEX A – SECTION II – 1 with :

ANNEX A – SECTION II - 1

FULL TIME INDIVIDUAL TRAINING

Work stream 7: Full-time individual training in French on the Offeror's premises and at a federal institution

Work stream 8: Full-time individual training in English on the Offeror's premises and at a federal institution

Amendment 34

Replace the title of ANNEX A – SECTION II – 2 with :

ANNEX A – SECTION II - 2

PART TIME INDIVIDUAL TRAINING

Work stream 9: Part-time individual training in French at the Offeror's facilities and at a federal institution

9A: Training in Ottawa-Gatineau downtown

9B: Training in Outaouais/Quebec

9C: Training in East/Ontario

9D: Training in West/Ontario

Work stream 10: Part-time individual training in English at the Offeror's facilities and at a federal institution

ALL OTHER CLAUSES AND CONDITIONS REMAINED UNCHANGED