

**RETURN BIDS TO:**

National Energy Board  
 Suite 210, 517 Tenth Avenue SW  
 Calgary, AB, Canada T2R 0A8

**Bid Email:**

[Proposals.propositions@neb-one.gc.ca](mailto:Proposals.propositions@neb-one.gc.ca)

SUBJ: L Kettles 17-0033

**REQUEST FOR PROPOSAL**

**Comments**

**Proposal To: National Energy Board**

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.

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

<b>Title</b>	
<b>French Language Training in Calgary</b>	
<b>Solicitation No.</b>	<b>Date</b>
84084-17-0033	19 April 2017
<b>Solicitation Closes</b>	<b>Time Zone</b>
<b>at</b> <b>02 :00 PM – 14h00</b>	<b>Mountain Daylight Time MDT</b>
<b>on</b> 7 June 2017	
<b>F.O.B.</b>	
<b>Plant:</b> <input type="checkbox"/>	<b>Destination:</b> <input checked="" type="checkbox"/> <b>Other:</b> <input type="checkbox"/>
<b>Address inquiries to:</b>	
Lorna Kettles – LornaKettles@neb-one.gc.ca	
<b>Area code and Telephone No.</b>	<b>Facsimile No. / E-mail</b>
<b>403-471-7924</b>	<b>Proposals.propositions@neb-one.gc.ca</b>
<b>Destination – of Goods, Services, and Construction:</b>	

**Instructions:**    See Herein

<b>Delivery required</b>	<b>Delivery offered</b>
See Herein	
<b>Vendor/firm Name and Address</b>	
<b>Telephone No.</b>	
<b>E-mail</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm (type or print)</b>	

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<b>PART 1 - GENERAL INFORMATION</b>	

### 1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

### 1.2 Statement of Work

The National Energy Board (NEB) requires the services of an external provider to teach individual and group French as a Second Language courses, on an as and when requested basis. Please refer to Annex A – Statement of Work.

### 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### 1.4 Trade Agreements

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

### 1.5 Background

The National Energy Board requires language training. The National Energy Board is aware of the standing offer(s) available for Language Training Services however, the NEB would like to award its own contract to provide more flexibility to meet its needs, especially in the area of scheduling classes.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred twenty (120) days

## 2.2 Submission of Bids

Bids must be submitted only to the Contracting Authority by the date, time and place indicated on page 1 of the bid solicitation. Bids may be submitted electronically by email, fax, or in hard copy format.

## 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below with their bid.

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 Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information, for all FPSs 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.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.5 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 Bidders.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

The front page of this Request For Proposal should be properly completed and signed by the Bidder or by an authorized representative of the Bidder with the submission of their proposal.

The Bidder's signature indicates acceptance of the terms and conditions governing the resulting contract as stated herein. No modification or other terms and conditions included in the Bidder's proposal will be applicable to the resulting contract notwithstanding the fact that the Bidder's proposal may become part of the resulting contract.

Canada requests that Bidders provide their bid in separate sections as follows:

- Section I: Technical Bid (1 paper copy) or (1 electronic copy)
- Section II: Financial Bid (1 paper copy) or (1 electronic copy)
- Section III: Certifications (1 paper copy) or (1 electronic copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

### **Section I: Technical Bid**

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

### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5, as well as the Former Public Servant information indicated in 2.3.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

The Mandatory Requirements listed below will be evaluated on a simple met/not met (i.e. compliant/non-compliant) basis. Each Mandatory Requirement should be addressed separately. Proposals which fail to meet the Mandatory Requirements will be deemed non-responsive and given no further consideration.

Proposals MUST demonstrate compliance with all of the following Mandatory Requirements and MUST provide the necessary documentation to support compliance.

Criteria Number	Requirement	Met (Yes/No)	Contractor To Provide Cross-Reference In Their Proposal Where Criteria Is Met
<b>MTC 1</b>	<p>The Bidder must provide the names and resumes of two teachers who will be available to teach on the premises of the NEB, 517 10th Avenue SW Calgary, Alberta.</p> <p>If more than two teachers are proposed, only the first two in the order presented in the Bid will be evaluated.</p>		
<b>MTC 2</b>	<p>The Bidder must demonstrate that each of the proposed teachers has 660 hours experience in the past three years teaching French as second language to adults.</p> <p>If more than two teachers are proposed, only the first two in the order presented in the Bid will be evaluated.</p> <p>The Bidder must provide at least the following information for each proposed teacher:</p> <p>I. the period of time over which the experience in teaching French as a second language to adults was acquired, in the following format: from (day/month/year) to (day/month/year);</p> <p>II. the number of hours of full time and/or part-time training delivered by the teacher corresponding to the period.</p> <p>III. the name of the client for whom training services were provided, as well as the name and current e-mail address and/or telephone number for the client's delegated representative who would be able to confirm the information provided by the Bidder;</p> <p>IV. The level or levels taught.</p>		

<b>MTC 3</b>	<p>The Bidder must demonstrate that each proposed teacher has a Bachelor's degree from a recognized university or equivalent as established by a recognized academic credentials assessment service organization if earned outside Canada. The list of recognized organizations can be found on the Canadian Information Centre for International Credentials website. <a href="http://cicic.ca/">http://cicic.ca/</a></p> <p>A copy of the degree, and equivalency if applicable, is to be provided for each proposed teacher.</p>		
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#### 4.1.1.2 Point Rated Technical Criteria

The criteria contained herein will be used to evaluate each Proposal that has met all of the Mandatory Requirements. Bidders are advised to address these requirements in the following order and in sufficient depth in their proposals to enable a thorough assessment. The assessment will be based solely on the information contained within the Proposal.

Proposals MUST achieve the stated minimum points required for the rated criteria to be assessed as responsive under the Rated Requirements Section; proposals not meeting the minimum required points will be deemed non-responsive and given no further consideration.

Only those Proposals which are compliant with all of the Mandatory Requirements and then achieve (or exceed) the stated minimum points for the rated criteria will be further considered for award of a contract.

	Point Rated Requirement		Points
<b>R1</b>	<p>The Bidder should demonstrate that each proposed teacher has Teacher's training from a recognized university or equivalent as established by a recognized academic credentials assessment service organization if earned outside Canada. The list of recognized organizations can be found on the Canadian Information Centre for International Credentials website.</p> <p>The bidder shall provide a copy of the University degree or University certificate with the proposal.</p>	<p>Two proposed teacher have the R1 qualifications - 20 points</p> <p>One proposed candidate has the R1 qualifications - points per proposed - 10 points</p> <p>No proposed teachers have the required – 0 points</p> <p>Maximum 20 points</p>	/20
<b>R2</b>	<p>The Bidder should demonstrate one or both of its proposed teachers have experience teaching through distance learning in the last three years.</p> <p>The Bidder must demonstrate that its proposed teacher(s) has/ have acquired 50 hours of part-time distance learning.</p> <p>The Bidder must provide at least the</p>	<p>Two proposed teachers have the R2 rated experience – 10 points</p> <p>One candidate has the R2 qualifications - points per proposed - 5 points</p> <p>No proposed teachers have the</p>	/10



	<p>following information for each proposed teacher:</p> <p>I. the period of time over which the experience in teaching French as a second language to adults via distance learning was acquired, in the following format: from (day/month/year) to (day/month/year);</p> <p>II. the number of hours of full time and/or part time training delivered by the teacher corresponding to the period mentioned in I;</p> <p>III. the name of the client for whom training services were provided, as well as the name and current e-mail address and/or telephone number for the client's delegated representative who would be able to confirm the information provided by the Bidder.</p>	<p>required – 0 points</p> <p>Maximum 10 points</p>	
<b>R3</b>	<p>The Bidder should demonstrate its proposed teachers have experience teaching French to adults in a Federal government setting according to the standards established by the Public Service Commission for Level A. The Bidder must provide at least the following information for each proposed teacher:</p> <p>I. the period of time over which the experience in teaching French as a second language to adults in a Federal government setting was acquired, in the following format: from (day/month/year) to (day/month/year);</p> <p>II. the number of hours of full time and/or part time training delivered at level A by the teacher corresponding to the period mentioned in I;</p> <p>III. the name of the client for whom training services were rendered, as well as the name and current e-mail address and/or telephone number for the client's delegated representative who would be able to confirm the information provided by the Bidder.</p>	<p>For each of the proposed teachers:</p> <p>Experience teaching French in a federal government setting at <b>Levels A</b>, 660 hours in the previous three years – 15 points per proposed teacher</p> <p>Experience teaching French in a federal government setting at <b>Level A</b> for 330 to 659 hours in the previous three years – 10 points per proposed teacher</p> <p>Experience teaching French in a federal government setting at all <b>Level A</b> for 100 to 329 hours in the previous three years - 5 points per proposed teacher</p> <p>Experience teaching French in a federal government setting at <b>Level A</b> for less than 100 hours in the previous three years - 0 points per proposed teacher</p> <p>Maximum 30 points</p>	/30
<b>R4</b>	The Bidder should demonstrate its proposed	For each of the proposed teachers:	/30

	<p>teachers have experience teaching French to adults in a Federal government setting according to the standards established by the Public Service Commission for Level B. The Bidder must provide at least the following information for each proposed teacher:</p> <p>I. the period of time over which the experience in teaching French as a second language to adults in a Federal government setting was acquired, in the following format: from (day/month/year) to (day/month/year);</p> <p>II. the number of hours of full time and/or part time training delivered at level A by the teacher corresponding to the period mentioned in I;</p> <p>III. the name of the client for whom training services were rendered, as well as the name and current e-mail address and/or telephone number for the client's delegated representative who would be able to confirm the information provided by the Bidder.</p>	<p>Experience teaching French in a federal government setting at <b>Levels B</b>, 660 hours in the previous three years – 15 points per proposed teacher</p> <p>Experience teaching French in a federal government setting at for <b>Level B</b> for 330 to 659 hours in the previous three years – 10 points per proposed teacher</p> <p>Experience teaching French in a federal government setting at all for <b>Level B</b> for 100 to 329 hours in the previous three years - 5 points per proposed teacher</p> <p>Experience teaching French in a federal government setting at <b>Level B</b> for less than 100 hours in the previous three years - 0 points per proposed teacher</p> <p>Maximum 30 points</p>	
R5	<p>The Bidder should demonstrate its proposed teachers have experience teaching French to adults in a Federal government setting according to the standards established by the Public Service Commission for Level C. The Bidder must provide at least the following information for each proposed teacher:</p> <p>I. the period of time over which the experience in teaching French as a second language to adults in a Federal government setting was acquired, in the following format: from (day/month/year) to (day/month/year);</p> <p>II. the number of hours of full time and/or part time training delivered at level A by the teacher corresponding to the period mentioned in I;</p> <p>III. the name of the client for whom training services were rendered, as well as the name</p>	<p>For each of the proposed teachers:</p> <p>Experience teaching French in a federal government setting at <b>Levels C</b>, 660 hours in the previous three years – 30 points per proposed teacher</p> <p>Experience teaching French in a federal government setting at <b>Level C</b> for 330 to 659 hours in the previous three years – 20 points per proposed teacher</p> <p>Experience teaching French in a federal government setting at all <b>Level C</b> for 100 to 329 hours in the previous three years - 10 points per proposed teacher</p> <p>Experience teaching French in a federal government setting at <b>Level C</b> for less than 100 hours in</p>	/60

	and current e-mail address and/or telephone number for the client's delegated representative who would be able to confirm the information provided by the Bidder.	the previous three years - 0 points per proposed teacher  Maximum 60 points	
	<b>Minimum number of points required for point rated criteria –105 points (70%)</b>	<b>Pass/Not Pass</b>	
		<b>Total</b>	<b>/150</b>

#### 4.1.2 Financial Evaluation

The quantities as shown in Annex "B" are estimated usages and for evaluation purposes only and will not form part of the final Contract.

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

The Firm Unit Price for each item will be multiplied by its respective annual estimated usage to determine a Total Extended Price for each year.

The Total Extended Prices for each year will be added together to obtain the Total Evaluated Bid Price.

#### 4.2 Basis of Selection

##### 4.2.1 Highest Combined Rating of Technical Merit (70%) and Price (30%)

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of **105** points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **150** points.
2. Bids not meeting (a) and (b) and (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **70 %** for the technical merit and **30 %** for the price.
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 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
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.

#### OVERALL PROPOSAL SCORE AND BASIS OF SELECTION

Selection of the successful bidder will be on the basis of BEST OVERALL VALUE to the Board, taking into consideration Rated Requirements and Price. Price will be the total dollar amount that the bidder proposed to charge. The weights to be given will be:

Mandatory Requirements	Met/Not Met
Point Rated Requirements	70 %
Total Proposed Price	30 %
Total Weighting	100 %

An example of the calculation the Overall Proposal Score for each category is as follows:

<b>Highest Combined Rating of Point Rated Requirements (70%) and Price (30%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Total Point Rated Requirement</b>	78	76	70
<b>Total Proposed Price</b>	\$75,000	\$66,000	\$63,200
<b>Calculation</b>	<b>Points Rated Points</b>	<b>Price Points</b>	<b>Total Points</b>
<b>Bidder 1</b>	$78/100 \times 70 = 54.6$	$63,200/75,000 \times 30 = 25.3$	79.9
<b>Bidder 2</b>	$76/100 \times 70 = 53.2$	$63,200/66,000 \times 30 = 28.7$	81.9
<b>Bidder 3</b>	$70/100 \times 70 = 49$	$63,200/63,200 \times 30 = 30$	79
Bidder 2 has the highest combined score from the technical and price of the responsive bids and therefore would be recommended for contract award.			

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

## 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required information, as requested, to be given further consideration in the procurement process.

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

### 5.2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.

If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting 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 Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder 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 Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

### 5.2.4 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that

every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

## **PART 6 - RESULTING CONTRACT CLAUSES**

*This section may be renumbered in the resulting contract.*

### **6.1 Security Requirements**

**6.1.1** There is no security requirement applicable to the Contract.

### **6.2 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work in Annex "A".

### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract 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.

#### **6.3.1 General Conditions**

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to June 30, 2018.

#### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one year *periods under the same conditions*. *The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.*

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Lorna Kettles

Team Leader  
 National Energy Board  
 Suite 210, 517 10 Ave SW  
 Calgary, AB T2R 0A8  
 Telephone: 403-471-7924  
 E-mail address: [Lorna.Kettles@neb-one.gc.ca](mailto:Lorna.Kettles@neb-one.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 6.5.2 Project Authority

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 National Energy Board  
 517 10 Ave SW  
 Calgary, AB T2R 0A8  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

### 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

### 6.7 Payment

#### 6.7.1 Basis of Payment

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

### **6.7.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ TBD. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **6.8 Invoicing Instructions**

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.

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.

### **6.9 Certifications and Additional Information**

#### **6.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default.

### **6.10 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.



## **6.11 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 Articles of Agreement;
- (b) 2010C (2016-04-04) General Conditions – Services (Medium Complexity);
- (c) Annex “A”, Statement of Work;
- (d) Annex “B”, Basis of Payment
- (e) the Contractor’s bid dated...

## **6.12 SACC Manual Causes**

### **A7017 (2008-05-12) Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. the name, qualifications and experience of the proposed replacement; and
  - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

### **A9068C (2010-01-11) Government Site Regulations**

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

### **G1005C (2016-01-28) Insurance – No Specific Requirement**

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 BACKGROUND

The National Energy Board (NEB) requires the services of an external provider to teach individual and group French as a Second Language courses, on an as and when requested basis. Courses will be based on the existing “Programme de français langue seconde and Evaluation second language” preparation method from the Canada School of Public Service (CSPS).

<http://www.csps-efpc.gc.ca/lt/index-eng.aspx>

The “Program de français langue seconde Niveaux A, B et C (PFL2)” method from the CSPS is designed to attain the A, B and C level of bilingualism in the federal government. The training will focus on any one or more of the following: Written Comprehension, Written Expression, and/or Oral Comprehension and Expression. The training will also focus on preparatory sessions for level B or level C testing by the Federal Government.

The purpose of this training is to develop employees so they are better able to serve Canadians in both official languages, in all aspects of the NEB’s business.

### 2.0 NEB EXPECTATIONS

The teacher is required to be fluent in French and English, verbally and written.

NEB requires that courses will be taught using the following approaches and principles:

#### Communicative approach

- a. Encourage learners to communicate in the language being taught
- b. Maximize the learner’s speaking time
- c. Have the learners practice the material in communication situations that are relevant to them
- d. Choose varied activities relevant to the learners
- e. Use “authentic” documents such as documents from the NEB website or newspaper articles
- f. Adjust the correction of errors based on learning objectives and learner needs

#### Adult education principles

- a. Provide plans for group activities and self-directed learning
- b. For each activity, give instructions and describe the process by specifying:
  1. What the learners must do,
  2. The duration of the activity,

3. The anticipated outcome, and
  4. The materials and tools to be used.
- c. For each activity, indicate the objective by specifying:
1. The knowledge or know-how that the activity is intended to develop, and
  2. The link between the objective of the activity and the training objective.
- d. Provide learners with the regular feedback on their strengths and the areas that need work in relation to the targeted objectives
- e. Take into account the needs, interests and experience of learners while conducting the activities
- f. Teach some courses through distance learning which is defined as a virtual classroom in which real-time classes conducted over the internet using WebEx, Skype, via telephone or similar technology.

### **3.0 SERVICES REQUIRED**

The services required are to be delivered at the head office of the National Energy Board located at 517 10 Avenue SW, Calgary AB, T2R 0A8, by distance learning to employees in NEB's regional offices, and/or occasionally via WebEx or Skype to employees who telework from locations throughout the country.

#### **3.1 Provide French-as-a-second language training**

Training may include part-time individual or part-time group instruction offered on-site. Occasionally there may be the requirement for full time group or full time individual instruction for short periods of time, such as one or two week's duration. The contractor may also be requested to deliver workshops focusing on a particular learning need.

#### **3.2 In addition to classroom instruction, the contractor will meet with the Project Authority regarding:**

##### **a. Course planning**

- determining training objectives
- Preparing and delivering the training plan, approved by the Project Authority, to meet the learners' needs and training objectives
- Providing learners with an outline of the learning objectives and learning plan on the first day of the session
- Meet with the Project Authority to discuss the learner's progress and make pedagogical recommendations, as required

- planning the schedule
- preparing activities to meet the various needs
- reviewing the skill levels of the learners and making necessary adjustment, with the approval of the Project Authority ,within two weeks of the beginning of each session

b. Course administration

- leading training sessions
- maintaining attendance sheets
- evaluating and providing feedback
- providing course materiel and other required pedagogical tools
- reporting to Project Authority on a monthly report basis on training activities
  - names of employees who have received language training
  - number of hours of language training per employee
  - number of language training sessions taken per employee
  - number of language training sessions delivered
  - number of hours of language training per employee
  - number of language sessions taken by learning method (on-line training, classroom training, private lessons, part-time training or intensive full-time training)
  - costs per student and overall costs

c. Course evaluation and follow-up

- evaluating students (placement tests, language knowledge tests, progress tests, detailed evaluations and related reports)
- presenting outcomes, recommendations, follow-up plans, attendance reports and student learning assessments

### 3.3 Administer placement tests

The teachers responsible for placement tests must meet with new students before the start of their language training to determine the recommended course level for each student. A form must be completed and provided to the NEB Project Authority within two business days. Placement tests may be done in person or by telephone. The assessment criteria for placement test will be provided to the contractor after contract award.

### 3.4 Provide related services

At the request of the Project Authority, the Contractor must perform the following tasks, which include but not limited to:

- develop or adapt language training courses, learning materials or programs
- develop or adapt training manuals, or other material to evaluate student progress or assess the program tools
- administer language knowledge tests, progress tests and detailed evaluations, and submit related reports
- participate in the development of analytical tools to evaluate the effectiveness or performance of the Language Training Program (e.g., performance indicators)

### 3.5 Contact

The Contractor must designate one point of contact for the teachers and/or the Project Authority or his/her representative.

## 4.0 PARAMETERS

### 4.1 Part-time group instruction

- group courses for levels A, B and C, which are generally offered in sessions of up to 12 weeks, three to four times per year. Part time classes may be scheduled for a one hour duration, for example over the lunch period. Other classes may be for durations between one hour and three hours, and
- special workshops to address specific learning needs, as requested. These workshops may be up to two days duration.

### 4.2 Part-time individual instruction

Individual language training is offered on request to meet more specific needs. Such training must be considered a secondary method to attaining one's language objective, unless the employee is close to attaining the target proficiency level.

### 4.3 Intensive Group or Individual Instruction

Individual or group instruction offered on a full-time basis over a short time period (e.g. block course for a one week period)

### 4.4 NEB supplied materials

NEB will provide dictionaries and Bescherelles.

### 4.5 Student satisfaction

At the end of each session, students are asked to complete a questionnaire developed by NEB on their satisfaction with the language training program. NEB will be responsible for managing and administering

the student satisfaction survey. A summary of the evaluation of the teachers is sent to the Contractor periodically.

## **5.0 EVALUATION OF STUDENTS**

Teachers and the Project Authority must work together to closely monitor the performance and progress of the students, both individually and collectively.

Teachers will meet with students individually to comment on their strengths and weaknesses and specify points that need improvement. They will record this information and other relevant observations in a progress report. They will administer tests to verify students' knowledge at the end of each objective. At the end of the course, they will recommend the next course level for each student.

## **6.0 PREMISES**

NEB will provide the training space. The Contractor will use the space solely to perform the services set out in the contract: training, administration of placement tests and related services.

## **7.0 SCHEDULES: GROUP AND INDIVIDUAL INSTRUCTION**

Group and/or individual courses will be scheduled on an as and when required basis, in consultation with the Contractor. If the Contractor cannot give a session on the proposed date(s), he/she must give two business days' notice to the Project Authority or his/her representative to enable NEB to make the necessary adjustments.

## **8.0 QUALITY ASSURANCE AND CONTROL**

The Project Authority or his/her representative may periodically attend classes to observe. If a teacher's performance is considered inadequate or progress insufficient, the Project Authority or his/her representative will inform the Contractor, who must take the necessary steps to remedy the situation in co-operation with the Project Authority or his/her representative.

## **9.0 MATERIALS**

Teachers will use the manuals and related materials consistent with PFL2 levels A and B and level C. To reinforce the concepts and enrich the training objectives, teachers are encouraged to supplement lessons using their own materials or materials from other sources.

## **10.0 TEACHERS**

The Contractor must agree to provide teachers for the entire duration of the group courses. These teachers must be the ones proposed in the bid and designated in the contract, unless the Contractor is unable to provide services for reasons beyond his/her control.

### **10.1 Absence of teachers**

If a teacher cannot be present for a class, he/she must notify NEB by email (**TBD@neb-one.gc.ca**) or telephone (**403-xxx-xxxx**) by 7:30 a.m. the day of the expected absence. Within 48 hours following the

absence, the teacher must inform the Project Authority or his/her representative of the date and time when the missed class will be held. The missed class must be made up immediately after the end of the session.

## 10.2 Replacement of a teacher

The Project Authority or his/her representative may ask the Contractor, in writing, to replace any teacher whose services are deemed unsatisfactory. The Contractor will have two business days to find a qualified replacement.

Before replacing a person designated in the contract, the Contractor will submit to the Project Authority or his/her representative, for approval, a written notice that states:

- a) the name of the proposed replacement and his/her résumé
- b) proof that the proposed replacement has a security clearance at the “Reliability Status” level.

NEB reserves the right to check references, request a résumé and copies of qualifications, and seek information from its own sources.

## 11.0 ENVIRONMENTAL CONSIDERATIONS

All services should be delivered in an environmentally responsible manner, to the fullest extent possible. Clients and suppliers will be encouraged to transmit work requests electronically.

All non-electronic correspondence and deliverables should be certified as originating from a sustainable managed forest and/or with a minimum of 30% recycled content and processed chlorine free, whenever possible. Double-sided photocopying will be the default unless otherwise specified by the Project or Contracting Authority. Photocopied documents are to be in black and white format unless otherwise specified.

The supplier will be encouraged to provide proof for client review and approval either on-screen or by e-mail, DVD or zip file, wherever possible.

The NEB is a scent-free workplace. To be considerate of employees with air borne sensitivities, teachers will refrain from using perfumes, colognes, and other scented products.

The National Energy Board (NEB) values the safety, health, and well-being of its employees. Accordingly, the NEB is committed to creating and maintaining a respectful workplace, one free of violence, harassment and other harmful behaviours, in which people work together productively, effectively, and in ways that foster collaboration and teamwork.

**ANNEX "B" - BASIS OF PAYMENT**

Applicable taxes are to be excluded from the prices quoted herein. Applicable taxes will be added as a separate item on the invoice, if applicable. All-inclusive FOB Destination price for the provision of all but not limited to administration costs, management personnel costs and any other related costs to perform the work in accordance with Annex "A" – Statement of Work:

	<b>Period</b>	<b>Estimated number of hours for evaluation purposes only.</b>	<b>Firm All Inclusive hourly rate, GST/HST extra, \$ Cdn</b>	<b>Extended total GST/HST extra, \$ Cdn</b>
<b>Initial Contract Period (from date of contract award to June 30, 2018)</b>				
1	Group Instruction part-time	100		
2	Individual Instruction part-time	50		
3	Individual Instruction full-time	40		
4	Group Instruction full-time	40		
5	Workshops (to address specific training needs)	8		
	<b>Total for initial period</b>			

<b>Contract Option Period 1 (from July 1, 2018 to June 30, 2019)</b>				
1	Group Instruction part-time	100		
2	Individual Instruction part-time	50		
3	Individual Instruction full-time	40		
4	Group Instruction full-time	40		
5	Workshops (to address specific training needs)	8		
	<b>Total for Option Period 1</b>			

<b>Contract Option Period 2 (from July 1, 2019 to June 30, 2020)</b>				
1	Group Instruction part-time	100		
2	Individual Instruction part-time	50		



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3	Individual Instruction full-time	40		
4	Group Instruction full-time	40		
5	Workshops (to address specific training needs)	8		
<b>Total for Option Period 2</b>				

<b>Contract Option Period 3 (from July 1, 2020 to June 30, 2021)</b>				
1	Group Instruction part-time	100		
2	Individual Instruction part-time	50		
3	Individual Instruction full-time	40		
4	Group Instruction full-time	40		
5	Workshops (to address specific training needs)	8		
<b>Total for Option Period 3</b>				