

Solicitation No. - N° de l'invitation

EC095-140003/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct014

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

EC095-140003

MCT-4-37034

This page is left blank. See attached documents.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Former Public Servant
4. Enquiries - Request for Standing Offers
5. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Issuance of a Standing Offer
2. Additional Certifications Required Precedent to Issuance of a Standing Offer

PART 6 – FINANCIAL AND INSURANCE REQUIREMENTS

1. Financial Capability
2. Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Identified Users
8. Call-up Procedures
9. Call-up Instrument
10. Limitation of Call-ups
11. Priority of Documents
12. Certifications
13. Applicable Laws

B. RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Proactive Disclosure of Contracts with Former Public Servants
5. Payment
6. Invoicing Instructions
7. Insurance Requirements
8. SACC Manual Clauses

List of Annexes:

- | | |
|-----------|--|
| Annex A - | Statement of Work |
| Annex B - | Profile of the Offeror |
| Annex C - | Basis of Payment |
| Annex D - | List and Profile of proposed personnel |
| Annex E - | Insurance Requirement |
| Annex F - | Business Volume Report |
| Annex G - | Technical Evaluation Criteria |
| Annex H - | Selection Method |

TITLE: FRENCH LANGUAGE TRAINING – ATLANTIC REGION

PART 1 - GENERAL INFORMATION

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 | 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:

- | | |
|-----------|--|
| Annex A - | Statement of Work |
| Annex B - | Profile of the Offeror |
| Annex C - | Basis of Payment |
| Annex D - | List and Profile of proposed personnel |
| Annex E - | Insurance Requirement |
| Annex F - | Business Volume Report |
| Annex G - | Technical Evaluation Criteria |
| Annex H - | Selection Method |

2. Summary

Request to establish Regional Master Standing Offer(s) for the provision of French Language Training Services to various Federal Government Departments and Agencies located in Atlantic Canada. The services may be requested either at the offeror's site or the client's site, on an "as and when requested" basis, during the period from October 1, 2014 to September 30, 2015, with a provision to extend the duration for an additional one year period thereafter. Canada intends to issue multiple Standing Offers based on technical compliance, province and location where the

training will be provided and price for the services offered. Offerors may submit offers for one or several types of services and for one or more of the serviced regions.

For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT).

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,

PART 2 - OFFEROR INSTRUCTIONS

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 (2014/03/01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days
Insert: one hundred twenty (120) business days

1.1 SACC Manual Clauses

SACC Reference	Section	Date
M0019T	Firm Price and/or Rates	2007/05/25

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, **transmission of offers by facsimile to PWGSC will NOT be accepted.**

3. Former Public Servant

Former Public Servant - Competitive Requirements

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.

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.

(Derived from - Provenant de: M3025T, 2013/11/06)

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.

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 New Brunswick.

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

1. Offer Preparation Instructions

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

Section I: Technical Offer (2 hard copies)
Section II: Financial Offer (1 hard copy)
Section III: Certifications (1 hard 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 that of the Request for Standing Offers.

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](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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 the Annex C, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1. Technical Evaluation

Offers will be filed and evaluated in relation to the type(s) of service for which the offerer submits and offer, in agreement with the Annex G, Technical Evaluation Criteria.

1.1.1 Mandatory Technical Criteria

The Mandatory Technical Criteria are included in the Annex G, Technical Evaluation Criteria.

1.1.2 Point Rated Technical Criteria

The Point Rated Technical Criteria are included in the Annex G, Technical Evaluation Criteria.

1.2 Financial Evaluation

The financial offers will be evaluated in relation to the type(s) of service and the location for which the services the offer is submitted.

1.2.1 Firm all inclusive rate offer

Offerors must offer a firm all inclusive rate for each type of service and each location for which the services the offer is submitted, in accordance with the Annex C, Basis of Payment.

1.2.2 SACC Manual Clauses

SACC Reference	Section	Date
M0220T	Evaluation of Price	2013/04/25

2. Basis of Selection

The basis of Selection is detailed in Annex H, Selection Method.

PART 5 - CERTIFICATIONS

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, 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 may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required Precedent to Issuance of a Standing Offer

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

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 Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

2. Additional Certifications Required Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

2.1 Status and Availability of Resources

SACC Reference	Section	Date
M3020T	Status and Availability of Resources	2010/01/11

2.2 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

(Derived from - Provenant de: M3021T, 2007/07/16)

PART 6 – FINANCIAL AND INSURANCE REQUIREMENTS

1. Financial Capability

SACC Manual clause M9033T (2011/05/16) Financial Capability

2. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex E.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

(Derived from - Provenant de: M9015T, 2011/05/16)

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirement

There is no security requirement applicable to this Standing Offer.

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.

3.1 General Conditions

2005 (2014/03/01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Periodic Usage Reports - Standing Offer

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

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

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

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

(Derived from - Provenant de: M7010C, 2012/07/16)

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from October 1, 2014 to September 30, 2015 inclusive.

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 one year period, from October 1, 2015 to September 30, 2016 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.

(Derived from - Provenant de: M9014C, 2008/05/12)

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Charline MacDonald
Title: A/Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 1045 Main Street, Unit 108
Moncton, New Brunswick
E1C 1H1

Telephone: (506) 851-6067
Facsimile: (506) 851-6759
E-mail address: Charline.MacDonald@pwgsc-tpsgc.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.

5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

5.3 Offeror's Representative (Offeror please complete)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

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.

(Derived from - Provenant de: A3025C, 2013/03/21)

7. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S., 1985, c. F-11.

8. Call-up Procedures

When issuing a call-up against the standing offer, the identified user will proceed as follows to determine to which standing offer holder to issue a call-up against a standing offer:

- a) Identify and define the requirement, particularly the nature of the service required (which course), the geographic location (province, municipality) where the course will be delivered, and the choice between the offerors' site and client's site for the point of delivery of the course;
- b) Approach the Offeror of the lowest priced standing offer for the required service to determine if the requirement can be satisfied as defined; and
- c) If the highest ranked offeror is able to meet the requirement, the call-up is made against its standing offer. If that offeror is unable to meet the requirement, the authorized call-up authority will approach the Offeror of the next ranked Standing Offer for the required services. The authorized call-up authority will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. Where the highest ranked offeror is unable to fulfill the need, the authorized call-up authority is required to document his/her file appropriately. The resulting call-ups are nonetheless considered competitive and the competitive call-up authorities can be used.

9. 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, or electronic document.

10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$85,000.00 (Note: This requirement is exempt from Goods and Services Tax or Harmonized Sales Tax).

11. 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 (2014/03/01), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010B (2014/03/01), General Conditions - Professional Services (Medium Complexity);

- e) Annex A, Statement of Work;
- f) Annex B, Profile of the Offeror;
- g) Annex C, Basis of Payment;
- h) Annex E, Insurance Requirement;
- i) Annex F, Business Volume Report; and
- j) the Offeror's offer dated _____ .

12. Certifications

12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). 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. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12.2 SACC Manual Clauses

SACC Reference	Section	Date
M3020C	Status and Availability of Resources	2010/01/11

13. 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 **New Brunswick**.

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.

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010B (2014/03/01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15, Interest on Overdue Accounts, of 2010B (2014/03/01), General Conditions - Professional Services (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Period of the Contract

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

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.

(Derived from - Provenant de: A3025C, 2013/03/21)

5. Payment

5.1 Basis of Payment

Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex C, to a limitation of expenditure of \$_____ [\(insert the amount at contract award\)](#). Customs duties are included and Applicable Taxes are extra.

(Derived from - Provenant de: C0206C, 2013/04/25)

5.2 Limitation of Price

SACC Manual clause C6000C (2011/05/16) Limitation of Price

5.3 Method of Payment

SACC Reference	Section	Date
H1008C	Monthly Payment	2008/05/12

5.4 SACC Manual Clauses

SACC Reference	Section	Date
A9117C	T1204 - Direct Request by Customer Department	2007/11/30
C2000C	Taxes - Foreign-based Contractor	2007/11/30

5.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

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.

Each invoice must be supported by:

- (a) Supplier's name, address and other contact information;
- (b) "Ship to" (Address from call-up);
- (c) Consignee code from call-up (only required when available from call-up);
- (d) Supplier Standing Offer number (starting with "EC095-140003");
- (e) Federal Department/Agency's requisition (purchase order) number from call-up;
- (f) Federal Department/Agency's financial coding from call-up;
- (g) Period in which courses were provided;
- (h) Courses provided;
- (i) Total payable, based on the Basis of Payment;
- (j) a copy of time sheets to support the time claimed; and
- (k) if applicable, a copy of the invoices, receipts, vouchers for all direct and all travel and living expenses.

2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

(Derived from - Provenant de: H5001C, 2008/12/12)

7. Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex E. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

(Derived from - Provenant de: G1001C, 2013/11/06)

8. SACC Manual Clauses

SACC Reference	Section	Date
A2000C	Foreign Nationals (Canadian Contractor)	2006/06/16
A2001C	Foreign Nationals (Foreign Contractor)	2006/06/16
A9068C	Government Site Regulations <i>(only for services offered in federal government facilities)</i>	2010/01/11
B9028C	Access to Facilities and Equipment <i>(only for services offered in federal government facilities)</i>	2007/05/25
C0711C	Time Verification	2008/05/12

ANNEX "A"

STATEMENT OF WORK

Definitions

1. **Call-up Against a Standing Offer:**
A call-up against a Standing Offer is an acceptance of the offer to the extent of the services being ordered, and also serves as notification to the Supplier, detailing the required services rendered. A separate contract is entered into each time a call-up is made against a Standing Offer.
2. **Official Languages of Canada:**
The Official languages of Canada are English and French.
3. **Basic Course:**
A basic course is a mandatory course for students who must attain a specific level.
4. **Developmental Course:**
A developmental course is a course for students who have already attained a level and who wish to improve their knowledge.
5. **Immersion Course:**
An immersion course is a course given in residence in an environment primarily speaking the targeted language. It normally consists of approximately 35 hours of training and 20 hours of other activities distributed over at least six days. However, there are different formulas for designing an immersion course.
6. **Special Module:**
A special module is considered to be a specialized course of a predetermined duration for which materials have already been developed (off-the-shelf) and which is provided at a flat rate per module per student.

Background

In its role as the central purchasing agency, Public Works and Government Services Canada (PWGSC) is requesting offers for the provision of French language training services, as and when requested by identified users of the Federal Government Departments and Agencies in Atlantic Canada.

One method of supply used by PWGSC to satisfy the requirements of Identified Users is to arrange with Offerors to submit a Standing Offer to provide goods, services, or both, to the federal government during a specified period. The Identified Users to be served are then delegated purchasing authority by PWGSC and may access the source of supply directly, as and when requested, by issuing "call-ups" (which are in fact detailed acceptances of the offer) detailing the exact quantities of goods or level of services they wish to order from the Offeror at a particular time during the effective period of the Offeror's offer and in accordance with the predetermined conditions.

This method of supply is particularly useful in acquiring frequently ordered commercially and non-commercially available goods or services when the total volume or value of goods or level of services that may be required by one or more Identified Users can be estimated beforehand, but it is not possible at the outset to identify the exact requirements for any given user at a specific time in the future.

Inasmuch as PWGSC, during the period stated in the Request for a Standing Offer (RFSO), foresees a potential need for goods or services, or both, the Offeror is hereby invited to provide PWGSC with a Standing Offer.

Services

At the request of the identified users, the supplier will provide French language training services at the Supplier's site and/or at the Client's site. Please note that when submitting a price for services at the vendor's site, it is understood the vendor's site where the related services are to be provided must be located in the region for which the services are offered. For example, if a vendor offers services at his/her site for clients located in Prince Edward Island, any subsequent services will have to be delivered in Prince Edward Island. Should the same vendor also offers for example services at his/her site for clients located in New Brunswick, any subsequent services will then have to be delivered in New Brunswick.

1. Courses

The Supplier must provide for each course the information requested in Annex B, Supplier Profile.

The French Language training courses include:

- Basic/Developmental
- Special modules
- Immersion at Supplier's site.

The trainers must have a thorough command of the official language in which a course is taught.

2. Schedule of Courses

The Supplier must provide instructions in accordance with a schedule established and agreed to between the Supplier and the Project Authority stated in the call-up document.

The schedule will be flexible to meet the requirements of the client as approved by the Project Authority.

The Project Authority retains the right to adjust the schedule.

3. Testing

The Supplier must administer diagnostic and placement tests as well as progress tests as requested by the Project Authority. However, these tests can also be given by the Project Authority.

4. Number of Hours/Courses

The Project Authority will only guarantee a number of hours and size of a student group when setting up a group. These details will be set out in a call-up against the Standing Offer. Private courses may also be called up for students having been authorized.

5. Progress

Progress of the work will be monitored by the Project Authority. When deemed necessary, meetings to evaluate progress can be called by the Project Authority or the Supplier.

6. Cancellation

Without restricting any other term or condition, it is understood that there will be no charge for cancelled basic and improvement courses and special courses with a 24 hour notice given by the client.

7. Withdrawal of Students

The Project Authority can withdraw students from a course when deemed necessary. If the Supplier believes that a student should be withdrawn, such action must be discussed with and receive the prior approval of the Project Authority.

8. Reports

8.1 Monthly Reports

The Supplier shall provide to the Standing Offer/Contracting Authority a monthly Business Volume Report per client covering all business (total billing) done with the federal government against the standing offer, in accordance with the Report format included in Annex F. The reports shall be submitted within fifteen (15) days after the period ending on the period covered by the report.

In order to allow a consistent monitoring by PWGSC, the Supplier shall also submit a report when no business has been done with the federal government (NIL report).

The report must include the report period, vendor code, the department or agency, and the total billing.

Failure to provide the deliverables required shall be grounds for Canada to cease utilizing the Standing Offer.

8.2 Reports requested by the Project Authority

On a monthly basis, the Supplier will provide the Project Authority or PWGSC a report detailing the progress, attendance, utilization, etc. as requested.

The Supplier shall provide at no additional cost to Canada, the deliverables, documents and reports (such as course evaluation completed by participants) required by the authorized users.

9. Unsatisfactory Services

All services rendered are subject to evaluation within a reasonable time from commencement on the basis of quality and adherence to the client organisation's schedule and standards. Personnel assigned must be capable of performing assignments at a level of competence deemed acceptable by the Customer.

Should personnel be unsuitable, the Project Authority will verbally request the Supplier to replace such personnel followed up with a written notice to the Supplier. The Supplier will have two (2) days from receipt of verbal request to provide a suitable replacement. If the Supplier is unable to provide a suitable replacement further services to Canada for that particular requirement may be terminated at no cost to Canada and Canada will not pay for any unsatisfactory services. The Supplier is to monitor its employees to ensure satisfactory performance and that progress of the task is maintained to the satisfaction of the Project Authority. All costs incurred by a Supplier to rectify the situation will be at the Supplier's expense.

The Project Authority may at any time require that a teacher or a counselor assigned to a program be replaced. When such request is made, the Project Authority must report it to the Standing Offer administrative authority identified in the Regional Master Standing Offer.

10. Replacement of Personnel at the Supplier's request

The Supplier shall provide the services of QUALIFIED trainers to perform the work required. If the trainer assigned to the call-up has to be replaced for reasons which are beyond the Supplier's control the Supplier shall be responsible for providing a qualified replacement who shall be of similar ability and attainment. Such occurrence will not warrant an extension of the completion of the call-up unless the extension is authorized by the Project Authority.

11. Supplier's installation

In cases where the training is offered at the supplier's facility, the offeror will have to supply a facility with standard current building features and that has at least: one classroom that measures at least 8' x 8', is furnished with a table and chair for the student, has a window, a washroom for males and females, and access to drinking water.

Each language-training classroom (on the suppliers' premises) shall have the following dimensions based on the number of participants in the language training (each of the following takes into account the presence of a teacher):

1 learner	70 square feet
2 learners	100 square feet
3 or 4 learners	170 square feet
5 or 6 learners	235 square feet
7 or 8 learners	300 square feet
9 or 10 learners	365 square feet
11 or 12 learners	430 square feet

Canada reserves the right to inspect classrooms five working days before the beginning of training and at any other moment during the training.

11.1 Installation for full time training only

1. Each classroom shall have a table or desk per learner with a work surface approximately thirty (30) inches wide and twenty-four (24) inches deep in order to make more efficient use of the minimum space required for each classroom.

2. Each classroom shall have ergonomic office chairs on five casters, with pneumatic adjustment for chair height, chair tilt adjustment for the seat and back, and armrests (whose height can preferably be adjusted).

3. Each classroom shall make the following materials (2005 editions or more recent) available to the teachers and learners:

- a French dictionary (Petit Robert or Larousse illustré);
- a French/English dictionary (Harraps or Collins Robert);
- a French grammar (Précis de grammaire by Maurice Grevisse or Jacqueline Olivier); and
- a Bescherelle conjugation manual.

4. Each classroom shall have the following equipment:

- a multimedia projector with XGA resolution and luminosity between 2200 and 3500 lumens;
- a 70 x 70 inch wall screen for a projector;
- a computer meeting the specifications described in the next paragraph;

- PC compatible computer Pentium 2 GHz;
- Windows 2000, XP or Vista;
- 500 Mb of RAM for 2000 and XP, 2 Gb of RAM for Vista;
- 60 Gb hard disk storage;
- Video card with screen resolution of at least 800 x 600;
- 16-bit sound card with speakers;
- Quick Time Player;
- Flash Player;
- Java;
- DVD drive;
- Internet Explorer 6.x or more recent or Firefox 3.x or more recent;
- Headphones and microphone; and
- Printer, ink and paper (however, it is acceptable if the supplier has only one printer with enough ink and paper to serve several classes and with the printer set up outside the classrooms).

5. The supplier shall have at least one rest area or lounge with a private telephone available for use by the learners. The rest area or lounge shall be located in the same facility as the classrooms.

6. In each of its classroom facilities, the supplier shall have food service facilities where food can be prepared. In addition, the supplier shall provide an area reserved for eating and make the following items available for use by the learners:

- at least one microwave oven; and
- tables and chairs (in the eating area).

7. The supplier shall have a meeting room (able to accommodate two to three people) for each group of learners. This meeting room shall be located in the same facility as the classrooms. The meeting room shall have a work table, chairs and a telephone. The meeting room and rest area / lounge may be the same room.

8. In the same facility as the classrooms, a men's washroom shall be made available for every 30 men and a women's washroom for every 25 women. However, if less than 10 people are taking the training; a unisex washroom will be acceptable.

12. Other Obligations

a. Publication of the Standing Offer

Each authorized Regional Master Standing Offer information will be available to all Material Managers in Atlantic Canada. The information will contain all the terms and conditions, the supplier's profile, courses offered and rates.

This information is subject to access under the Access to Information Legislation (AIL) and accordingly, PWGSC is unable to safeguard or maintain its confidentiality.

b. Additional Audit

In addition to the regular audits which can be performed under the provisions of the Standing Offer, the offeror agrees that at any time in the duration of the Standing Offer, PWGSC reserves the right to evaluate the competency of the supplier. Then, the supplier MUST supply the following for training course(s) chosen within 5 working days after notification:

The training objectives

- Course schedule
- Lesson plans indicating the percentage of time allotted to theoretical and practical learning
- Pedagogical tools
- The source of the material used
- Instructor's manual and Participant's manual
- An example of the reports submitted to the client

Failure to comply with the above may result in your standing offer being set aside.

c. Inspection

The training program (s), the qualifications and conduct of the teaching staff, the facilities, the equipment, materials and services provided under the Standing Offer may be subject to periodic inspections and will be to the satisfaction and acceptance of the Project Authority specified in each call-up or of the Contracting Authority's representative. upon request, the Project Authority, or his/her authorized representative, will be allowed to observe and assess training sessions

d. Supplier profile file maintenance

The supplier must maintain its profile file up to date from the standing offer issue date; also it must submit to the standing offer administrative authority all changes made during the standing offer period.

ANNEX "B"
PROFILE OF THE OFFEROR

PROFILE of ORGANIZATION:

Legal Name of Firm: _____
Operating Name: _____
Mailing Address: _____

Contact person for scheduling courses: _____
Telephone No.: _____
Facsimile No.: _____
Toll Free Telephone No.: _____
Toll Free Facsimile No.: _____
E-mail Address: _____

PROVINCE(S) FOR WHICH SERVICES ARE OFFERED:

New Brunswick	Yes _____	No _____
Nova Scotia	Yes _____	No _____
Prince Edward Island	Yes _____	No _____
Newfoundland and Labrador	Yes _____	No _____

Supplier's Locations where training will be offered:

Address:	City	Province
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Years in Business: _____ years

Employee Statistics

Full Time Trainers: _____
Part Time Trainers: _____
Full Time Pedagogical Counsellors: _____

French Courses Offered

Basic / Developmental: Yes ____ No ____
Special Modules: Yes ____ No ____
Immersion Courses Yes ____ No ____

Company History

Submit on separate sheet: ____

Services Offered

Free Parking: Yes ____ No ____
Parking: Yes ____ No ____
Training centre accessible by public transportation: Yes ____ No ____
No-smoking classrooms available: Yes ____ No ____
Non-smoking lounge for students available: Yes ____ No ____
Smoking lounge for students available: Yes ____ No ____
Restaurant facilities in the near vicinity: Yes ____ No ____
Telephone available for students use: Yes ____ No ____
Post training telephone support line available: Yes ____ No ____ ;

If Yes, provide number: Number _____

Accessibility for physically handicapped people: Yes ____ No ____ ;

If yes, please check hereunder where applicable:

- ____ Limited Accessibility: A person with a disability can access and use the facility only if assistance is provided in dealing with steps, curbs, doors, elevators, washrooms and telephones.
- ____ Basic Accessibility: The building's features permit a person with a disability to use all of the facilities mentioned above without assistance.
- ____ Full Accessibility: The building's features referred to above meet the Canadian Standards Association's Barrier-Free Design Standard CAN/CSA-B651-M90 for accessibility. Minor variances to the Standard are acceptable provided they do not limit access or use of a facility.

BASIC /DEVELOPMENTAL COURSES:

Group format	Client's Site	Supplier's Site
	Firm Hourly Rate	Firm Hourly Rate
One person	Yes ____ No ____	Yes ____ No ____
Group (2-4 per group)	Yes ____ No ____	Yes ____ No ____
Group (5-10 per group)	Yes ____ No ____	Yes ____ No ____
Group (11+ per group)	Yes ____ No ____	Yes ____ No ____
Testing	Yes ____ No ____	Yes ____ No ____

Methods used during the courses:

ANNEX "C" **BASIS OF PAYMENT**

Offerors must submit maximum, all inclusive, rates for the duration of the standing offer. Reductions may be offered to Client's for a variety of reasons; for example, large volume of courses being called up.

If service(s) are offered for more than one Province, the offeror is requested to include a Basis of Payment for each Province for which services are offered. Where an offer is made for more than one Province and only one Basis of Payment is received with the offer, this Basis of Payment will be applied for all Provinces for which the offer is submitted.

The Basis of Payment is offered for the following Province(s):

- _____ New Brunswick
- _____ Nova Scotia
- _____ Newfoundland and Labrador
- _____ Prince Edward Island

The rates MUST be in the format requested. If the rates schedule provided by the Supplier do not correspond to the format requested, the rates will not be published in the catalogue, as the offer will be considered non-responsive.

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work in accordance with the authorized rates and prices listed herein.

Incurring of Cost:

No costs incurred before receipt of a signed PWGSC-TPSGC 942, "Call-up against a Standing Offer" from the Identified Users can be charged to any resulting contract.

RATES FOR OFFICIAL LANGUAGE COURSES:

The rates offered include all normal expenses incurred in providing the services including, but not limited to travel and living expenses, course preparation, word processing, reports, evaluation, photocopying, courier services, management of diagnostic tests, course revision and telephone calls.

BASIC /DEVELOPMENTAL COURSES:

Group format	Client's Site	Supplier's Site
	Firm Hourly Rate	Firm Hourly Rate
Private	\$_____ per student	\$_____ per student
Group (2-4) (per group)	\$_____ per group	\$_____ per group
Group (5-10) (per group)	\$_____ per group	\$_____ per group
Group (11+) (per group)	\$_____ per group	\$_____ per group
Testing	\$_____ per student	\$_____ per student

IMMERSION:

Firm price **per session per student, including** room, board and socio-cultural activities:

\$_____ per session

Firm price **per session per student, excluding** room, board and socio-cultural activities:

\$_____ per session

Number of hours for training per session: _____ hour(s)

Number of hours for activities per session: _____ hour(s)

Length of session: _____ weeks

SPECIAL MODULES (S.M.):

S.M. 1

Course Title : _____

Brief course description: _____

List of materials supplied: _____

Additional materials required: _____

Length of course: _____ hours/ _____ days/ _____ weeks

Maximum of students: _____ student(s)

Client's Site - cost: \$_____

Supplier's Site - cost: \$_____

Other S. M. :

Repeat the format of S.M. 1. for each additional S.M.

COURSE MODIFICATION SERVICES:

The Supplier will alter an existing course to suit the client's needs, if requested by the client, at a firm rate of \$ _____ / hour.

Travel and Living Expenses under Special Circumstances

Unless otherwise stated, Travel and Living Expenses are included in the rates and prices quoted by the offeror. Under special circumstances and at the specific request of the Project Authority the Supplier may be required to travel throughout the Atlantic Provinces. In this case, the following will apply:

- The Supplier will be paid for authorized reasonable and proper travel and living expenses incurred in the performance of the work, without any allowance therein for overhead or profit, and these costs will be reimbursed in accordance with the **Travel Directive** in effect at time of travel (<http://www.njc-cnm.gc.ca/directive/index.php?did=10&lang=eng&merge=2>). Travel time will not be paid.
- All payments are subject to Government Audit.
- All travel must have prior authorization of the Project Authority.

IMMERSION PROGRAM OFFERED:

Yes ____ No ____

If yes:

Including room, board and socio-cultural activities: Yes ____ No ____:

Excluding room, board and socio-cultural activities: Yes ____ No ____

Number of hours for training per session: _____ hour(s)

Number of hours for activities per session: _____ hour(s)

Length of session: _____ weeks

SPECIAL MODULES (S.M.):

S.M. 1

Course Title : _____

Brief course description: _____

List of materials supplied: _____

Additional materials required: _____

Length of course: _____ hours / ____ days/ ____ weeks

Maximum of students: _____ student(s)

Client's Site: Yes ____ No ____

Supplier's Site : Yes ____ No ____

Other Special Module (S.M.): Repeat the format of S.M.1 for each additional S.M.

COURSE MODIFICATION SERVICES:

The Supplier will alter an existing course to suit the client's needs, if requested by the client:

Yes ____ No ____

ANNEX "D"
LIST AND PROFILE OF PROPOSED PERSONNEL

1. List of proposed personnel:

The offeror will provide a complete list showing the names of each person proposed.

2. Individual grid

For EACH person proposed, the offeror will submit with the bid, the following grid completed. The Standing Offer administrative authority may request documents from the offeror to support this information, in which case this information must be made available within one (1) working day from receipt of such a notice. The Bidder may either complete the following table or provide the information requested in a similar format. The Bidder is responsible to ensure that the information provided is complete and accurate.

A	Name of the person proposed	_____
B	The person is proposed as a qualified teacher or as an educational consultant	<input type="checkbox"/> Qualified teacher; or <input type="checkbox"/> Educational consultant
C	Employment Status	<input type="checkbox"/> Full-time; or <input type="checkbox"/> Part-time; or <input type="checkbox"/> Other, specify: _____
D	Offeror's employee:	<input type="checkbox"/> Yes; or <input type="checkbox"/> No If not, does the Offeror has the written permission of the person to propose this name? <input type="checkbox"/> yes; or <input type="checkbox"/> no (Refer to the clause titled "Status and Availability of Resources")
E	Education: The Bidder certifies the teacher meets the requirements of Annex A, - Statement of Work, and of the mandatory requirements of the proposed personnel in Annex G, Evaluation Criteria.	<input type="checkbox"/> Yes; or <input type="checkbox"/> No
F	Number of year delivering language training	_____ year(s)
G	References for the proposed person:	Name: _____ Employer: _____ Telephone No.: _____

Offeror's Name: _____

Signature of the Authorized Representative: _____

ANNEX "E"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) Not applicable
- (o) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- (p) Not applicable
- (q) Not applicable
- (r) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

(Derived from - Provenant de: G2001C, 2008/05/12)

ANNEX "F"
BUSINESS VOLUME REPORT

**REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT
DEPARTMENTS AND AGENCIES FOR FRENCH LANGUAGE TRAINING SERVICES**

RETURN TO:

Public Works and Government Services Canada
Acquisitions Branch
Attention: Charline MacDonald
1045 Main Street, Lobby C, Unit 108
Moncton, NB E1C 1H1

OR by e-mail to: Charline.MacDonald@pwgsc-tpsgc.gc.ca

Supplier: _____				
Standing Offer No.: _____				
Report for the period ending : _____				Department or Agency: _____
BASIC/DEVELOPMENTAL COURSE				TOTAL BILLING
Number of students				
1	2-4	5-10	11+	\$
IMMERSION				
Number of students				
1	2-3	4-6	7+	\$
SPECIAL MODULES				
Title of modules				
GRAND TOTAL				\$
Nil report: We did not do any business with the Federal Government during that period.				Check here _____
Prepared by: _____				
Telephone No.:	_____			
E-mail Address:	_____			
Facsimile No.:	_____			
Signature: _____				

ANNEX "G"
TECHNICAL EVALUATION CRITERIA

Your offer must be concise and must address, but not necessarily be limited to, the points that are subjected to the mandatory and point rated requirements of Annex, Technical Evaluation Criteria, against which the offer will be examined. The offer will be evaluated solely on its content.

In order to facilitate the evaluation of your offer, you are requested to address and present topics in the order of mandatory requirements, under the same headings. To avoid duplication, you may refer to different sections of your offer by identifying specific paragraph and page number, when the subject topic has already been addressed. The offer will be evaluated solely on its contents. No changes will be accepted following the bid closing date and time. The Crown may invoke its rights as detailed in the Rights of Canada, at its own discretion.

Suppliers offering language training services must demonstrate that they meet the **mandatory requirements** detailed herein. Offers which fail to meet the following **mandatory requirements** will be deemed non-responsive and given no further consideration:

MANDATORY REQUIREMENT

1. The bidder **MUST** provide with the bid a duly completed copy of the following:
 - a) Annex D, List and profile of proposed personnel
 - b) Annex B, Supplier profile
 - c) Annex C, Basis of payment (Rates for courses **MUST** be offered in the format requested.)
 - d) Annex G, Mandatory requirements (**hereunder**)
2. Personnel Qualifications
 - 2.1 Teaching Requirements (where the supplier is a teacher; otherwise, this refers to the supplier's teachers and education consultants)
 - A. Have at least one thousand hours (1,000 hours) over the past two (2) years of adult language teaching.

Check the applicable option: (please indicate if above is MET or NOT MET)

 - i) MET _____
NOT MET _____ (please indicate if above is MET or NOT MET)
 - ii) Provide at least three references from clients (and current telephone numbers) for whom you acted as an independent contractor.
 - B. **EACH** of the proposed teachers must meet the following mandatory professional requirements:
 - i) A Bachelor's(minimum) degree from a Canadian* recognized university with specialization in education, linguistics, arts, literature or a related field and two (2) years' experience teaching in the corresponding field;

OR

- ii) 2,500 hours' experience over the past seven (7) years in adult language teaching.

This must be demonstrated for each of the proposed teachers.

- 2.2 Education Consultants (*if proposed by the offeror*) - must have, in addition to a Bachelor's (minimum) degree from a recognized Canadian* university with specialization in education, linguistics, arts, literature or a related field, at least:

- (i) 5,000 hours' experience in adult language teaching

AND

- (ii) two (2) years' experience as an education consultant.

This must be demonstrated for each of the proposed education consultant.

* In cases where studies were completed at an institution outside Canada, only a document certifying Canadian equivalence issued by an institution accredited for ascertaining Canadian equivalence will be accepted.

For each person proposed by the offeror:

This must be demonstrated for the Education Consultants. The chart below is to assist in demonstrating the University Training and the Experience of the Education Consultant(s).

Relevant University Training:

Title	Institution	Year
<i>(add lines or pages if necessary)</i>		

Professional Experience Related to Language Training:

TO ADULTS

Institutions	Years	Number of Hours
<i>add lines or pages if necessary</i>		

AT THE PRIMARY OR SECONDARY LEVEL

Institutions	Years	Number of Hours
<i>(add lines or pages if necessary)</i>		

POINT RATED CRITERIA

An overall score of 70% must be achieved for the following point rated criteria:	MAXIMUM POINTS
<p>1. Experience in co-ordinating and delivery of language training services. <u>The offeror will describe</u> your experience in co-ordinating and delivering language training services, in relation to the items below:</p> <ul style="list-style-type: none"> • Have you ever applied criteria for placing students in groups? Yes ____ No ____ • Do you have established bookkeeping, recruitment and staff development systems? Yes ____ No ____ • Do you have computer systems for recording attendance, progress and student results? Describe your system. Yes ____ No ____ 	20 points
<p>2. Experience in developing or assembling teaching material. Describe your experience in developing or assembling teaching material.</p>	20 points
<p>3. Experience in analysing language needs. Describe your experience and methods.</p>	15 points
<p>4. Experience in analysing learning needs. Describe your experience and methods.</p>	15 points
<p>5. Experience in developing training plans. Describe your experience and methods.</p>	10 points
<p>6. Experience in developing tests. Describe your experience and methods.</p>	10 points
<p>7. Experience in evaluation tests. Describe your experience and methods.</p>	10 points
TOTAL MAXIMUM POINTS	100 points

ANNEX "H" **BASIS OF SELECTION**

Basis of Selection - Minimum Point Rating

1. To be declared responsive, an offer must:
 - (a) comply with all the requirements of the Request for Standing Offers (RFSO); and
 - (b) meet all mandatory technical evaluation criteria, as detailed in Annex H, Technical Evaluation Criteria, herein; and
 - (c) obtain the required minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating, as detailed in Annex H, Technical Evaluation Criteria, herein. The rating is performed on a scale of 100 points .
2. Offers not meeting (a) or (b) or (c) above will be declared non-responsive.
3. The responsive offers will then be subject to the a final selection of Suppliers and courses, which will be done as detailed hereunder.

Selection of acceptable courses. Acceptability of rates for Basic/Developmental Courses.

Valid offers for each Basic/Developmental courses (these courses have distinct definitions but must be supplied at the same rate) will be subject to a two step assessment which will be done separately for each Atlantic province and separately for client and supplier locations. Reasonable rates for special modules and immersion courses will be authorized without a rate assessment. The process, which will determine which rates will be accepted or rejected, consists of the following steps:

Step 1: Initial Screening of rates

The average rate of all rates quoted for each course, delivered in the specified Atlantic province, will be calculated. A distinct average will be determined for each course by final delivery point (i.e. client or supplier premises) e.g. Basic/Developmental course delivered in the Province of Nova Scotia at the suppliers' premises. The average rate is the addition of the rates quoted for each course divided by the number of suppliers who submitted rates for each course. Two limits will be established as follows:

Limit "A"	Calculated average less 10% (90% of the average);
Limit "B"	Calculated average plus 20% (120% of the average).

Rates which fall under limit "A" will be set aside until the final result step. Rates which are over limit "B" will be rejected. The rates which are in between these two limits will be used in the calculation of step 2.

Step 2: Final Screening of Rates

A new average will be calculated using the rates remaining from the initial screening (rates that have not been set aside or rejected in step 1). The remaining rates equal or below the new average, plus 10% will be authorized and therefore included in the standing offer. The rates that were set aside because they were under limit "A" will also be authorized and included in the standing offer. Rates which exceed the new average rate, plus 10%, will be considered not valid and excluded from the standing offer.

EXAMPLE OF CALCULATION BASED ON THE TWO STEP METHOD

FIRST STEP - Calculation of the first average:

Company #1 = \$18.00
Company #2 = \$25.00
Company #3 = \$35.00
Company #4 = \$22.00
Company #5 = \$23.00
\$123.00

Calculation of the 1st average: $\$123.00 \div 5 = \24.60
The lower limit is: $\$24.60 \times .90 = \22.14
The higher limit is: $\$24.60 \times 1.20 = \29.52

Rates below \$22.14 will be set aside UNTIL THE FINAL STEP. Rates above \$29.52 will be permanently rejected. In the example above, rates #1 (\$18.00) and #4 (\$22.00) will be set aside and rate #3 (\$35.00) will be rejected. The second average will then be calculated as follows:

SECOND STEP - Calculation of the second average:

Company #2 = \$25.00
Company #5 = \$23.00
\$48.00

$\$48.00 \div 2 = \24.00
 $\$24.00 \times 1.10\% = \26.40

FINAL CALCULATION:

The proposed rates (including the ones set aside in limit A) which will be lower than or equal to \$26.40 will be authorized. Rates put aside at the first step will also be authorized. Rates which are over the limit of \$26.40 will be rejected.

Final result of the evaluation.

Company #1 = \$18.00 rate accepted
Company #2 = \$25.00 rate accepted
Company #3 = \$35.00 rate rejected
Company #4 = \$22.00 rate accepted
Company #5 = \$23.00 rate accepted

The proposed rates for the special modules and immersion courses will not be subject to evaluation.

Standing offers will be evaluated by individual province, by Basic & Developmental group format and by client and supplier locations. It is therefore possible to receive a standing offer for one to four province, for either client or supplier locations or both, and for any of the four types of Basic & Developmental group format. Notwithstanding the above selection formula, subject to the bids received, it is Canada's intention to award Standing Offers to ensure a minimum of two sources of supply per province, providing the prices/rates are fair and reasonable.