

RETURN BIDS TO:**Employment and Social Development
Canada (ESDC)**

ESDC Bid Receiving Unit
Mail and Distribution Services
140 Promenade du Portage
Place du Portage IV, Level 01
Gatineau, Quebec
K1A 0J9

Attention:
[Martine Lamarche](#)

REQUEST FOR STANDING OFFER**Proposal To: Employment and
Social Development Canada**

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

Instructions : See Herein

Vendor/Firm Name and address

Title: Language training services in French and English as a second language for the National Capital Region (1), English as a second language for the Province of Quebec (2) and English as a second language for the Montreal Metropolitan Area (3).	
Solicitation No. 100002442	Date July 30, 2015
File No. – N° de dossier	
Solicitation Closes At 02 :00 PM / 14 h September 8, 2015	Time Zone
Address Inquiries to : nc-solicitations-gd@hrsdc-rhdcc.gc.ca Size limit – 13MB	
Destination See Herein	

Vendor/firm Name and address :

Facsimile No.

Telephone No.

**Name and title of person authorized to sign on behalf of
Vendor/firm (type or print)**

Signature

Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, and the Security Requirement Check List.

1.2 Summary

1.2.1 Objectives

To support the needs of Employment and Social Development Canada (ESDC) in official languages, ESDC wishes to retain the services of:

- I) 3 vendors to give courses “on request” in French and English as a second language in the National Capital Region;
- II) 2 vendors to give courses “on request” in English as a second language in the Province of Quebec; and
- III) 1 vendor to give courses “on request” in English as a second language in the Montreal Metropolitan Area.

1.2.2 Scope

The College@ESDC (hereinafter called the College) needs language training services in French and English “on request” to meet the objectives the employees indicate in their learning plan. Employees who work in the National Capital Region and in the Quebec Region are targeted. The chosen vendors must offer evaluation, teaching and guidance services and preparatory courses for Federal Public Service language tests. Full-time or part-time group or individual training will be provided in the classroom at the vendor, or on ESDC’s premises, or by distance learning.

1.2.3 Duration of the Standing Offer and its options

The initial Standing Offer will have a duration of one year starting at contract award. ESDC reserves the right to exercise four irrevocable options to extend the period by one year each

1.2.4 Standard Conditions

As per the Integrity Provisions under section 01 of Standard Instructions 2006, offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.

For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7A - Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Industrial Security Program \(ISP\)](#) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO with the exception of:

1. Replace references to 'Public Works and Government Services Canada' with 'Employment and Social Development Canada';
2. Delete Section 02, Procurement Business Number, in its entirety;
3. Revise Subsection 2d. of Section 05, Submission of Bids, to read:

“send its bid only to the physical or e-mail address specified on Page 1”.

4. Subsection 5.4 of Section 05 is amended as follows:

Delete: sixty (60) days

Insert: ninety calendar (90) days

5. Delete Subsections 1a. and 1b. of Section 12, Rejection of Bid, in their entirety; and
6. Delete Subsection 2. of Section 20, Further Information, in its entirety.

2.2 Submission of Offers

Offers must be submitted only by the date, time and place indicated on page 1 of this Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to ESDC will not be accepted.

2.3 Proposals

Offerors may bids for one or more of the following regions: the National Capital Region, the province of Quebec or the Greater Montreal Region. The region(s) for which offerors are bidding for must be clearly specified in their proposal.

2.4. Enquiries - Request for Standing Offers

All enquiries must be submitted by email at the address indicated on the front page of this RFSO no later than 7 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

Section I: Technical Offer (3 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (3 hard copies)

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 B, "Basis of Payment". The total amount of Applicable Taxes must be shown separately.

3.1.1 Payment by Credit Card

The offerors must accept the Government of Canada Acquisition Card (Master Card) for payment.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

Section IV: Additional Information

3.1.2 Offeror's Proposed Site(s) or Premises Requiring Safeguarding Measures

- 3.1.2.1** As indicated in Part 6 under Security Requirements, the Offeror must provide the full address(es) of the Offeror's and proposed individual(s) site(s) or premises for which safeguarding measures are required for Work Performance:

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

- 3.1.2.2** The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Item No.	Description(s)	Page No. / Paragraph No.	Compliant / Non-Compliant
M.1.	The offerors must give a valid email address and a valid telephone number to facilitate communication with the project manager and with the training participants.		
M.2.	The offerors must certify that it accepts payments by MasterCard credit card.		
M.3.	The proposal must include the names, CVs and diplomas of: In the NCR: 5 teachers, French as a second language; 2 teachers, English as a second language For the Province of Quebec and Montreal Metropolitan Area: 3 teachers, English as a second language		
M.4.	The proposal must include the name(s), CV(s) and diplomas of one or 2 pedagogical advisors*. *A pedagogical advisor may be responsible for training in the 2 official languages if he/she has the qualifications for both French and English. Otherwise, 2 pedagogical advisors may each be responsible for the official language for which he/she is qualified. The proposal must specify the official language(s) for which the advisor(s) will be responsible.		
M.5.	All the teachers proposed in M.3. and all the pedagogical advisors proposed in M.4. must prove they have obtained, as a minimum: A) a degree from a recognized university with an acceptable specialization in education, linguistics, social sciences or any other specialization relevant to the position and one year's experience in teaching French as a second language or in teaching English as a second language, OR B) 3 years' experience in second language teaching to federal public servants. If the studies were completed in an institution outside Canada, only an equivalency certificate from an accredited institution recognizing the credentials as Canadian equivalences will be		

	accepted.		
M.6.	The pedagogical advisor(s) listed in M.4 must prove they have: A) 1 years' experience as a pedagogical advisor to a team of second language teachers, OR B) 5 years' experience in second language teaching to federal public servants with one of the following programs: PFL2 A, B and C for French or CEWP for English.		
M.7.	For training in French, the offerors must propose a sample training plan* for each of the 5 levels: 1. <u>Vrai débutant</u> (Absolute Beginner) (INTRODUCTION, TO1 to TO12): 12 weeks 2. <u>Débutant</u> (Beginner) – Level A (TO13 to TO31; 12 weeks 3. <u>Intermédiaire</u> (Intermediate) – Level B (TO32 to TO40; Preparation for Level B written tests and preparation for the TOP); 12 weeks 4. <u>Intermédiaire avancé</u> (Advanced Intermediate) – Preparatory Sessions 1 and 2; Modules 1 and 2; Preparation for written tests): 12 weeks 5. <u>Avancé</u> (Advanced) – Level C (modules 3 and 4; Preparation for the TOP); 12 weeks		
M.8.	For training in English, the offerors must propose a sample training plan* for each of the 5 levels: 1. <u>Absolute Beginner</u> (Introduction; TO1 to TO3): 12 weeks 2. <u>Beginner</u> (TO4 to TO6; Preparation for Level B written tests): 12 weeks 3. <u>Intermediate</u> (TO7 and TO8; Preparation for TOP B): 12 weeks 4. <u>Advanced Intermediate</u> (Review Phase; Phase 1; Preparation for written tests): 12 weeks 5. <u>Advanced</u> (Phases 2 and 3; Preparation for the TOP C): 12 weeks		

* For example, only as an indication, depending on the type of training and the rhythm of the learners in training. The training plan templates to be completed are provided in an Annex 1.

The months of experience on a project for which the period overlaps that of another project mentioned will be counted only once. For example: the period of project 1 is from July 2013 to December 2013; the period of project 2 is from October 2013 to January 2014; the total months of experience for these two projects are 7 months.

4.1.1.2 Point Rated Technical Criteria

No	Weighted Evaluation Criteria	Evaluation Scale
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<p>R.1.</p>	<p>The offerors provides (2) respondents for each official language, who will be able to certify the quality of teaching, adequate guidance of the learners, client service and the results obtained (successful completion of the levels concerned). For each respondent, the following information is required:</p> <ul style="list-style-type: none"> • client agency's name; • respondent's name, title, email address and telephone number; • language taught. <p>NOTE: We will calculate the average of the total points awarded to the responses obtained from the two references. If we have been able to communicate with only one of the two references, we will calculate the average of the total points awarded to the responses of the person contacted and 0 points for the second person. ESDC will communicate with each of the references <u>within 30 business days</u> after the bid closing date. If we cannot reach a reference after <u>two</u> telephone calls and after sending <u>two</u> emails within <u>10</u> business days of the first attempt at communication, the offerors will obtain a score of 0 for this reference.</p>	<p>1. Client Service:</p> <table border="1" data-bbox="638 220 1393 346"> <tr> <td>4 or more affirmative responses = 5 points</td> <td>3 affirmative responses = 3 points</td> <td>Fewer than 3 affirmative responses = 0 point</td> </tr> </table> <ul style="list-style-type: none"> - The vendor is available and pays attention to the clients' needs; - The vendor shows openness, flexibility and creativity by contributing to meeting the needs and finding solutions to the issues related to language training; - The vendor offers the necessary support to its employees to obtain the best possible results; - The vendor evaluates the quality of its service and maintains a service excellence culture; - The vendor ensures communication with the client throughout the training (learner, Department's representative). <p>2. Quality of Teaching:</p> <table border="1" data-bbox="638 787 1393 913"> <tr> <td>4 or more affirmative responses = 5 points</td> <td>3 affirmative responses = 3 points</td> <td>Fewer than 3 affirmative responses = 0 point</td> </tr> </table> <ul style="list-style-type: none"> - The teachers are qualified and competent: they have a good knowledge of the training program and the subject taught; - The teachers behave professionally (are on time, well prepared, discreet, trustworthy...); - The teachers pay attention to the clients and provide teaching that meets the learners' needs; - The teachers use the prescribed training program appropriately; - The teachers organize, propose or participate in varied learning opportunities for the learners. <p>3. Adequate Guidance of the Learners:</p> <table border="1" data-bbox="638 1344 1393 1470"> <tr> <td>4 or more affirmative responses = 5 points</td> <td>3 affirmative responses = 3 points</td> <td>Fewer than 3 affirmative responses = 0 point</td> </tr> </table> <ul style="list-style-type: none"> - The vendor identifies the learners' needs (evaluation); - The vendor proposes appropriate learning solutions (training plan); - The vendor ensures follow-up (pedagogical and administrative) and makes the necessary adjustments throughout the training; - The vendor provides regular constructive feedback in relation to the training objectives; - The vendor is open and available to respond to the requests, comments and questions of the Department's representative or of the learners regarding their training. 	4 or more affirmative responses = 5 points	3 affirmative responses = 3 points	Fewer than 3 affirmative responses = 0 point	4 or more affirmative responses = 5 points	3 affirmative responses = 3 points	Fewer than 3 affirmative responses = 0 point	4 or more affirmative responses = 5 points	3 affirmative responses = 3 points	Fewer than 3 affirmative responses = 0 point
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		<p>4. Results Obtained:</p> <p>To the best of your knowledge, what is the percentage of successful completion by your organization's employees of the levels concerned in training in this language school?</p> <table border="1" data-bbox="638 380 1393 464"> <tr> <td>80% and over = 5 points</td> <td>65% to 79% = 3 points</td> <td>Under 65% = 0 point</td> </tr> </table> <p>TOTAL POINTS AVAILABLE: 20 points</p>	80% and over = 5 points	65% to 79% = 3 points	Under 65% = 0 point												
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<p>R.2.</p>	<p>Each plan provided in M.7 will be evaluated according to a regular progression with the PFL2.</p>	<p>Weighting for each training plan:</p> <p>Level 1: ABSOLUTE BEGINNER</p> <table border="1" data-bbox="638 642 1218 705"> <tr> <td>Excellent: 10 points</td> <td>Good: 5 points</td> <td>Unsatisfactory: 0 point</td> </tr> </table> <p>Level 2: BEGINNER</p> <table border="1" data-bbox="638 768 1218 831"> <tr> <td>Excellent: 10 points</td> <td>Good: 5 points</td> <td>Unsatisfactory: 0 point</td> </tr> </table> <p>Level 3: INTERMEDIATE</p> <table border="1" data-bbox="638 894 1218 957"> <tr> <td>Excellent: 10 points</td> <td>Good: 5 points</td> <td>Unsatisfactory: 0 point</td> </tr> </table> <p>Level 4: ADVANCED INTERMEDIATE</p> <table border="1" data-bbox="638 1020 1218 1083"> <tr> <td>Excellent: 10 points</td> <td>Good: 5 points</td> <td>Unsatisfactory: 0 point</td> </tr> </table> <p>Level 5: ADVANCED</p> <table border="1" data-bbox="638 1146 1218 1209"> <tr> <td>Excellent: 10 points</td> <td>Good: 5 points</td> <td>Unsatisfactory: 0 point</td> </tr> </table> <p>Excellent: Have a plan that meets all the criteria of the template. The plan must be realistic and based on a regular progression with the PFL2.</p> <p>Good: Have a plan that meets the majority of the criteria of the template. The plan is realistic after a few minor corrections.</p> <p>Unsatisfactory: The plan does not meet the majority of the criteria of the template.</p> <p>TOTAL POINTS AVAILABLE: 50 points</p>	Excellent: 10 points	Good: 5 points	Unsatisfactory: 0 point	Excellent: 10 points	Good: 5 points	Unsatisfactory: 0 point	Excellent: 10 points	Good: 5 points	Unsatisfactory: 0 point	Excellent: 10 points	Good: 5 points	Unsatisfactory: 0 point	Excellent: 10 points	Good: 5 points	Unsatisfactory: 0 point
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Excellent: 10 points	Good: 5 points	Unsatisfactory: 0 point															
<p>R.3.</p>	<p>Each plan provided in M.8 will be evaluated according to a regular progression with the CEWP.</p>	<p>Weighting for each training plan:</p> <p>Level 1: ABSOLUTE BEGINNER</p> <table border="1" data-bbox="638 1671 1218 1734"> <tr> <td>Excellent: 10 points</td> <td>Good: 5 points</td> <td>Unsatisfactory: 0 point</td> </tr> </table> <p>Level 2: BEGINNER</p> <table border="1" data-bbox="638 1797 1218 1860"> <tr> <td>Excellent: 10 points</td> <td>Good: 5 points</td> <td>Unsatisfactory: 0 point</td> </tr> </table>	Excellent: 10 points	Good: 5 points	Unsatisfactory: 0 point	Excellent: 10 points	Good: 5 points	Unsatisfactory: 0 point									
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Excellent: 10 points	Good: 5 points	Unsatisfactory: 0 point								
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4.1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

- 4.2.1 To be declared responsive, a bid must:
- comply with all the requirements of the bid solicitation; and
 - meet all mandatory criteria.
- 4.2.2 Bids not meeting (a) or (b) will be declared non-responsive.
- 4.2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80 % for the technical merit and 20 % for the price.
- 4.2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80 %.
- 4.2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20 %.
- 4.2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Example of Best Value Determination			
	Bidder 1	Bidder 2	Bidder 3
Technical Points	185	170	160
Price Quoted	\$50,000	\$40,000	\$47,000
CALCULATION			
	Technical Points	Rated Price Points	Total Points
Bidder 1	$\frac{185 \times 80}{*185} = 80.00$	$\frac{**40 \times 20}{50} = 16.00$	96.00
Bidder 2	$\frac{170 \times 80}{*185} = 73.51$	$\frac{**40 \times 20}{40} = 20.00$	93.51
Bidder 3	$\frac{160 \times 80}{*185} = 69.19$	$\frac{**40 \times 20}{47} = 17.02$	86.21
* Represents the highest technical score ** Represents the lowest priced proposal			

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.

5.1 Certifications 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.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to 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](#) 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](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.1.3 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

5.1.4. Former Public Servant

Treasury Board Contracting Policy states: "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, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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.
- e. "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.
- f. "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 Bidder* a FPS in receipt of a pension? **Yes** () **No** ()

* Bidder (For greater clarity, the "Bidder" means the vendor legal entity (e.g. not a resource of the vendor legal entity).

If so, the Bidder 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, Bidders agree that the successful Bidder'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 Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder 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.

Treasury Board Contracting Policy states: "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."

PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (e) the Offeror must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 The following security requirements (SRCL in Annex "C" and related clauses provided by ISP) apply and form part of the Standing Offer.

7.2.2 Offeror's Site(s) or Premises Requiring Safeguarding

7.2.2.1 The Offeror must diligently maintain up-to-date, the information related to the Offeror's and individual(s) site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following addresses:

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

7.2.2.2 The Company Security Officer (CSO) must ensure through the [Industrial Security Program \(ISP\)](#) that the Offeror and individual(s) hold a valid security clearance at the required level.

7.3 General Conditions

[2005](#) (2015-07-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.1 Standing Offers Reporting

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 "_____"](#). 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 ten calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is twelve months starting at contract award of the Standing Offer Agreement.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for four additional periods of 12 months each, under the same conditions and at the rates specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority at least 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Martine A Lamarche
Title: Senior Contracting Specialist
Employment and Social Development Canada
Contracting and Procurement
Address: 140 Promenade du Portage
Gatineau, Quebec, K1A 0J9
Telephone: 819-654-5936
Facsimile: 819-953-6859
Email Address: martine.lamarche@hrsdc-rhdcc.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, she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

The Project Authority will be identified in each 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.

7.5.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is: (To be determined at the Standing Offer award)

Name: _____

Title: _____

Organisation: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

Email Address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.7 Call-up Procedures

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user 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. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

7.8 Call-up Instrument

The work will be authorized or confirmed by the Project Authority using a training registration form.

7.9 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 (2015-07-03), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Work
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List;
- g) the Offeror's offer dated _____ (*insert date of offer*).

7.10 Certifications

7.10.1 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.

7.10.2 SACC Manual Clauses

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

7.11 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 Quebec.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any requirement sent to the offeror against this Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the requirement sent to the offeror.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010B (2015-07-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of 2010B (2014-09-25) does not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

The contractor will be paid firm hourly rates as follows, for the work performed under the contract. Customs duties are included and the applicable taxes are extra.

National Capital Region		
Training in French of English as a second language	French teacher's hourly rate	English teacher's hourly rate
Full-time or part-time group* at the vendor or at the Department, in the classroom or by distance learning.		
Full-time or part-time individual, at the vendor or at the Department, in the classroom or by distance learning.		

*Group: includes 2 to 8 learners

Quebec Region (Quebec City, Boucherville, Shawinigan, Jonquière, Laval)** (except Montreal Metropolitan Area)	
Training in English as a second language	English teacher's hourly rate
Full-time or part-time group* at the vendor or at the Department, in the classroom or by distance learning.	

* Group: includes 2 to 8 learners

** and other cities of the province where demand could be identified

Montreal Metropolitan Area	
Training in English as a second language	English teacher's hourly rate
Full-time or part-time group* at the vendor or at the Department, in the classroom or by distance learning.	

* Group: includes 2 to 8 learners

7.5.2 Limitation of Expenditure

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

7.5.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.5.4 Taxes – Foreign-based Contractor (if applicable)

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

7.5.5 Payment by Credit Card

The following credit card is accepted: MasterCard.

7.6 Invoicing Instructions

7.6.1 Invoices must be submitted in the Contractor's name. The Contractor must submit monthly invoices; invoices must only apply to the Contract. Each invoice must indicate the work performed.

7.6.2 Invoices must show:

- a. the date, the name and address of the client, description of the Work, contract number, and financial code(s);
- b. details of expenditures (fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of applicable Taxes; and
- c. the extension of the totals, if applicable.

7.6.3 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

7.6.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

7.7 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX "A"

STATEMENT OF WORK

1.0 Title

Language training services in French and English as second languages, for the National Capital Region (1), English as a second language for the Province of Quebec (2) and English as a second language for the Montreal Metropolitan Area (3).

2.0 Objectives

To support the needs of Employment and Social Development Canada (ESDC) in official languages, ESDC wishes to retain the services of:

- I) 3 vendors to give courses "on request" in French and English as a second language in the National Capital Region;
- II) 2 vendors to give courses "on request" in English as a second language in the Province of Quebec; and
- III) 1 vendor to give courses "on request" in English as a second language in the Montreal Metropolitan Area.

3.0 Context

The Policy on Official Languages came into force on April 1, 2004. Therefore, employees are strongly encouraged to include their language training objectives in their learning plan throughout their career. It is necessary to develop a strategy to offer the interested ESDC employees coordinated language training, with the goal of allowing acquisition or improvement of the skills required in their second official language (English or French), in accordance with the levels and standards of the federal administration.

4.0 Scope

The College@ESDC (hereinafter called the College) needs language training services in French and English "on request" to meet the objectives the employees indicate in their learning plan. Employees who work in the National Capital Region and in the Quebec Region are targeted. The chosen vendors must offer evaluation, teaching and guidance services and preparatory courses for Federal Public Service language tests. Full-time or part-time group or individual training will be provided in the classroom at the vendor, or on ESDC's premises, or by distance learning.

5.0 Tasks

The vendor will be required to:

- a) provide experienced and qualified teachers to teach the languages according to the standards established by the Public Service Commission (see: <http://www.psc-cfp.gc.ca/ppc-cpp/sle-els/index-eng.htm>) for Levels A, B and C;
- b) administer and correct the classification tests and follow-up examinations to know each learner's level or progression;
- c) offer second language training that emphasizes oral and written comprehension and expression, in accordance with Levels A, B and C established by the Public Service Commission;
- d) provide the directives, teaching aids, course material and other necessary pedagogical tools;
- e) record attendance in the courses and send the monthly attendance reports to the Department's representative on the date specified in the contract;
- f) prepare and apply the training plans, after approval by the project authority, so as to meet the learners' needs and ESDC's requirements;
- g) provide the learners, at the beginning of the first course, with a document that presents the rules of operation and that describes the objectives of the training;
- h) examine the composition of the groups and make the necessary adjustments within two weeks

- after the courses begin;
- i) forward the following documents to the project authority: training schedule, training plan, list of classification test results, attendance list, pedagogical reports on request;
 - j) jointly organize meetings between the project authority and the offeror's representative to discuss the learners' progress and make pedagogical recommendations, as needed;
 - k) offer teaching at each of the 5 levels and French and English maintenance activities for Levels B and C according to the standards of the Public Service Commission (PSC):
IN FRENCH: 1. Vrai debutant (Absolute Beginner); 2. Débutant (Beginner); 3. Intermédiaire (Intermediate); 4. Intermédiaire avancé (Upper Intermediate); and 5. Avancé (Advanced)
IN ENGLISH: 1. Absolute Beginner; 2. Beginner; 3. Intermediate; 4. Upper Intermediate; 5. Advanced.
 - l) offer remote-access or classroom training at the vendor or at the Department, as needed;
 - m) offer **group or individual** training as follows:
 - Part-time: 2 to 6 hours per week of training delivered by a teacher;
 - Full-time: 15 to 20 hours per week of training delivered by a teacher, plus 15 to 20 hours of self-learning for a total of 35 hours per week.
 - n) offer, on request, preparatory sessions for the Level B or Level C Test of Oral Proficiency, for maximum of 21 hours, offered in the classroom or by distance learning;
 - o) offer training and maintenance activities throughout the year according to a schedule established jointly by the project authority and the pedagogical advisor;
 - p) train the teachers, within the context of the Federal Government's language training, with the PFL2 A, B and C for French and the CEWP for English.
 - q) ensure the pedagogical advisor's proficiency, experience and ability to manage the entire training service and to perform interventions and follow-ups with learners, following a request or a complaint from a learner or the project authority. In the case of a complaint, the pedagogical advisor will submit an intervention report to the project authority within two business days of the complaint;
 - r) manage any situation at risk of hindering the group's efficient operation or a learner's progression.

6.0 Constraints

The programs used will be the PFL2A, B and C for French, and the CEWP for English. The teachers may present other innovative training material to the learners to complete or reinforce the programs used.

Access to email software is required to allow efficient communication with the project authority and with the learners in the training.

The documents must be presented in Microsoft Word format.

A Webex (or other) online platform will be supplied by ESDC to facilitate remote access teaching, when necessary. The vendor will ensure the teachers are trained in use of the platform.

The pedagogical advisor who will deal with the learners and the project authority must be able to communicate comfortably and precisely in the two official languages.

7.0 Reference Documents

The method adopted to teach French is the French as a second language program known as *Programme de français deuxième langue* (PFL2 A, B and C).

The method adopted to teach English is the Communicative English at Work Program (CEWP).

To learn more about Levels A, B and C, visit the Public Service Commission (PSC) at the following address: (<http://www.psc-cfp.gc.ca/ppc-cpp/sle-els/index-eng.htm>).

8.0 Deliverable Products, Milestones and Schedule

1. Deliver courses in French or English as a second language “on request”.
2. Provide the project authority with the results of the classification tests, the attendance reports, the progress reports and, on request, the results of the progression follow-up examinations, as indicated below:

Classification test: Necessary to determine the employees’ training needs at the time of initial registration. The vendor will have the learners take the classification tests and will send the results to the project authority before the training begins.

Progress report: The vendor will submit a report at the end of each month, describing the progress of each full-time learner and, for part-time learners, the vendor will provide a report at the end of the stage, according to the established schedule. The progress report template to be used is provided in an annex.

The progress report will contain the following information:

- a. certain general information on the learner (name, course, level, etc.);
- b. the objectives established for the learner;
- c. the evaluation of the learner’s progress according to the established objectives (according to an evaluation scale from 0 – Does not meet any of the objectives – to 4 – Meets all the objectives);
- d. the pedagogical recommendations for follow-up of the learner’s language training.

Attendance reports: to be submitted each month at the same time as the invoice.

Results of the progress examinations: They allow evaluation of the learners’ progress and their language proficiency level regarding reading comprehension, written expression, auditory comprehension and oral expression. To be shared with the project authority on request.

3. Submit to the project authority the lists of learners for each group course, no later than two weeks after the sessions begin.
4. In case of a complaint, the vendor will respond to the complainant and inform the project authority no later than 2 business days after receipt of the complaint; the pedagogical advisor will meet with the learner and then submit a report to the Department’s representative.
5. Provide the telephone and fax numbers and the email address of the person who will serve as pedagogical advisor to the project authority.
6. Provide the training rooms when the training is conducted at the vendor.

9.0 Services Provided by the College

Respond to the vendor’s written requests within three business days of receipt of the request and within 24 hours, if the project authority was contacted by phone.

Jointly organize meetings between the project authority and the pedagogical advisor to discuss the learners’ progress and to formulate pedagogical recommendations, as needed.

Provide the names and telephone numbers of the learners for the classification tests.

In consultation with the pedagogical advisor, determine a training start date that is acceptable for all parties.

The project authority reserves the right to withdraw learners from any language course by giving notice to the pedagogical advisor.

Combine or cancel groups no later than two weeks after the courses begin in cases where certain groups do not have enough learners.

The project authority, at its discretion, may discuss the learners' training evaluation results with the vendor.

In collaboration with the pedagogical advisor, the project authority will take the necessary measures to resolve complaints.

Provide training rooms when the training is provided on the Department's premises.

Communicate with the learners to confirm their registration.

Material

The vendor shall supply all the necessary teaching material, at no additional cost.

Proposed Teachers

The vendor will provide the services of teachers who have the experience described in Section A in teaching English or French and undertakes to make teachers available for the duration of the sessions.

In case of course cancellation due to a teacher's absence, the vendor will inform the project authority and the learners affected by the course cancellation by email or telephone no later than 7:30 a.m. of the day of the absence.

Replacement of Teachers

The vendor shall provide the services of the persons designated in the contract to perform the work, unless the vendor cannot do so for reasons beyond its control.

If the vendor, at any time whatsoever, cannot provide the services of the designated persons, it shall replace them with substitutes who have equal or greater skills and abilities.

Before replacing a person designated in the contract, the vendor shall provide the project authority with a written notice indicating: a) the reason why the designated person will no longer perform the work, b) the name, qualifications and experience of the proposed substitute; and c) proof that the substitute has the required security clearance granted by Canada, as applicable.

The vendor shall not permit the work to be performed, in any case, by unauthorized substitutes. The acceptance of the substitute by the project authority and the contractual authority will not relieve the vendor of its obligation to meet the requirements of the contract.

The project authority may order the withdrawal of the substitute, in which case the vendor must withdraw the person immediately and find another substitute who meets the requirements of the contract.

Performance and Service Standards

The vendor shall oversee its employees to ensure the excellence of performance and of services to the project authority's satisfaction.

Every quarter, the services provided could be evaluated for quality and for compliance with the schedule and the standards established by the project authority.

In the event the services provided by the vendor are considered unacceptable by the project authority and that the vendor is informed of this within five (5) business days of delivery of these services, the project authority will not be held liable for the costs unless the vendor takes steps to remedy the state of the services immediately. It is also understood and agreed that the vendor will be completely liable for the additional costs associated with unsatisfactory service.

10.0 Workplace

The training and the meetings will be conducted in the NCR and/or in the Province of Quebec.

Section A

Teachers' Qualifications:

All the teachers shall hold, as a minimum, a degree from a recognized university with an acceptable specialization in education, linguistics, social sciences or any other specialization relevant to the position and one year's experience in teaching French to teach French as a second language or in teaching English to teach English as a second language, **or else** 3 years' experience in second language teaching to federal public servants, if the teacher does not have a university degree with a relevant specialization as a teacher of French or English as a second language.

If the studies were completed in an institution outside Canada, only an equivalency certificate from an accredited institution recognizing the credentials as Canadian equivalences will be accepted.

Qualifications of Pedagogical Advisors:

Each pedagogical advisor shall prove he/she meets the above-mentioned teacher qualification requirements.

Each pedagogical advisor shall also have one year's experience as a pedagogical advisor to a team of second language teachers **or** 5 years' experience in second language teaching to federal public servants with one of the following programs: PFL2 A, B and C for French or CEWP for English.

ANNEX "B"**BASIS OF PAYMENT**

National Capital Region		
Training in French or English as a second language	French teacher's hourly rate	English teacher's hourly rate
Full-time or part-time group* at the vendor or at the Department, in the classroom or by distance learning.		
Full-time or part-time individual, at the vendor or at the Department, in the classroom or by distance learning.		

*Group: includes 2 to 8 learners

Quebec Region (Quebec City, Boucherville, Shawinigan, Jonquière, Laval)** (except Montreal Metropolitan Area)	
Training in English as a second language	English teacher's hourly rate
Full-time or part-time group* at the vendor or at the Department, in the classroom or by distance learning.	

* Group: includes 2 to 8 learners

** and other cities of the province where demand could be identified

Montreal Metropolitan Area	
Training in English as a second language	English teacher's hourly rate
Full-time or part-time group* at the vendor or at the Department, in the classroom or by distance learning.	

* Group: includes 2 to 8 learners

ANNEX 1
TRAINING CALENDAR – CEWP – A, B et C

Course Title : ENGLISH L2	Provider:	Instructor:
Level: 1 - RÉGULAR	Room:	Pedagogical Advisor:
Session: from to	Departmental Representative: William-Eric Sinden	

LEVEL 1 – ABSOLUTE BEGINNER	
Dates: from to	
ORIENTATION	<ul style="list-style-type: none"> ➤ Week of: _____ Course Plan (given to learners and Departmental Representative) ➤ Week of: _____ Official list of learners (given to Departmental Representative) ➤ Week of: _____ Informal evaluation + feedback
Dates: from to	
TO 1 – 14	<ul style="list-style-type: none"> ➤ Week of: _____ Informal evaluation + feedback
Dates: from to	
TO 15 – 26	<ul style="list-style-type: none"> ➤ Week of: _____ Informal evaluation + feedback
Dates: from to	
TO 27 – 36	<ul style="list-style-type: none"> ➤ Week of: _____ Review and consolidation ➤ Week of: _____ Session test and results ➤ Week of: _____ End of session report sent to Departmental Representative ➤ Week of: _____ Course evaluation completed by learners
END OF LEVEL 1	

ANNEX 1 -
TRAINING CALENDAR – CEWP – A, B ET C

Course Title : ENGLISH L2	Provider:	Instructor:
Level : 2 - REGULAR	Room:	Pedagogical Advisor:
Session: from to	Departmental Representative: William-Eric Sinden	

LEVEL 2 – BEGINNER	
Dates: from to	
TO 37 – 44	<ul style="list-style-type: none"> ➤ Week of: _____ Course Plan (given to learners and Departmental Representative) ➤ Week of: _____ Official list of learners (given to Departmental Representative) ➤ Week of: _____ Informal evaluation + feedback
Dates: from to	
TO 45 – 52	<ul style="list-style-type: none"> ➤ Week of: _____ Informal evaluation + feedback
Dates: from to	
TO 53 – 60	<ul style="list-style-type: none"> ➤ Week of: _____ Informal evaluation + feedback
Dates: from to	
PREPARATION FOR WRITTEN TESTS – B LEVEL	<ul style="list-style-type: none"> ➤ Week(s) of : _____ Preparation for SLE tests - WE and RC* ➤ Week of: _____ Session test and results ➤ Week of: _____ End of session report sent to Departmental Representative ➤ Week of: _____ Course evaluation completed by learners <p>*WE: Test of Written Expression; RC: Test of Reading Comprehension</p>
END OF LEVEL 2	

ANNEX 1 -
TRAINING CALENDAR – CEWP – A, B ET C

Course Title : ENGLISH L2	Provider:	Instructor:
Level : 3 - REGULAR	Room:	Pedagogical Advisor:
Session: from to	Departmental Representative: William-Eric Sinden	

LEVEL 3 – INTERMEDIATE	
Dates: from to	
TO 61 – 68	<ul style="list-style-type: none"> ➤ Week of: _____ Course Plan (given to learners and Departmental Representative) ➤ Week of: _____ Official list of learners (given to Departmental Representative) ➤ Week of: _____ Informal evaluation + feedback
Dates: from to	
TO 69 – 76	<ul style="list-style-type: none"> ➤ Week of: _____ Informal evaluation + feedback
Dates: from to	
PREPARATION FOR TEST OF ORAL PROFICIENCY – B LEVEL	<ul style="list-style-type: none"> ➤ Week of: _____ End of session report sent to Departmental Representative ➤ Week of: _____ Course evaluation completed by learners
END OF LEVEL 3	

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ANNEX 1 -
TRAINING CALENDAR – CEWP – A, B ET C

Course Title : ENGLISH L2	Provider:	Instructor:
Level : 4 - REGULAR	Room:	Pedagogical Advisor:
Session: from to	Departmental Representative: William-Eric Sinden	

LEVEL 4 – UPPER INTERMEDIATE	
Dates: from to	
REVIEW PHASE	<ul style="list-style-type: none"> ➤ Week of: _____ Course Plan (given to learners) ➤ Week of: _____ Official list of learners (given to Departmental Representative) ➤ Week of: _____ Informal evaluation + feedback
Dates: from to	
PHASE 1	<ul style="list-style-type: none"> ➤ Week of: _____ Informal evaluation + feedback
Dates: from to	
PREPARATION FOR WRITTEN TESTS – C LEVEL	<ul style="list-style-type: none"> ➤ Week(s) of : _____ Preparation for SLE tests - WE and RC* ➤ Week of: _____ Session test and results ➤ Week of: _____ End of session report sent to Departmental Representative ➤ Week of: _____ Course evaluation completed by learners <p>*WE: Test of Written Expression; RC: Test of Reading Comprehension</p>
END OF LEVEL 4	

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ANNEX 1 -
TRAINING CALENDAR – CEWP – A, B ET C

Course Title : ENGLISH L2	Provider:	Instructor:
Level : 5 - REGULAR	Room:	Pedagogical Advisor:
Session: from to	Departmental Representative: William-Eric Sinden	

LEVEL 5 – ADVANCED	
Dates: from to	
PHASE 2	<ul style="list-style-type: none"> ➤ Week of: _____ Course Plan (given to learners and Departmental Representative) ➤ Week of: _____ Official list of learners (given to Departmental Representative) ➤ Week of: _____ Informal evaluation + feedback
Dates: from to	
PHASE 3	<ul style="list-style-type: none"> ➤ Week of: _____ Informal evaluation + feedback
Dates: from to	
PRÉPARATION FOR TEST OF ORAL PROFICIENCY – C LEVEL	<ul style="list-style-type: none"> ➤ Week of: _____ End of session report sent to Departmental Representative ➤ Week of: _____ Course evaluation completed by learners
END OF LEVEL 5	

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ANNEX "C"
SECURITY REQUIREMENTS CHECK LIST