

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

See article 2.2 (Submission of Offers) of this solicitation – voir l'article 2.2 (Présentations des offres) de cet appel d'offres

REQUEST FOR STANDING OFFER DEMANDE D'OFFRES À COMMANDES

Departmental Individual Standing Offer (DISO) Offre à commandes individuelle et ministérielle (OCIM)

Canada, as represented by the Canadian Nuclear safety Commission, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par la Commission canadienne de sûreté nucléaire, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Instructions:

See Herein - Voir aux présentes

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title -Sujet: Language assessm language training services for Ca Commission (CNSC).					
Solicitation no N° de l'invitation :	Date:				
5000047745	August 29, 2019				
File No. – N° de dossier:					
5000047745					
Solicitation closes - L'invitation prend fin :	Time zone – Fuseau horaire:				
Tuesday, October 8, 2019 at 2:00 p.m.	Eastern Daylight Time (EDT)				
Address Enquiries to: - Adresser	toutes questions à:				
cnsc.solicitation-demandedesour	-				
Destination:					
See herein –Voir aux présentes					
Delivery required – Livraison exig See herein –Voir aux présentes	ée:				
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entreprise					
Vendor Contact – Personne resso	ource du fournisseur:				
Telephone No.:- No. de téléphone: Facsimile No.: - No. de télécopieur: Email : - Courriel :					
Name and title of person authorized to sign on behalf of supplier (type or print): Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)					

Date

Signature



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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 and Additional Information: includes the certifications and additional information 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.

1.2 **Summary**

1.2.1 The Canadian Nuclear Safety Commission (CNSC) has a requirement for Professional Services to provide both group and individual French Second Language Training and language assessment services to its employees who are predominantly in the National Capital Region. The training may be either full-time, part-time. distance (virtual) learning or in classroom, furnished at the Offeror's premises or on CNSC premises.

The objective of the second language training is to help employees attain/maintain the following levels in their second language:

- a) Levels B and/or C in Oral Proficiency;
- b) Levels B and/or C in Reading Comprehension; and
- c) Levels B and/or C in Written Expression.

Each Departmental Individual Standing Offer (DISO) awarded by CNSC will be for a period of two (2) years from the Standing Offer date of award, with the irrevocable option to extend the period of the Standing Offer by up to three (3) additional one-year (1) periods, under the same terms and conditions.

Streams of Work 1.2.2

Offerors may submit an Offer for **one OR more** streams of Work but may not submit more than one Offer per stream. For example, an Offeror can submit an Offer for streams 1A and 1B but cannot submit 2 Offers for stream 1A.

Stream Description	Up to the following number of Standing Offers may be awarded
1A: Full-time Group Training on Offeror Site- French	5
1B: Full-time Group Training on CNSC Site- French	5
2A: Part-time Group Training on Offeror Site – French	5
2B: Part-time Group Training on CNSC Site - French	5
3A: Full-time Individual Training on Offeror Site – French	8
3B: Full-time Individual Training on CNSC Site – French	8
4A: Part-time Individual Training on Offeror Site – French	8
4B: Part-time Individual Training on CNSC Site - French	8
5: Assessments and Distance (Virtual) Individual and Group Training – French	4
6: Assessments of Oral Proficiency, Written Expression, Reading Comprehension– French (Streams 1 to 4 only)	8

Note: It is estimated that the ratio of employees at CNSC who participate in individual training versus group training is 80:20.

STREAMS 1 and 2- FULL-TIME (25-35 hours) AND PART-TIME (15-24 hours) GROUP LANGUAGE TRAINING

Training will be conducted in groups for learners whose training needs, objectives and knowledge of the second language are at a similar level. Training will be delivered for group learners between 25 to 35 hours per week for full-time learners and between 15 to 24 hours per week for part-time learners. Groups will consist of up to eight (8) learners for full-time and part-time for B and C levels. Training will take place Monday to Friday excluding federal government statutory holidays.

STREAMS 3 AND 4 – FULL-TIME (25-35 hours) AND PART-TIME (3-24 hours) INDIVIDUAL LANGUAGE TRAINING

Training will be delivered for individual learners between 25 to 35 hours per week for full-time learners and between 3 to 24 hours per week for part-time learners from Monday to Friday excluding federal government statutory holidays.

STREAM 5 – ASSESSMENTS AND FULL-TIME (25-35 hours) AND PART-TIME (3-24 hours) INDIVIDUAL OR GROUP DISTANCE (VIRTUAL) LEARNING

Assessment testing will be performed to determine learner's current language profile as defined by the Canada School or Public Service (CSPS) and to identify the training needs of the individual learner in order for them to achieve their objectives.

Distance learning is a way of learning remotely without being in regular face-to-face contact with a teacher in the classroom and is a type of educational instruction that is delivered via the internet to learners using their computers. Distance learning is supported by a teacher/tutor in a group or individual setting. Training will be delivered between 25 to 35 hours per week for full-time learners and between 3 to 24 hours per week for part-time learners. Assessments and training will take place Monday to Friday excluding federal government statutory holidays.

STREAM 6 - ASSESSMENT TESTING FOR LEARNERS (Streams 1 to 4 only)

Assessment testing will be performed to determine learner's current language profile as defined by the Canada School or Public Service (CSPS) and to identify the training needs of the individual learner in order for them to achieve their objectives. The assessments that may be needed are Oral Proficiency, Written Expression, Reading Comprehension or any combination thereof. Assessments will take place Monday to Friday excluding federal government statutory holidays.

1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement, the North American Free Trade Agreement, the Canada-Chile Free Trade Agreement, the Canada-Peru Free Trade Agreement, the Canada-Columbia Free Trade Agreement, the Canada-Panama Free Trade Agreement, the Comprehensive Economic and Trade Agreement, the Canada-Honduras Free Trade Agreement, the Canada-Korea Free Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership and the Canada-Ukraine Free Trade Agreement

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance 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 Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

1.4 Debriefings

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

A de-brief is intended to:

- 1. Provide the Offeror with feedback on their proposal and the solicitation process;
- 2. Review the evaluation of the Offeror's proposal and explain where they met or failed to meet the criteria:
- 3. Identify strengths and weaknesses in the Offeror's proposal to assist them with preparing future proposals.

A de-brief is not an opportunity for the Offeror to debate the evaluation or request a re-evaluation of the proposal.

1.5 Office of the Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the RFSO by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2006</u> (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the RFSO with the following modification

Subsection 5.4 of <u>2006</u> amended by deleting "sixty (60) days" and inserting "180 days". If there is a conflict between the provisions of 2006 and this document, this document prevails.

With the exception of sections 1 and 3 of the 2006 (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services – Competitive Requirements, all references to the Minister of Public Works and Government Services should be deleted and replaced with the President of the Canadian Nuclear Safety Commission (CNSC). Also all reference to the Department of Public Works and Government Services should be deleted and replaced with the Canadian Nuclear Safety Commission.

2.2 Submission of Offers

a. Offers must be sent to, and received by, the Standing Offer Authority by the closing date and time of the solicitation at:

Email: cnsc.solicitation-demandedesoumission.ccsn@canada.ca

The following information should appear in the subject line of the e-mail:

- i CNSC solicitation number; and ii Project Title
- Canada will not be responsible for late Offers received at destination after the closing date and time, even if it was submitted before.
- c. Given that Offers will be received by email, a confirmation of receipt of Offer will be sent to the Offeror by the CNSC. CNSC is limited to individual emails of a maximum size of 15 MBs.
- d. Due to the nature of the solicitation, Offers transmitted by facsimile to CNSC will not be accepted.

2.3 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 <u>Public Service Superannuation Act</u> (PSSA) pension, the Offeror has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

See Part 5 – Certifications for Former Public Servant Certification Form.

2.4 Enquiries - Request for Standing Offers

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada

to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.5 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- a. Copies of Offer: Canada requests that Offerors provide their Offer in separately bound sections as follows:
 - i. Section I: Technical Offer (1 soft copy via email)
 - ii. Section II: Financial Offer (1 soft copy via email)
 - iii. Section III: Certifications not included in the Technical Offer (1 soft copy via email)

Prices must appear in the Financial Offer only. No prices are to be indicated in any other section of the Offer.

NB: Please note that in response to this RFSO individual emails cannot exceed 15 MBs in size.

- b. **Format for Offer:** Canada requests that Offerors follow the format instructions described below in the preparation of their Offer:
 - i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - ii. use a numbering system that corresponds to the solicitation;
 - iii. include a title page at the front of each volume of the Offer that includes the title, date, solicitation number, Offeror's name and address and contact information of its representative; and
 - iv. Include a table of contents.
 - v. Soft copies will be accepted in any of the following electronic formats:
 - Portable Document Format .pdf
 - Microsoft Word 97/2000 (.doc)

c. Submission of Only One Offer for Each Stream:

- i. An Offeror, including related entities, must submit only one Offer for each Stream in response to this solicitation. If an Offeror or any related entities participate in more than one Offer for each Stream (participating means being part of the Offeror, not being a subcontractor), Canada will provide those Offerors with two (2) working days to identify the single Offer to be considered by Canada. Failure to meet this deadline will result in all the affected Offers being disqualified.
- ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "related" to an Offeror if:
 - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - C. the entities have now or in the two years before solicitation closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

iii. Individual members of a joint venture cannot participate in another Offer, either by submitting an Offer alone or by participating in another joint venture.

d. Joint Venture Experience:

- i. Where the Offeror is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.
 - Example: An Offeror is a joint venture consisting of members L and O. A solicitation requires that the Offeror demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the Offeror has previously done the Work. This Offeror can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
- ii. A joint venture Offeror may rely on the experience of one of its members to meet any given technical criterion of this solicitation.
 - Example: An Offeror is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the Offeror have 3 years of experience providing maintenance service, and (b) that the Offeror have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the Offeror cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.
- iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Offeror is requested to indicate which joint venture member satisfies the requirement. If the Offeror has not identified which joint venture member satisfies the requirement, the Standing Offer Authority will provide an opportunity to the Offeror to submit this information during the evaluation period. If the Offeror does not submitted this information within the period set by the Standing Offer Authority, its Offer will be declared non-responsive.

Example: An Offeror is a joint venture consisting of members A and B. If a solicitation requires that the Offeror demonstrate experience providing resources a minimum number of 100 billable days, the Offeror may demonstrate that experience by submitting either:

- Contracts all signed by A;
- · Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

iv. Any Offeror with questions regarding the way in which a joint venture Offer will be evaluated should raise such questions through the Enquiries process as early as possible during the solicitation period.

3.1.1 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.

3.1.2 Section II: Financial Offer

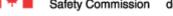


- a. Pricing: Offerors must submit their Financial Offer in accordance with the Pricing Schedule provided in Attachment 1 to Part 3 of this RFSO. The total amount of Applicable Taxes should be shown separately, if applicable.
- b. All Costs to be Included: The Financial Offer must include all costs for the requirement described in the solicitation for the entire Standing Offer, including any option periods if applicable. Firm allinclusive rates and totals shall include all expenses and costs incurred in the preparation and performance of the Work and deliverables including but not limited to pedagogical language advisory services, work of the teachers, course materials for all teachers and students, printing and copies of material, facilities, all communications costs such as long distance charges associated with training students via distance training, teleconferencing, all travel and living costs associated with providing training services to students and all other costs associated with the Offeror's delivery of the Work.

3.1.2.1 Exchange Rate Fluctuation

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

3.1.3 Section III: Certifications Offerors must sign and submit the certifications and additional information required under Part 5.



ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

- A. The Offeror should complete this pricing schedule and include it in its Financial Offer. When offering for a stream, at a minimum, the Offeror must respond to this pricing schedule by inserting in its Financial Offer its quoted firm all-inclusive hourly rate(s) (in Cdn \$) for each of the periods specified below and for all the items described within that stream.
- B. The rates specified below, when quoted by the Offeror, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its Offer:
 - i. all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: http://laws-lois.justice.gc.ca/eng/acts/N-4/;
 - ii. any travel expenses for travel between the Contractor's place of business and the NCR;
 - iii. any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the solicitation; and
 - costs incurred in the preparation and performance of the Work and deliverables including but iv. not limited to pedagogical language advisory services, work of the teachers, course materials for all teachers and students, printing and copies of material, facilities, all communications costs such as long distance charges associated with training students via distance training. teleconferencing, all travel and living costs associated with providing training services to students and all other costs associated with the supplier's delivery of the Work.

Stream 1A – Full time Group Training on Offeror Site – French – Up to 5 Standing Offers may be awarded						
Description	Initial Period (2 years) A	Option 1 (1 year) B	Option 2 (1 Year) C	Option 3 (1 Year) D	Total A+B+C+D	
Firm all-inclusive hourly rate per group	\$	\$	\$	\$	\$	
Sub-total (Evaluated Financial Offer Price)					\$	
Applicable Taxes					\$	
			·	Total	\$	

Stream 1B – Full time Group Training on CNSC Site – French – Up to 5 Standing Offers may be awarded							
Description	scription Initial Period Option 1 Option 2 Option 3 (2 years) (1 year) (1 Year) A B C D						
Firm all-inclusive hourly rate per group	\$	\$	\$	\$	\$		
Sub-total (Evaluated Financial Offer Price)							
Applicable Taxes					\$		
Total					\$		



Stream 2A – Part time Group Training on Offeror Site – French – Up to 5 Standing Offers may be awarded						
Description	Initial Period (2 years) A	Option 1 (1 year) B	Option 2 (1 Year) C	Option 3 (1 Year) D	Total A+B+C+D	
Firm all-inclusive hourly rate per group	\$	\$	\$	\$	\$	
Sub-total (Evaluated Financial Offer Price)					\$	
Applicable Taxes					\$	
Total					\$	

Stream 2B – Part time Group Training on CNSC Site – French – Up to 5 Standing Offers may be awarded						
Description	Initial Period (2 years) A	Option 1 (1 year) B	Option 2 (1 Year) C	Option 3 (1 Year) D	Total A+B+C+D	
Firm all-inclusive hourly rate per group	\$	\$	\$	\$	\$	
Sub-total (Evaluated Financial Offer Price)						
Applicable Taxes					\$	
	\$					

Stream 3A – Full time Individual Training on Offeror Site – French – Up to 8 Standing Offers may be awarded						
Description	Initial Period (2 years) A	Option 1 (1 year) B	Option 2 (1 Year) C	Option 3 (1 Year) D	Total A+B+C+D	
Firm all-inclusive hourly rate per learner	\$	\$	\$	\$	\$	
Sub-total (Evaluated Financial Offer Price)					\$	
Applicable Taxes					\$	
	Total					

Stream 3B – Full time Individual Training on CNSC Site – French – Up to 8 Standing Offers may be awarded						
Description	escription Initial Period Option 1 Option 2 Option 3 (2 years) (1 year) (1 Year) A B C D					
Firm all-inclusive hourly rate per learner	\$	\$	\$	\$	\$	
Sub-total (Evaluated Financial Offer Price)					\$	
Applicable Taxes					\$	
Total					\$	



Stream 4A – Part time Individual Training on Offeror Site – French – Up to 8 Standing Offers may be awarded						
Description	Initial Period (2 years) A	Option 1 (1 year) B	Option 2 (1 Year) C	Option 3 (1 Year) D	Total A+B+C+D	
Firm all-inclusive hourly rate per learner	\$	\$	\$	\$	\$	
Sub-total (Evaluated Financial Offer Price)					\$	
Applicable Taxes					\$	
Total					\$	

Stream 4B – Part time Individual Training on CNSC Site – French – Up to 8 Standing Offers may be awarded						
Description	Initial Period (2 years) A	Option 1 (1 year) B	Option 2 (1 Year) C	Option 3 (1 Year) D	Total A+B+C+D	
Firm all-inclusive hourly rate per learner	\$	\$	\$	\$	\$	
Sub-total (Evaluated Financial Offer Price)						
Applicable Taxes					\$	
	Total					

Stream 5 – Assessments and Distance (Virtual) Individual and Group Training – French - Up to 4 Standing Offers may be awarded					
Description	Initial Period (2 years) A	Option 1 (1 year) B	Option 2 (1 Year) C	Option 3 (1 Year) D	Total A+B+C+D
Firm all-inclusive	\$	\$	\$	\$	\$
hourly rate per group					
Firm all-inclusive	\$	\$	\$	\$	\$
hourly rate per learner					
Firm all-inclusive rate	\$	\$	\$	\$	\$
for Oral Proficiency					
Assessment					
Firm all-inclusive rate	\$	\$	\$	\$	\$
for Written Expression					
Assessment					
Firm all-inclusive rate	\$	\$	\$	\$	\$
for Reading					
Comprehension					
Assessment					
Firm all-inclusive rate	\$	\$	\$	\$	\$
for all three					
assessments					
Sub-total (Evaluated Financial Offer Price)					\$
Applicable Taxes					\$
Total					\$



Stream 6 - Assessment Testing for Learners for Streams 1 to 4 only - French - Up to 8 Standing Offers may be awarded

NB: All assessments will be conducted on the Offerors site.

Description	Initial Period (2 years) A	Option 1 (1 year) B	Option 2 (1 year) C	Option 3 (1 year) D	Total A+B+C+D
Firm all-inclusive rate for Oral Proficiency Assessment	\$	\$	\$	\$	\$
Firm all-inclusive rate for Written Expression Assessment	\$	\$	\$	\$	₩
Firm all-inclusive rate for Reading Comprehension Assessment	\$	\$	\$	\$	\$
Firm all-inclusive rate for all three assessments	\$	\$	\$	\$	\$
Sub-total (Evaluated Financial Offer Price)					\$
Applicable Taxes					\$
Total \$					

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 RFSO including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Offeror has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of Canada will evaluate the Offers. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the solicitation:
 - i. **Requests for Clarifications**: If Canada seeks clarification or verification from the Offeror about its Offer, the Offeror will have 2 working days (or a longer period if specified in writing by the Standing Offer Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the Offer being declared non-responsive.
 - ii. Requests for Further Information: If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2006, Request for Standing Offers Goods or Services Competitive Requirements:
 - A. verify any or all information provided by the Offeror in its Offer; or
 - B. contact any or all references supplied by the Offeror (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Offeror.

The Offeror must provide the information requested by Canada within 2 working days of a request by the Standing Offer Authority.

iii. Requests for Interviews: If Canada wishes to interview the Offeror and/or any or all of the resources proposed by the Offeror to fulfill the requirements of the solicitation, the Offeror will have 2 working days (or a longer period if specified in writing by the Canada) to make any necessary arrangements (at the Offeror's sole cost) for the interview to take place at a location specified by Canada. Failure to meet this deadline will result in the Offer being declared non-responsive.

Canada may conduct interviews with all compliant Offerors and/or any or all of the resources proposed by the compliant Offerors; or only with up to the top ranked (*number is reflective of the possible number of Standing Offer for a specified stream*) compliant Offeror(s) and/or any or all of the resources proposed by the top ranked compliant Offeror(s). If an interview changes the Offeror's ranking such that they are no longer the top ranked Offeror, the new top ranked Offeror and/or any or all of the resources proposed by the new top ranked Offeror will be interviewed. Should the same resource(s) be proposed by multiple Offerors, and Canada wishes to conduct interviews, the interview request will be sent in alphabetical order by the company name appearing on their Offer (i.e. numbered company, then A-Z). Only 1 interview will be held with the same resource proposed by more than one Offeror.

Failure of any Offeror and/or their resource(s) to attend the interview will result in the Offer being declared non-responsive. Any delay in the award of a Standing Offer to accommodate the Offerors and/or their resource's availability to attend interviews will be at the entire discretion of the Standing Offer Authority.

iv. **Extension of Time**: If additional time is required by the Offeror, the Standing Offer Authority may grant an extension in his or her sole discretion.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Each Offer will be reviewed to determine whether it meets the mandatory requirements of the RFSO. Any element of the RFSO that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Offers that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The mandatory evaluation criteria are described in Attachment 1 to Part 4, Technical Evaluation Criteria.

4.1.1.2 Point Rated Technical Criteria

Each Offer will be rated by assigning a score to the rated requirements, which are identified in the solicitation by the word "rated" or by reference to a score. Offerors who fail to submit complete Offers with all the information requested by this solicitation will be rated accordingly. The rated requirements are described in Attachment 1 to Part 4, Technical Evaluation Criteria.

Point rated technical criteria apply to streams 1 through 5 with the technical scores for each of the streams being calculated as per the tables below.

Technical Score for Streams 1A, 2A, 3A and 4A						
Applicable Evaluation Criteria	Maximum Available Points	Offeror's Score	Minimum Pass Mark			
R1.1	24	/24	13/24			
R2.1	55	/55	70/135			
R3.1	80	/80				
Maximum Available Points for R1.1, R2.1 and R3.1		/159	83/159			
Offeror's Score		/159				

Technical Score for Streams 1B, 2B, 3B, 4B and 5						
Applicable Evaluation Criteria	Maximum Available Points	Offeror's Score				
R2.1	55	/55				
R3.1	/80					
Maximum Available Points for R2.1 and R3.1 /135						
Minimum Pass Mark	70/135					
Offeror's Score		/135				

4.1.2 Financial Evaluation

4.1.2.1 Financial Offer

For financial evaluation and Offeror selection purposes only, the evaluated price of an Offer will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. The price of the Offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.1.2.2 Average Rate Calculation and Financial Scoring - Stream 1 to 4 only

The average rate for each stream will be calculated by adding the total Offer price of each Offeror for that stream, as outlined in section 4.1.2.4, and then dividing the total by the number of Offers. This will provide the average rate for each stream.

After conducting the calculation of the technical score (out of 70) and price score (out of 30) as outlined in section 4.2 Basis of Seclection - Highest Combined Rating of Technical Merit 70% and Price 30%, the following evaluation of the Offeror's rate will be performed.

% above or below the average rate	Point deductions from calculated pricing score as per section 4.2, Basis of Selection
25 or more %	Deduct 4 points from the score out of 30
22 to 24%	Deduct 3 points from the score out of 30
19 to 21%	Deduct 2 points from the score out of 30
16 to 18 %	Deduct 1 points from the score out of 30

4.1.2.3 Variation in Rates from Year to Year

Rates quoted by Offerors for each of the optional Standing Offer periods must not be lower than the corresponding rates quoted for the initial Standing Offer period or the previous option period.

4.1.2.4 Calculation of Evaluated Offer Price for Each Stream

The evaluated Offer price for each stream will be determined for each Offeror by adding its firm hourly rates for the initial contract period and each of the option periods.

4.1.2.5 Substantiation of Professional Services Rates

In Canada's experience, Offerors will from time to time propose rates at the time of bidding for one or more categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services offered, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for specific resource categories). Examples of price support that Canada would consider satisfactory include:

- a. documentation (such as billing records) that shows that the Offeror has recently provided and invoiced another customer (with whom the Offeror deals at arm's length) for services similar to the services that would be provided by the relevant category, where those services were provided for at least one month and the fees charged are equal to or less than the rate offered to Canada (to protect the privacy of the customer, the Offeror may black out the customer's name and personal information on the invoice submitted to Canada);
- a signed contract between the Offeror and an individual qualified (based on the qualifications described in this solicitation) to provide services under the relevant category, where the amount payable under that contract by the Offeror to the resource is equal to or less than the rate offer for that category;
- a signed contract with a subcontractor who will perform the Work under any resulting contract, which provides that the required services will be provided at a rate that is equal to or less than the rate offered for the relevant category (and where the resource meets all the qualifications described in this solicitation); or
- d. details regarding the salary paid to and benefits provided to the individuals employed by the Offeror qualified (based on the qualifications described in this solicitation) to provide services under the relevant category, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate offered for that category.

Once Canada requests substantiation of the rates offered for any category, it is the sole responsibility of the Offeror to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the rates it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Offeror's ability to provide the required services at the rates offered, while, at a minimum, recovering its own costs.

Where Canada determines that the information provided by the Offeror does not demonstrate the Offeror's ability to recover its own costs in providing the relevant resource, Canada may declare the Offer non-compliant, if the rate offered is at least 30% lower than the average price offered by compliant Offerors for the resulting contract for the relevant resource(s).

4.2 Basis of Selection

4.2.1 Streams 1 to 5 - Highest Combined Rating of Technical Merit 70% and Price 30%

- 1. To be declared responsive, an Offer must:
 - a. comply with all the requirements of the RFSO;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.
 - d. Offers not meeting (a) or (b) or (c) above will be declared non-responsive.
- 2. The selection for each stream 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.
- 3. To establish the technical merit score, the overall technical score for each responsive Offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
- 4. To establish the pricing score, each responsive Offer will be prorated against the lowest evaluated price and the ratio of 30 %.
- 5. For each responsive Offer, the technical merit score and the pricing score for the relevant stream will be added to determine its combined rating for that stream.
- 6. Neither the responsive Offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive Offers with the highest combined rating of technical merit and price for the given streams will be recommended for issuance of a Standing Offer.
- 7. The responsive Offers will be ranked in ascending order of Highest Combined Rating of Technical Merit and Price for each stream with the responsive Offer with the highest combined rating of merit and price being ranked first. The number of Offerors who will be recommended for a Standing Offer correlates to the identified number of Standing Offers that may be awarded per stream as identified in section 1.2 Summary, sub-section 1.2.1. In the event two or more responsive Offers have the same combined rating of technical merit and price, a Standing Offer will be awarded to each Offeror and would be considered as counting for only one Standing Offer in terms of the overall number of Offers awarded.

The table below illustrates an example where all three Offers are responsive for a given stream and the selection of the Offeror is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

		Offeror 1	Offeror 2	Offeror 3
Overall Score for All the Point Rated Technical Criteria		115/135	89/135	92/135
Evalu	uated Price of each Offer	\$55,000.00	\$50,000.00	\$45,000.00
Calcula t ions	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70



Score for the price	45,000/55,000 x 30 = 24.54	45,000/50,000 x 30 = 27.00	45,000/45,000 x 30 = 30.00
Combined Score	84.17	73.15	77.7
Overall Ranking	First	Third	Second

4.2.2 Stream 6 - Lowest Compliant Offer

An Offer must comply with the requirements of the solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive Offer with the lowest evaluated price for stream 6 will be recommended for award of a Standing Offer. The number of Offerors who will be recommended for a Standing Offer correlates to the identified number of Standing Offers that may be awarded per stream as identified in section 1.2 Summary, sub-section 1.2.1. In the event two or more responsive Offers have the same price, a Standing Offer will be awarded to each Offeror and would be considered as counting for only one Standing Offer in terms of the overall number of Offers awarded.

ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA

1.0 Instructions

If the Offeror is submitting an Offer for more than one (1) stream, for example Stream 1 and Stream 3, the same resource may be proposed for each stream but will be evaluated independently under each stream to ensure they meet the requirements of each stream.

1.1 Experience Validation Exercise

In accordance with the Standard Instructions 2006 (2019-03-04) referenced under Part 2 – Offeror Instructions as well as the certifications under Part 5, Canada reserves the right to verify and validate all information presented in the Offer.

Canada may contact client references, as outlined in Part 4, section 4.1 c), and/or conduct interviews with the Offeror's proposed resource(s) to validate their experience. This validation may include all criteria, both mandatory and point-rated, or specific mandatory and/or point-rated criteria. The validation of experience may include any or all of the following:

- i. confirming dates worked on a project
- ii. confirming the Work performed and deliverables produced on a project;
- iii. asking questions related to the resource's work experience on a project such as but not limited to steps taken to perform the task or overcoming challenges in the performance of the Work.

Canada may validate the information on a project by project basis or use a single project to validate the overall experience of a criterion. Should the information provided by the proposed resource or the client reference result in Canada being unable to validate the information presented in the Offer for any of the mandatory criteria, the criterion will be deemed as not met, the Offer will be deemed non-responsive and given no further consideration. Should the information provided by the proposed resource or the client reference result in Canada being unable to validate the information presented in the Offer for any of the point-rated criteria, either no points will be awarded for that specific criterion or the awarded points may be adjusted as applicable.

1.2 References

The Offeror should submit the name and contact information (email and/or telephone number) of at least 2 client references for whom the Offeror as well as the resource have provided French as a Second Language training.

2.0 Mandatory Technical Criteria

The Offer must meet the mandatory technical criteria specified below. The Offeror must provide the necessary information and documentation to clearly demonstrate compliance with these requirements. Simply repeating the statement contained in the solicitation without supporting detail is not sufficient and does not demonstrate compliance.

Any Offer which fails to meet the mandatory technical criteria will be declared non-responsive and will receive no further consideration. Each mandatory technical criterion should be addressed separately.

M1.5, M 5.4, M4.1 and R1.1 Proof of Performance (PoP)

Offerors who meet all the requirements (outside of M1.5, M5.4 and M4.1) under the mandatory criteria will proceed to the Proof of Performance evaluation for M1.5, M5.1, M4.1 and R1.1 which will be conducted by the CNSC evaluation team. For M1.5, M5.1 and R1.1, the CNSC evaluation team will attend a meeting at the Offeror's place of business where the Offeror will demonstrate the requirements outlined in the criteria. The Proof of Performance will consist of a Met/Not Met portion for M1.5 as well as a rated portion for R1.1. For M4.1 the CNSC evaluation team will be provided with log on information so the online training can be tested to ensure it meets the requirements. The Proof of Performance for M4.1 will be based on a Met/Not Met structure.

STREAMS 1 TO 4 - MANDATORY CRITERIA FOR OFFEROR, PEDAGOGICAL ADVISOR AND TEACHER

M1.1 MANDATORY CRITERIA FOR THE OFFEROR APPLIES TO STREAMS 1A &1B, 2A & 2B, 3A & 3B, AND 4A & 4B – FULL AND PART-TIME GROUP AND INDIVIDUAL TRAINING

	Mandatory Technical Criteria - Offeror					
#	Mandatory Technical Criteria	Offer Preparation Instructions	Cross-Reference to Proposal (where in the proposal the information can be found)			
M1.1	The Offeror must demonstrate that it has a minimum of 36,000 hours of experience, in the last 8 years at the time of RFSO closing, providing training in French as a second language to learners from departments and agencies* within the Canadian federal government. For the experience to qualify the following must be met: a) training was provided for a blend of the Beginner, Intermediate and Advanced levels as defined in Annex A, Statement of Work section 5.0; and b) training was provided for a blend of reading comprehension, written expression and oral proficiency. *as defined under schedules I to VI of the Financial Administration Act	To demonstrate this criterion, the Offeror should complete Table 1 below. At a minimum, the information required in the table, must be provided.				

	TABLE 1						
Project #	Start Date in mm-yy to mm- yy	End Date in mm-yy to mm- yy	Client Organization	Level of training (Beginner, Intermediate, Advanced)	Type of training (Reading, Comprehension, Oral)	Number of teaching hours accumulated	

M1.2 MANDATORY CRITERIA FOR THE OFFEROR APPLIES TO STREAMS 1A &1B, 2A & 2B, 3A & 3B, AND 4A & 4B - FULL AND PART-TIME GROUP AND INDIVIDUAL TRAINING

		Mandatory Tec	chnical Criteri	a - Offeror	
#	Mandatory [*]	Technical Crite	ria	Offer Preparation Instructions	Cross-Reference to Proposal (where in the proposal the information can be found)
M1.2	The Offeror must propresources below for setraining and who each requirements outlined Statement of Work, sets at the set of Work, set of Work, sets at the set of Work, se	econd language meet the langua in Annex A,		To demonstrate this criterion, the Offeror must submit a detailed CV for each proposed resource.	
	French – on Offeror site 3B: Full-time Individual Training-French – on CNSC site 4A: Part-time Individual Training-French – on Offeror site	1	2		
	4B: Part-time Individual Training- French – on CNSC site	1	2		

M1.3 MANDATORY CRITERIA FOR THE OFFEROR APPLIES TO STREAMS 1A &1B, 2A & 2B, 3A & 3B, AND 4A & 4B - FULL AND PART-TIME GROUP AND INDIVIDUAL TRAINING

Mandatory Technical Criteria - Offeror	

#	Mandatory Technical Criteria	Offer Preparation Instructions	Cross-Reference to Proposal (where in the proposal the information can be found)
M1.3	The Offeror must demonstrate that it has in place a policy or policies or a mechanism to address at a minimum the following: a) Harassment in the workplace; b) Violence in the workplace; and c) Code of conduct in the workplace; The Offeror must also provide a description of: d) their process for informing employees, learners and contractors of the above; and e) how they enforce them.	To demonstrate this criterion, the Offeror should submit a copy or copies of their policy/policies/me chanisms. If not included with the offer, it must be provided to the Standing Offer Authority upon request in the timeline in which it's requested. At a minimum the Offeror must provide the information included in Table 2 below.	

TABLE 2					
Policy Topic	Overview of information covered in the policy	Description of the process to inform employees, learners and contractors of the policy	Description of how these policies / mechanisms are enforced		
Harassment in the workplace					
Violence in the workplace					
Code of Conduct					

M1.4 MANDATORY CRITERIA FOR THE OFFEROR APPLIES TO STREAMS 1A &1B, 2A & 2B, 3A & 3B, AND 4A & 4B – FULL AND PART-TIME GROUP AND INDIVIDUAL TRAINING

Mandatory Technical Criteria - Offeror				
#	Mandatory Technical Criteria	Offer Preparation Instructions	Cross-Reference to Proposal (where in the proposal the	

*	Canadian Nuclear Safety Commission
T	Safety Commission

			information can be found)
M1.4	Human Resources Plan The Offeror must submit a Human Resources Plan detailing how it will effectively manage and support the nature of the Work in the Standing Offer. The Human Resources Plan must include the following elements: a) a recruitment plan identifying how the Offeror sources their resources; b) an employee retention plan identifying how the Offeror retains resources to ensure they meet required resourcing levels at any given time; and c) a risk management and contingency plan to account for turnover and resource replacement, absences, poor performance.	To demonstrate this criterion, the Offeror must submit a detailed HR plan outlining each of the topics. This criterion will be evaluated in R2.1.	

M1.5 MANDATORY CRITERIA FOR THE OFFEROR ONLY APPLIES TO STREAMS 1A, 2A, 3A AND 4A WHERE THE SERVICES WILL BE RENDERED ON THE OFFEROR'S SITE.

Mandatory Technical Criteria - Offeror				
#	Mandatory Technical Criteria	Indatory Technical Criteria Offer Preparation Instructions		
M1.5	The Offeror must demonstrate that their organization's training facilities meet the following requirements: a) Training facilities must be within a 27 kilometer radius of 280 Slater Street Ottawa ON K1P 1C2; b) Classroom must offer a minimum of 30 square feet per learner; c) Each classroom must be closed (walled-in) and must have a working area (chair and table) for each learner; d) An adjustable chair (with a back) must be available for each learner; e) Each classroom must have at least one door; f) There is a minimum of 1 computer with access to high speed Internet; g) A room where learners can eat their lunch h) Wi-Fi available inside the facilities; i) A whiteboard or flip chart or other writing or presentation device and markers; j) Heating and air conditioning must be able to be maintained between 21 and 24 degree Celsius in each classroom; k) Digital recorders to record oral exam	To demonstrate this criterion, the Offeror: i. must identify the location address(es) of their facilities that currently meet the requirements. The Offeror should insert the full address of their facility (ies) in Table 3 below. Note: CNSC will inspect the Offeror's training facilities to validate that they meet the		

	n)	simulation and oral exercises; A reference dictionary in both official languages; Self-study material in hard copy; Self-study material online; and At least one washroom with a toilet, sink, mirror and an instrument for drying hands.	requirements of this criterion.	
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TABLE 3					
Location Address:					
Mandatory Requirement	Met / Not Met and Supporting Information				
CNSC will evaluate the items below at the	Proof of Performance.				
a) Training facility is within a 27 kilometer radius of 280 Slater Street Ottawa ON K1P 1C2					
b) Classroom offers a minimum of 30 square feet per learner					
c) Each classroom must be closed (walled-in) and must have a working area (chair and table) for each learner					
d) An adjustable chair (with a back) must be available for each learner					
e) Each classroom must have at least one door					
f) There is a minimum of 1 computer access to high speed internet					
g) A room where learners can eat their lunch					
h) Wi-Fi is available inside the facilities					
i) A whiteboard or flip chart or other writing or presentation device and markers.					
j) Heating and air conditioning must be able to be maintained between 21 and 24 degrees Celsius in each classroom.					
k) Digital recorders to record oral exam simulation and oral exercises.					
A reference dictionary in both official languages					

m) Self-study material in hard copy	
n) Self-study material online	
o) At least one washroom with a toilet, sink, mirror and an instrument for drying hands.	

M2.1 MANDATORY CRITERIA FOR THE PEDAGOGICAL ADVISOR APPLIES TO STREAMS 1A &1B, 2A & 2B, 3A & 3B, AND 4A & 4B – FULL AND PART-TIME GROUP AND INDIVIDUAL TRAINING

	Mandatory Technical Criteria - Pedagogical Advisor					
#	Mandatory Technical Criteria	Offer Preparation Instructions	Cross-Reference to Proposal (where in the proposal the information can be found)			
	The Offeror must demonstrate that each proposed Pedagogical Advisor meets one of the following qualifications:	Qualification 1: To demonstrate this criterion, the Offeror:				
M2.1	a) Has a college diploma or university degree from a recognized Canadian university or, where the studies were conducted at an institution outside Canada, an acceptable equivalent as determined by a Canadian academic credential assessment service*; and b) a minimum of 1,000 hours of experience within the last 5 years, at the time of RFSO closing, as an advisor to second language training to adults. For the experience to qualify the resource must have performed at a minimum all of the following: i. coordination and planning of language training; ii. assessment of training participants at Beginner, Intermediate or Advanced levels as defined in Annex A, Statement of Work, section 5.0; iii. preparation of course calendars; iv. review of placement; v. development of training plans for employees of the Canadian government (Federal, Provincial, Municiple, Crown Corporation); *In cases where the studies have been done in an institution outside Canada, only a certificate equivalency granted by an institution certified to	i. Must at a minimum, provide the name of the university and the field of study in which the degree was earned. A copy of the university degree should be provided. If it's not included with the Offer, it must be provided to the Standing Offer Authority upon request in the timeline in which it's requested. ii. Should complete Table 4 below At a minimum, the information required in the table, must be provided. Qualification 2:				

credentials will be accepted. These institutions are identified on the website of the Canadian Information Centre for International Credentials at the following address: https://www.cicic.ca/

OR

Qualification 2:

 a) a minimum of 3,000 hours of experience within the last 5 years, at the time of RFSO closing, as an advisor to second language training to adults.

For the experience to qualify the resource must have performed at a minimum all of the following:

- i. coordination and planning of language training;
- ii. assessment of training participants at the Beginner, Intermediate or Advanced levels as defined in Annex A, Statement of Work, section 5.0:
- iii. preparation of course calendars;
- iv. review of placement;
- v. development of training plans for employees of the Canadian government (Federal, Provincial, Municiple, Crown Corporation);

*In cases where the studies have been done in an institution outside Canada, only a certificate equivalency granted by an institution certified to the recognition of equivalency Canadian credentials will be accepted. These institutions are identified on the website of the Canadian Information Centre for International Credentials at the following address: https://www.cicic.ca/

this criterion, the Offeror:

i. Should complete Table 4 below At a minimum, the information required in the table, must be provided.

	TABLE 4				
Project #	Start Date in mm-yy to mm- yy	End Date in mm-yy to mm- yy	Client Organization	Description of work performed that demonstrate the required tasks (simply repeating the listed tasks does not constitute demonstration)	Number of hours accumulated



M3.1 AND M3.2 MANDATORY CRITERIA FOR THE TEACHER APPLY TO STREAMS 1A &1B, 2A & 2B, 3A & 3B, AND 4A & 4B – FULL AND PART-TIME GROUP AND INDIVIDUAL TRAINING

	Mandatory Technical Criteria – Teacher						
#	Mandatory Technical Criteria	Offer Preparation Instructions	Cross-Reference to Proposal (where in the proposal the information can be found)				
M3.1	The Offeror must demonstrate that each proposed resource has a college diploma or university degree from a recognized Canadian university or, where the studies were conducted at an institution outside Canada, an acceptable equivalent as determined by a Canadian academic credential assessment service* *In cases where the studies have been done in an institution outside Canada, only a certificate equivalency granted by an institution certified to the recognition of equivalency Canadian credentials will be accepted. These institutions are identified on the website of the Canadian Information Centre for International Credentials at the following address: https://www.cicic.ca/	To demonstrate this criterion, the Offeror: i. Must at a minimum, provide the name of the university and the field of study in which the degree was earned. A copy of the university degree should be provided. If it's not included with the Offer, it must be provided to the Standing Offer Authority upon request in the timeline in which it's requested.					
M3.2	The Offeror must demonstrate that each proposed resource has at a minimum, 1,200 hours in the last 5 years, at the time of RFSO closing, delivering French as a second language to learners from departments and agencies* within the Canadian federal government. For the experience to qualify, the experience must have included, at a minimum, all of the following: i. Programme de français langue seconde (PFL2) was used; ii. French adult education program was applied. iii. training was provided at the Beginner, Intermediate and Advanced levels as defined in Annex A, Statement of Work section 5.0. iv. training was provided for a blend of reading comprehension, written expression and oral proficiency.	To demonstrate this criterion, the Offeror: i. Should complete Table 5 below. At a minimum, the information required in the table, must be provided.					



*as defined under schedules I to VI of the Financial	
Administration Act	

	TABLE 5						
Project #	Start Date in mm-yy to mm- yy	End Date in mm-yy to mm- yy	Client Organization	Level of training (Beginner, Intermediate, Advanced)	Type of training (Reading, Comprehension, Oral)	Number of teaching hours accumulated	

STREAM 5 - MANDATORY CRITERIA FOR OFFEROR, POINT OF CONTACT/ACCOUNT MANAGER AND **TEACHER/TUTOR**

M4.1 AND M4.2 MANDATORY CRITERIA FOR THE OFFEROR APPLY TO STREAM 5 - DISTANCE (VIRTUAL FULL AND PART-TIME GROUP AND INDIVIDUAL TRAINING

	Mandatory Technical Criteria - Offeror					
#	Mandatory Technical Criteria	Offer Preparation Instructions	Cross-Reference to Proposal (where in the proposal the information can be found)			
M4.1	The Offeror's proposed learning simulation for distance training must include at least one of the following WebEx, Skype, video conferencing, facetime, teleconferencing. It must also include at a minimum all the following: a) Screen sharing; b) Chat function; and c) A tutor or point of contact who is available to answer questions related to the training.	Note: CNSC will evaluate this criterion through the Proof of Performance to validate that they meet the requirements of this criterion.				
M4.2	Human Resources and Technical Support Plan The Offeror must submit a Human Resources Plan detailing how it will effectively manage and support the nature of the Work in the Standing Offer. The	To demonstrate this criterion, the Offeror must submit a detailed HR plan outlining each of the topics.				

ear sior

Huma	n Resources Plan must include the following	This criterion will be evaluated in	
	nio.	R2.1	
b b	 a recruitment plan identifying how the Offeror sources their resources; an employee retention plan identifying how the Offeror retains resources to ensure they meet required resourcing levels at any given time; and 		
С) a risk management and contingency plan to account for turnover and resource replacement, absences, poor performance.		

M4.3 MANDATORY CRITERIA FOR THE POINT OF CONTACT/ACCOUNT MANAGER APPLIES TO STREAM 5 - DISTANCE (VIRTUAL) FULL AND PART-TIME GROUP AND INDIVIDUAL TRAINING

	Mandatory Technical Criteria – Point of Contact / Account Manager						
#	Mandatory Technical Criteria	Offer Preparation Instructions	Cross-Reference to Proposal (where in the proposal the information can be found)				
M4.3	The Offeror must propose a resource* who will act as the point of contact or account manager for distance training and has at a minimum 1 year of experience in the last 5 years, at the time of RFSO closing, coordinating language training sessions. *Resource must meet the language requirements	To demonstrate this criterion, the Offeror: Should complete Table 6 below. At a minimum, the information required					
	in section 9 of Annex A, Statement of Work.	in the table, must be provided.					

	TABLE 6							
Project #	Start Date in mm- yy to mm- yy	End Date in mm-yy to mm- yy	Client Organization	Level of training Beginner, Intermediate, Advanced	Type of training (Reading, Comprehension, Oral)	Specific Tasks Performed to demonstrate coordination of language training sessions		



M4.4 MANDATORY CRITERIA FOR THE TEACHER / TUTOR APPLIES TO STREAM 5 - DISTANCE (VIRTUAL) FULL AND PART-TIME GROUP AND INDIVIDUAL TRAINING

	Mandatory Technical Criteria – Teacher / Tutor					
#	Mandatory Technical Criteria	Offer Preparation Instructions	Cross-Reference to Proposal (where in the proposal the information can be found)			
M4.4	The Offeror must propose a teacher/tutor who meets the language requirements defined under section 9 of Annex A, Statement of Work as well as the following qualification: a) has a college diploma or university degree from a recognized Canadian university or, where the studies were conducted at an institution outside Canada, an acceptable equivalent as determined by a Canadian academic credential assessment service*; AND b) has at a minimum, 1,200 hours in the last 5 years, at the time of RFSO closing, delivering French as a second language to learners from departments and agencies** within the Canadian federal government. For the experience to qualify, the experience must have included, at a minimum, all of the following: i. Programme de français langue seconde (PFL2) was used; ii. French adult education program was applied; iii. training was provided at a blend of Beginner, Intermediate and Advanced levels as defined in Annex A, Statement of Work section 5.0; iv. training was provided for a blend of reading comprehension, written expression and oral proficiency. *In cases where the studies have been done in an institution outside Canada, only a certificate equivalency granted by an institution certified to the recognition of equivalency Canadian credentials will be accepted. These institutions are identified on the website of the Canadian Information Centre for International Credentials at the following address: https://www.cicic.ca/ **as defined under schedules I to VI of the Financial Administration Act	To demonstrate this criterion, the Offeror: i. Must at a minimum, provide the name of the university and the field of study in which the degree was earned. A copy of the university degree should be provided. If it's not included with the Offer, it must be provided to the Standing Offer Authority upon request in the timeline in which it's requested. ii. Should complete Table 7 below. At a minimum, the information required in the table, must be provided.				

	TABLE 7						
Project #	Start Date in mm-yy to mm- yy	End Date in mm-yy to mm- yy	Client Organization	Level of training (Beginner, Intermediate, Advanced)	Type of training (Reading, Comprehension, Oral)	Number of teaching hours accumulated	

STREAM 6 - MANDATORY CRITERIA FOR OFFEROR AND ASSESSOR

M5.1 MANDATORY CRITERIA FOR THE OFFEROR APPLIES TO STREAM 6 – ASSESSMENT TESTING FOR LEARNERS IN STREAMS 1 TO 4

	Mandatory Technical Criteria - Offeror							
#	Mandatory Technical Criteria	Offer Preparation Instructions	Cross-Reference to Proposal (where in the proposal the information can be found)					
M5.1	The Offeror must demonstrate that their organization's assessment facilities meet the following requirements: a) Assessment facilities must be within a 27 kilometer radius of 280 Slater Street Ottawa ON K1P 1C2 b) Assessment room must offer a minimum of 30 square feet per learner; c) Each assessment room must be closed (walled-in) and must have at least 1 table or desk; d) An adjustable chair (with a back) must be available for the learner being assessed; e) Heating and air conditioning must be able to be maintained between 21 and 24 degree Celsius in each assessment room; f) Have digital recorders to record oral exam simulation and oral exercises; and g) Have at least one washroom with a toilet, sink,	To demonstrate this criterion, the Offeror: i. must identify the location address(es) of their facilities that currently meet the requirements. The Offeror should insert the full address of their facility (ies) in Table 8 below. Note: CNSC will inspect the Offeror's training facilities to						

mirror and instrument for drying hands.	validate that they	
	meet the	
	requirements of this	
	criterion.	

TABLE 8					
Location Address:	Location Address:				
CNSC will evaluate the items below at the	e Proof of Performance.				
Mandatory Requirement	Description of how the requirement is met				
a) Training facilities must be within a 27 kilometer radius of 280 Slater Street Ottawa ON K1P 1C2					
b) Assessment room must offer a minimum of 30 square feet per learner;					
c) Each assessment room must be closed (walled-in) and must have at least 1 table or desk					
d) An adjustable chair (with a back) must be available for the learner being assessed;					
e) Heating and air conditioning must be able to be maintained between 21 and 24 degree Celsius in each assessment room;					
f) Must have Digital recorders to record oral exam simulation and oral exercises;					
g) Have at least one washroom with a toilet, sink, mirror and insturment for drying hands.					

M5.2 AND M5.3 MANDATORY CRITERIA FOR THE ASSESSOR APPLY TO STREAM 6 – ASSESSMENT TESTING FOR LEARNERS IN STREAMS 1 TO 4

	Mandatory Technical Criteria – Assessor					
#	Mandatory Technical Criteria	Offer Preparation Instructions	Cross-Reference to Proposal (where in the proposal the information can be found)			
M5.2	The Offeror must propose one assessor and demonstrate that the proposed resource has a college diploma or university degree from a recognized Canadian university or, where the studies were conducted at an institution outside Canada, an acceptable equivalent as determined by	To demonstrate this criterion, the Offeror: i. Must at a minimum, provide the name of the				

	a Canadian academic credential assessment service* *In cases where the studies have been done in an institution outside Canada, only a certificate equivalency granted by an institution certified to the recognition of equivalency Canadian credentials will be accepted. These institutions are identified on the website of the Canadian Information Centre for International Credentials at the following address: https://www.cicic.ca/	university and the field of study in which the degree was earned. A copy of the university degree should be provided. If it's not included with the Offer, it must be provided to the Standing Offer Authority upon request in the timeline in which it's requested.
M5.3	The Offeror must demonstrate that the proposed resource has at a minimum 800 hours in the last 5 years, at the time of RFSO closing, delivering French as a second language to learners from departments and agencies* within the Canadian federal government. For the experience to qualify, the experience must have included, at a minimum, all of the following: i. Programme de français langue seconde (PFL2) was used; ii. French adult education program was applied. iii. training was provided at the Beginner, Intermediate and Advanced levels as defined in Annex A, Statement of Work section 5.0; iv. training was provided for a blend of reading comprehension, written expression and oral proficiency. *as defined under schedules I to VI of the Financial Administration Act	To demonstrate this criterion, the Offeror: Should complete Table 9 below. At a minimum, the information required in the table, must be provided.

	TABLE 9						
Project #	Start Date in mm-yy to mm- yy	End Date in mm-yy to mm- yy	Client Organization	Level of training (Beginner, Intermediate, Advanced)	Type of training (Reading, Comprehension, Oral)	Number of teaching hours accumulated	

*	Canadian Nuclear Safety Commission
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M5.4 MANDATORY CRITERIA FOR THE ASSESSOR APPLIES TO STREAM 6 - ASSESSMENT TESTING **FOR LEARNERS IN STREAMS 1 TO 4**

	Mandatory Technical Criteria – Assessor							
#	Mandatory Technical Criteria	Offer Preparation Instructions	Cross-Reference to Proposal (where in the proposal the information can be found)					
	The Offeror must demonstrater that the proposed resource has a minimum of 6 months of experience, in last 36 months, at the time of RFSO closing, conducting French language proficiency assessments which included assessing all of the following:	To demonstrate this criterion, the Offeror: i. Should complete Table 10 below. At a						
	a) Reading Comprehension b) Written Expression c) Oral Interaction	minimum, the information required in the table, must be provided.						
M5.4		ii. Provide a copy of an assessment conducted with all personal information redacted. If it's not included with the Offer, it must be provided to the Standing Offer Authority upon request in the timeline in which it's requested.						

TABLE 10						
Project #	Start Date in mm-yy to mm- yy	End Date in mm-yy to mm-yy	Client Organization	Type of assessment done (Reading, Comprehension, Oral)		



4.1.1.2 Point Rated Technical Criteria

Offers which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below. The Offeror must provide the necessary documentation to clearly demonstrate compliance with these requirements. Simply repeating the statement contained in the solicitation without supporting detail is not sufficient and does not demonstrate compliance.

Offers which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

See section 4.1.1.2 for information on how technical scores for each stream will be calculated.

STREAMS 1 TO 5 - POINT RATED CRITERIA FOR THE OFFEROR

R1.1 POINT RATED CRITERIA FOR THE OFFEROR APPLIES TO STREAMS 1A, 2A, 3A, and 4A - FULL AND PART-TIME GROUP AND INDIVIDUAL TRAINING ON THE OFFEROR'S SITE

	Point-Rated Technical Criteria - Offeror				
#	Poin-Rated Technical Criteria	Point Allocation	Cross-Reference to Proposal (where in the proposal the information can be found)		
R1.1	The Offeror should demonstrate that its facility has the amenities listed under a) to e). *For the purposes of R1.1, the same facility identified by the Offeror under M1.5. will be evaluated. This criterion will be evaluated using table 11 during the Proof of Performance verification of the Offeror's facility to validate that they meet the requirements under M1.5				
а)	The facility proposed by the Offeror has access to a parking lot which is located no more than 0.50km from the proposed facility.	There is acess to parking within 0.50km of the facility= 5 points There is no acess to parking within 0.50km of the facility= 0 points			
b)	The facility proposed by the Offeror is located at a maximum distance of 0.50km from a public transit stop.	Yes = 5 points No = 0 points			
c)	The facility proposed by the Offeror has a room, other than the classroom, where the learners can eat their lunch.	Yes = 5 points No = 0 points			
d)	The facility proposed by the Offeror has the following: a) A refridgerator	Refridgerator: Yes = 3 points No = 0 points Microwave oven:			



	b) A microwave oven	Yes = 3 points	
	,	No = 0 points	
	The facility proposed by the Offeror has a Window	Window:	
e)	in the classroom	Yes = 3	
		No = 0	
Total Available Points for R1.1		24	
Minimum Pass Mark		13	
Offeror's Score		/24	

TABLE 11		
Point-Rated Requirement	Description of how the requirement is met	
Location Address:		
CNSC will evaluate the items below at the	ne Proof of Performance.	
The facility proposed by the Offeror has access to a parking lot which is located no more than 0.50km from the proposed facility.		
The facility proposed by the Offeror is located at a maximum distance of 0.50km from a public transit stop.		
The facility proposed by the Offeror has a room, other than the classroom, where the learners can eat their lunch.		
The facility proposed by the Offeror has the following:		
a) A refridgerator b) A microwave oven		
The facility proposed by the Offeror has a Window in the classroom		

R2.1 AND R3.1 POINT RATED CRITERIA FOR THE OFFEROR APPLY TO STREAMS 1A & 1B, 2A & 2B, 3A & 2B, AND 4A & 2B AND 5.

Table A				
Points	Description			
0	Information provided does not address the approach and methodology for the element of the criterion.			
2	Information provided about the approach and methodology addresses the element of the criterion at a high level with little detail in the description. Not enough information is provided to assess the soundness of the approach and methodology.			
3	Information provided about the approach and methodology for the element of the criterion provides some detail and an overview but not enough information is provided to assess the soundness of the approach and methodology.			
4	Information provided about the approach and methodology for the element of the criterion is in depth and comprehensive and the approach and methodology is mostly sound.			

Information provided about the approach and methodology is in depth and comprehensive, and the approach and methodology is very sound.

# R2.1	Point Rated Technical Criteria The Offeror should describe their approach to their Hu		
	effectively manage and support the nature of the Worl should address the elements in a) to c) below:	k in the Standing Offer.	Specifically the Offeror
a)	A description of the Offeror's recruitment strategy and plan. i. How do you determine your recruitment needs to ensure you have the necessary resources ii. What are the considerations for determining the required skill sets (experience, education, qualification, etc.) iii. What sources, tools, methods are used to source qualified resources iv. What interviewing techniques are employed to ensure prospective candidates meet your skill requirements v. What is the process followed to validate and verify resources' skill set	Each element listed will be awarded points in accordance with Table A. i. /5 ii. /5 iii. /5 v. /5	
b)	A description of the Offeror's resource retention plan. i. How do you ensure you have resources available to provide required services when needs are not identified ii. What steps are taken to minimize turn over and unplanned changes in teachers iii. What strategies are employed to promote retention	Each element listed will be awarded points in accordance with Table A. i. /5 ii. /5 iii. /5	
c)	A description of the risk management and contingency plans to address the following: i. Turnover and resource replacement ii. Teacher absences iii. Teacher poor performance	Each element listed will be awarded points in accordance with Table A. i. /5 ii. /5	
R3.1	The Offeror should describe their approach and methodology to ensure that an appropriate learning plan is established and that learners are progressing as per the learning plan. Specifically the Offeror must address the elements in a) to b) below:		

a)	A description of the approach taken to establish the learning plan.		Each element listed will be awarded points in	
	i.	How do you assess the learning style of the learner	accordance with Table A multiplied	
	ii.	How do you determine which teacher(s) is a best fit based on learning style and objectives of the learner	by 2. i. /10	
	iii.	Considerations for establishing the learning plan based on learning style and objectives	ii. /10	
	iv.	Considerations for establishing timelines for learning and progress checkpoints	iii. /10	
			iv. /10	
b)		ription of the approach taken to evaluate ssion of learner.	Each element listed will be awarded points in	
	i.	What approach is taken to determine learner is progressing as per the learning plan	accordance with Table A multiplied	
	ii.	What adjustments are made if learner is advancing more quickly or not progressing as per the plan	by 2. i. /10	
	iii.	What measures are taken if the learner is way behind where they are expected to be.	ii. /10	
	iv.	What approach and steps are taken if there a lack of compatibility between the learner	iii. /10	
		and the teacher. (not a good fit)	iv. /10	
Maxim	um Ava	ilable Points for R2.1 and R3.1	135	
Minim	Minimum Pass Mark		70	
Offero	Offeror's Score		/ 135	

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a Standing Offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an Offer non-responsive, will have the right to set-aside a Standing Offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the Offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the Offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their Offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all Offerors must provide with their Offer, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the Offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the Offer non-responsive.

5.2.1 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" list) available at the bottom of the page of the Employment Canada-Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

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.

5.2.2 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, Offerors must provide the information required below before the issuance of a Standing Offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of Offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the Offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u> 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

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

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** $(\)$ **NO** $(\)$

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

5.2.3 Education and Experience – SACC Clause M3021T (12-07-16)

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

5.2.4 Status and Availability of Resources - SACC Clause M3020T (2016-01-28)

The Offeror certifies that, should it be issued a Standing Offer as a result of the RFSO, 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 qualified in its Offer, the Offeror may propose a substitute with similar qualifications and experience and/or be acceptable to Canada. 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 their services in relation to the Work to be performed and to submit their résumé to Canada. The Offeror must, upon receiving a request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of their availability. Failure to comply with the request may result in the Offer declared non-responsive.

5.2.5 Self-identification for providing accommodation to learners

While not a part of the evaluaiton process, we request that Offerors provide information on their capability to accommodate learners with physical, mental, emotional disorders and /or disabilities. This will assist the CNSC in determining which Offeror is able to and best suited to accommodate a learner's needs.

Description of Disability	Description of Accommodation (Equipment, Resources, Staff, Building / Facility Amenities, etc.)
Attention Disorders	
Chronic / Medical Disabilities	
Hearing Disabilities	
Learning Disabilities	
Mobility / Physical Disabilities	
Neurological Disorders	
Psychiatric / Psychological / Emotional Disabilities	
Speech and Language Disabilities	
Visual Conditions	
Stress / Anxiety Sensitivities	

5.3 Certifications

By submitting an Offer, the Offeror certifies that the inform above requirements is accurate and complete.	ation submitted by the Offeror in response to the
Signature of Offeror's Authorized Representative	Date

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

- 1. At the date of solicitation closing, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 Resulting Contract Clauses:
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites:
- 2. For additional information on security requirements, Offerors should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.
- 3. In the case of a joint venture Offeror, each member of the joint venture must meet the security requirements.
- 4. Canada may, at any time; request that an Offeror provide properly completed and signed Consent Forms (<u>Consent to a Criminal Record Verification form PWGSC-TPSGC 229</u>) for any or all contractors/resources within a specified time period. Failure to provide such Consent Forms within the time period provided will result in the Offer being declared non-responsive.
- 5. In addition to the verification of security clearances, Canada may require the contractor and/or its employees and/or subcontractor(s) performing the contract work to obtain fingerprints for criminal record checks. The Offeror and/or its employees and/or subcontractor(s) hereby agree to release any information required by Canada and to obtain their fingerprints by presenting themselves at any of the Commissionaires offices across Canada (https://www.commissionaires.ca/en/national/home). Failure to provide the above information will constitute grounds for Canada not to award the contract to the Offeror.
- 6. The CNSC reserves the right to reject any Offer following its review of the results of the security clearance verification process.

6.2 Insurance Requirements

The Offeror 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 Offeror is at its own expense and for its own benefit and protection. It does not release the Offeror from or reduce its liability under the Offer.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

The Security Requirement Check List (SRCL), as set out under Annex C and related clauses set out below apply to the Standing Offer.

- The Offeror and/or its personnel requiring access to Protected A information, assets or sensitive work site must at all times during the performance of the contract, maintain a valid RELIABLITY STATUS granted by Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC), Canadian Nuclear Safety Commission or another Federal Departments.
- 2. The Offeror and/or its personnel MUST NOT remove any PROTECTED and/or CLASSIFIED information or assets from the identified work site(s).
- 3. The Offeror and/or its personnel MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Canadian Nuclear Safety Commission.
- 5. The Offeror must comply with the provisions of the Security Requirement Check List attached to this Contract as Annex C.

Note:

- CNSC may, at any time; request that an Offeror provide properly completed and signed consent forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals aforementioned list within a specified time period.
- ii. The CNSC performs a criminal record name check (CRNC) on all resources who require access to the CNSC facilities for the performance of their work. The Offeror hereby agrees to release any information required by the CNSC in order for it to complete a verification of the resource's CRNC. Failure to provide such information may constitute grounds for Canada to terminate the contract.
- iii. The CNSC reserves the right to reject any resource following its review of the results of the CRNC verification.
- iv. The Offeror's resource(s) is responsible to return to the CNSC security officer (or other designated person) any building access cards issued under this Standing Offer. If such cards are not returned to the appropriate authority, the CNSC reserves the right to deduct from the Offeror's final invoice an amount sufficient to offset the CNSC's costs to replace any such cards.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

<u>2005</u> (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of services to the CNSC resulting from call-ups against the Standing Offer.

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

The data must be submitted on a quarterly to the Standing Offer Authority. The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

• 3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 30 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 against the Standing Offer is from the date of the Standing Offer to two years from the date of the Standing Offer (dates will be inserted upon award of the Standing Offer).

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 an additional three (3) one (1) year options under the same conditions and at the rates or prices 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 thirty (30) 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: Alexandra Millan

Title: Senior Contracting Officer

Canadian Nuclear Safety Commission, Corporate Services Branch

410 Laurier Avenue West Ottawa, ON K1P 5S9 Telephone: 613-995-9939

E-mail:alexandra.millan@canada.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon issuing a call-up the Contracting Authority is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by the CNSC.

7.5.2 Project Authority

The Project Authority for the Standing Offer is:

To be inserted at Standing Offer award.

Name: Title:

Organization: Canadian Nuclear Safety Commission

Address: 280 Slater Street Ottawa, ON

Telephone: E-mail address:

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

7.5.3 Offeror's Representative

The Offeror has identified the following person(s) as being responsible for administrative matters relating to this Standing Offers and any call-ups. The Offeror confirms that these individuals have the authority to represent them. The Offeror is responsible for ensuring the accuracy of the Offeror's Representative's contact information and for informing the Standing Offer Authority of any changes.

To be inserted at Standing Offer award.

The Offeror's Representative for the Standing Offer is:

Name:

Organization: Address: Telephone:

E-mail address:

7.6 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 <u>Public Service Superannuation Act</u> (PSSA) pension, the Offeror has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer include the procurement and contracting officers under the Contract Management Services unit.

7.8 Call-up Procedures

7.8.1 Identification of Offeror

For the purposes of this Standing Offer, only the Standing Offer Authority or its representative is authorized to designate the Offeror that will provide the services based on the following factors and call-up procedures.

7.8.2 Considerations for Designation of Services

An Offeror will be chosen and Work will be allocated based on the considertaions below which are listed in no particular order. Any one or combination of these considerations may factor into the allocation of Work to Offerors.

Geographic location



- Offeror performance ii.
- iii. Success rates
- Learner accommodation needs iv.
- Learner preference ٧.
- Best fit with learner vi.
- Availability of the Offeror vii.
- Price viii.

7.8.3 Allocation of Work

Allocation of Work to the Offeror shall be made in accordance with procedures outlined below.

Call-ups for Work against this Standing Offer will be processed as follows:

Streams 1 to 4:

- i. If the need arises, the CNSC will contact the chosen Offeror via e-mail and provide a brief description of the Work to be performed. Information will include:
 - a. the details of the services to be performed including current learner proficiency based on the assessment performed and targeted objective;
 - b. a schedule indicating anticipated timlines for delivery of the Work;
- If the Offeror is unable to perform the requested Work due to unavailability, the Offeror must notify the ii. CNSC, in writing via email, within two (2) working days of receiving the description of the Work to be performed. This process will then be repeated with the next chosen Offeror until such time as an Offeror capable of fulfilling the requirement is found. Should no Offeror be able to provide the Work requested. Canada reserves the right to procure the specified Work by other arrangements.
- iii. If the Offeror accepts the Work, the Offeror must notify the CNSC, in writing via email, within two (2) working days of receiving the Work description.
- iv. If the Offeror confirms that it is accepting the Work, the Offeror will submit to the CNSC, a proposal that includes:
 - a. a written confirmation of the number of hours;
 - b. a written confirmation of the spending limit;
 - c. a written confirmation of the training schedule; and
 - d. a written confirmation of the pedagogical advisor and teacher(s) assigned to the task.
- The CNSC will then prepare the call-up form and once approved send it to the Offeror. ٧.

Stream 5:

- i. If the need arises, the CNSC will contact the chosen Offeror via e-mail and provide a brief description of the Work to be performed. Information will include:
 - a. the details of the services to be performed including targeted objective;
 - b. a schedule indicating anticipated timelines for delivery of the Work;
- ii. If the Offeror is unable to perform the requested Work due to unavailability, the Offeror must notify the CNSC, in writing via email, within two (2) working days of receiving the description of the Work to be performed. This process will then be repeated with the next chosen Offeror until such time as an Offeror capable of fulfilling the requirement is found. Should no Offeror be able to provide the Work requested, Canada reserves the right to procure the specified Work by other arrangements.



- If the Offeror accepts the Work, the Offeror must notify the CNSC, in writing via email, within two (2) iii. working days of receiving the Work description.
- iv. If the Offeror confirms that it is accepting the Work, the CNSC will issue a call-up for the Offeror to perform the assessment to determine the learner's proficiency. Upon completion of the assessment, the Offeror will submit to the CNSC, a proposal that includes:
 - a. the results of the assessment:
 - b. a written confirmation of the training requirements based on the assessment;
 - c. a written confirmation of the cost of the training; and
 - d. a written confirmation of the point of contact and teacher/tutor will be should the training proceed.
- If the learner will be proceeding with the training, the CNSC will then prepare the call-up form and once ٧. approved send it to the Offeror.

Stream 6:

- i. If the need arises, the CNSC will contact the chosen Offeror via e-mail and provide a brief description of the Work to be performed. Information will include:
 - a. the type of assessment(s) that needs to be done:
 - b. an ideal timeframe for the assessment to be completed;
- ii. If the Offeror is unable to perform the requested Work due to unavailability, the Offeror must notify the CNSC, in writing via email, within two (2) working days of receiving the description of the Work to be performed. This process will then be repeated with the next chosen Offeror until such time as an Offeror capable of fulfilling the requirement is found. Should no Offeror be able to provide the Work requested. Canada reserves the right to procure the specified Work by other arrangements.
- If the Offeror accepts the Work, the Offeror must notify the CNSC, in writing via email, within two (2) iii. working days of receiving the Work description.
- iv. The CNSC will then prepare the call-up form and once approved send it to the Offeror.

Notes for all streams:

- A. The Offeror who performs the proficiency assessment in Stream 6 cannot also provide the training.
- B. The pedagogical advisor and teacher (streams 1 to 4), point of contact (stream 5) and assessor (stream 6) must be resources who have been qualified under the Standing Offer. If the Offeror cannot provide those resources they must contact the Standing Offer Authority. See section 7.11.2 for more information.
- C. An Offeror will not be penalized for declining the Work requested in a given email from the CNSC.
- D. Additional information on each work stream can be found in Annex A, Statement of Work.

7.9 **Call-up Instrument**

The Work will be authorized or confirmed by the CNSC using the duly completed form identified in paragraph 2 below.

- Call-ups must be made by CNSC authorized representatives under the Standing Offer and must be for services in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
- 2. A Call-Up Against a Standing Offer (942) form will be used to acquire the services. The form will be sent to the Offeror from the CNSC's contracting and procurement representative.

7.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions Standing Offers Goods or Services
- d) the general conditions 2035 (2018-06-21), General Conditions Higher Complexity Services
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- g) the Offeror's Offer dated _____ (to be inserted at Offer award), as clarified on _____ or as amended on _____ (to be inserted at Offer award, if applicable)

7.11 Certifications and Additional Information

7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.11.2 Status of Availability of Resources - Standing Offer

If for reasons beyond its control, the Offeror is unable to provide the services of an individual qualified under the 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.

7.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario (may be revised depending on the province in which the Offeror is located).

7.13 Cancellation and Postponement of Training prior to commencement of Training

7.13.1 Under clause 7.13.4 of this document, and without limiting the generality of the other terms and conditions of the Standing Offer, CNSC may at any time before the start date of the training identified in a Call-up, cancel or postpone, in whole or in part, the identified training by notifying the Offeror in writing. The cancellation or postponement may apply to one or more group sessions and/or one or more individuals.

7.13.2 Notice sent five (5) or more business days before the start of the training:

The CNSC shall not be liable to the Offeror if the notice is sent to the Offeror in compliance with clause 7.13.1 at least five (5) business days before the scheduled start date of the training. Under no circumstances shall the Offeror receive payment or be reimbursed for costs incurred after such notice has been sent.

7.13.3 Notice sent less than five (5) business days before the start for the training:

If the notice is not sent to the Offeror in compliance with clause 7.13.1 at least five (5) business days before the scheduled start date for the training, the Offeror shall be entitled to payment from CNSC for the cancelled training only (i.e. not postponed training) in accordance with the clause entitled "Cancellation Fees" in the Basis of Payment.

7.13.4 Section 30, Termination for Convenience, of General Conditions 2035, will be deemed not to apply when notice has been given pursuant to this clause.

7.14 Cancellation of Training following commencement of Training

CNSC shall pay the Offeror a cancellation fee in accordance with the clause entitled "Cancellation Fees" in the Basis of Payment should training be cancelled after the commencement of training.

7.15 Performance Management

7.15.1 Performance Monitoring and Measuring

The CNSC, through the HR Representative, CNSC Contracting Representative and feedback from learners, will rigourously monitor the performance of the Offeror and their resources to ensure that the CNSC is receiving best value for the service.

The CNSC may use a variety of methods to observe performance including but not limited to:

- i. Response times to requests
- ii. Course evaluation and feedback from learners
- iii. Observations from monitoring a training session or part of a training session
- iv. Progress reports from learning plans and milestone assessments
- v. Test results

The CNSC may be measuring, but not limited to, the following:

- a) Initial response times
- b) Accuracy of language proficiency assessments versus actual time needed to obtain levels
- c) Success rates of learners obtaining their levels within the timelines of the assessment and/or learning plan
- d) Variance in time of learners obtaining their levels within the timelines of the assessment and/or learning plan
- e) Offeror cancelling training in whole or in part
- f) Offeror resource turnover rates
- g) Offeror facilities
- h) Offeror's resource professionalism

7.15.2 Communicating Performance

Outside of ensuring best value for the CNSC, the intent of the performance monitoring is also to communicate the results to the Offeror and provide them with an opportunity to address issues, and make adjustments to improve performance. It will also provide the Offeror with an opportunity to communicate any concerns or challenges and provide feedback to the CNSC regarding learners effort and/or ability as well as any other information they wish to provide.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

The text under Section 34 - Conflict of Interest and Values and Ethics Codes for the Public Service, of General

Conditions 2035 referenced above is replaced by:

- i. The contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act (S.C. 2006, c. 9, s. 2) the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Sector, the Treasury Board Policy on Conflict of Interest and Post-Employment, the CNSC Values and Ethics Code, the CNSC Conflict of Interest and Post-Employment Policy, the CNSC Directive on Reporting and Managing Financial Conflicts of Interest and/or all other codes of conduct applicable within specific federal organizations cannot derive any direct benefit resulting from the contract.
- ii. Contractors, subcontractors, or any of their respective employees working full-time on CNSC premises must comply with the Values and Ethics Code for the Public Sector, the Treasury Board Policy on Conflict of Interest and Post-Employment, the CNSC Values and Ethics Code, the CNSC Conflict of Interest and Post-Employment Policy and the CNSC Directive on Reporting and Managing Financial Conflicts of Interest.
- iii. Post-employment procedures apply to individuals who have left the public sector.
- iv. The CNSC Values and Ethics Code, CNSC Conflict of Interest and Post-Employment Policy and the CNSC Directive on Reporting and Managing Financial Conflicts of Interest can be found at http://www.nuclearsafety.gc.ca/eng/about-us/values-and-ethics/index.cfm

7.2.2 Supplemental General Conditions

4008 (2008-12-12), Personal Information, apply to and form part of the Contract

7.3 Security Requirements

The Security Requirement Check List (SRCL), as set out under Annex C and related clauses set out below apply to the Offer.

- The Contractor and/or its personnel requiring access to Protected A information, assets or sensitive
 work site must at all times during the performance of the contract, maintain a valid RELIABLITY
 STATUS granted by Canadian Industrial Security Directorate (CISD), Public Works and Government
 Services Canada (PWGSC), Canadian Nuclear Safety Commission or another Federal Departments.
- 2. The Contractor and/or its personnel MUST NOT remove any PROTECTED and/or CLASSIFIED information or assets from the identified work site(s).
- 3. The Contractor and/or its personnel MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data.

- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Canadian Nuclear Safety Commission.
- 5. The Contractor must comply with the provisions of the Security Requirement Check List attached to this Contract as Annex C.

Note:

- i. CNSC may, at any time; request that a Contractor provide properly completed and signed consent forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals aforementioned list within a specified time period.
- ii. The CNSC performs a criminal record name check (CRNC) on all resources who require access to the CNSC facilities for the performance of their work. The Contractor hereby agrees to release any information required by the CNSC in order for it to complete a verification of the resource's CRNC. Failure to provide such information may constitute grounds for Canada to terminate the contract.
- iii. The CNSC reserves the right to reject any resource following its review of the results of the CRNC verification.
- iv. The Contractor's resource(s) is responsible to return to the CNSC security officer (or other designated person) any building access cards issued under this Contract. If such cards are not returned to the appropriate authority, the CNSC reserves the right to deduct from the Contractor's final invoice an amount sufficient to offset the CNSC's costs to replace any such cards.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is for the period identified in the individual call-up against the Standing Offer and any subsequent amendments.

7.4.2 Delivery Date

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

7.5 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7.6 Payment

7.6.1 Basis of Payment

7.6.1.1 Basis of Payment for language training services

The Contractor will be paid firm hourly rates, in accordance with Annex B, Basis of Payment, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra

7.6.1.2 Basis of Payment for assessment services

For the assessment services under streams 5 and 6, and in consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price per assessment in accordance with Annex B, Basis of Payment. Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work only, 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.

7.6.2 Method of Payment

7.6.2.1 Language Training Services - Monthly Payments

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.

7.6.2.2 Assessments – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.

7.6.3 Limitation of Expenditure - Streams 1 to 5

- 1. Canada's total liability to the Contractor under the Contract must not exceed the amount identified in the call-up. 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% committed, or
 - b. four 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.

7.6.4 Payment by Direct Deposit

 Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in <u>2035 General Conditions – Higher Complexity</u>, <u>Services (2018-06-21)</u> forming part of this Contract.

- 2. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority a Direct Deposit Enrolment Form, which is available on demand.
- 3. It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Direct Deposit Enrolment Form is up to date. Should the Contractor's information within the Direct Deposit Enrolment Form not be accurate or up to date, the provisions identified herein under (Article 16 Payment Period and Article 17 Interest on Overdue Accounts, set out in 2035 General Conditions Higher Complexity, Services (2018-06-21) forming part of this Contract will not apply, until the Contractor corrects the matter.

NOTE: Payment by credit card must not be accepted unless otherwise notified in writing by the Standing Offer Authority that payment by credit card is an acceptable method of payment.

7.6.5 T1204 - Direct Request by Customer Department

- 1. Pursuant to paragraph 221 (1)(d) of the <u>Income Tax Act</u>, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

7.7 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.8 Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must email invoices to cnsc.financefinance.ccsn@canada.ca OR mailed to the following address:

Canadian Nuclear Safety Commission Finance Division P.O. Box 1046, Station B Ottawa, ON Canada K1P 5S9

The Contractor must include the contract number and appropriate Applicable Taxes registration number on all invoices pertaining to the contract.

The last and final invoice shall be clearly marked "final invoice".

7.9 Insurance Requirements

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.

7.10 Compliance with Certifications

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror in its Offer 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. Certifications are subject to verification by Canada during the entire period of the Contract.

7.11 Applicable Laws

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

7.12 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) the supplemental general conditions <u>4008</u> (2008-121-12) Personal Information;
- (c) the general conditions <u>2035</u> (2018-06-21) General Conditions Higher Complexity Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment:
- (f) Annex C, Security Requirements Check List;
- (g) the Offeror's proposal.

7.13 Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

ANNEX "A" - STATEMENT OF WORK

Note: The Statement of Work under any DISO may be revised only to reflect the Work that would be performed under the specific stream or streams under which the DISOs are awarded. For example, a DISO awarded to an Offeror for stream 6 only would not include the Work for streams 1 through 5.

1. TITLE

Language assessments and French second language training services for Canadian Nuclear Safety Commission (CNSC).

2. OBJECTIVE

The objective of this Work is to assess employee's language competencies and to provide them with group and individual in-class or on-site or distance French language training services for various levels of competency in reading comprehension, written expression and oral proficiency.

Training objectives:

- · assess the linguistic profile of the employee;
- help employees attain the linguistic profile of their positions;
- help employees develop their second language ability; and
- · help employees maintain their second language ability.

The objective of second language training is to help employees attain and maintain the following levels, as defined by the Public Service Commission (PSC), in their second language:

- Levels B and/or C in reading comprehension;
- Levels B and/or C in written expression; and
- Levels B and/or C in oral proficiency.

3. BACKGROUND

In accordance with the Official Languages Act, every federal institution has the duty to ensure that any member of the public can communicate with and obtain available services from its head or central office in either official language, English or French. This is also true within Federal institutions in that officers and employees of all federal institutions have the right to use the official language of their choice.

The profile of specific positions are determined in accordance with the Treasury Board of Canada Secretariat's Qualification Standards in Relation to Official Languages (https://www.canada.ca/en/treasury-board-secretariat/services/staffing/qualification-standards/relation-official-languages.html)

The CNSC offers language training to its employees to enable them to attain the qualification standard of their position that will allow them to perform their tasks effectively in their second language and to provide services in English and French. Proficiency levels are measured in accordance with the Public Service Commission (PSC) standards..

4. SCOPE OF WORK

The Offeror must provide language profile assessments as well as second language training and related services following the Canada School of Public Service's (CSPS) training program, and as outlined in the individual streams. The training may be:

- Full-time or part-time
- In groups or individually
- In classrooms at the Offeror's premises or on CNSC premises or via distance (virtual) training.

4.1 Streams 1 and 2- Full-time (25-35 hours) and Part-time (15-24 hours) Group Language Training

Training will be conducted in groups for learners whose training needs, objectives and knowledge of the second language are at a similar level.

Training must:

- i. Be in groups of up to eight (8) learners.
- ii. Take place at the Offeror's premise or on CNSC site
- iii. Occur between the hours of 8:00am and 5:00pm
- iv. Take place during the week, Monday to Friday
- v. Be a maximum of 7.0 hours a day for a maximum of 35 hours

Note: Learners may be added to groups composed of learners other than CNSC employees provided that the Work is performed in accordance with the Standing Offer requirements.

4.2 Streams 3 and 4 - Full-time (25-35 hours) and Part-time (3-24 hours) Individual Language Training

Training must:

- i. Be delivered for individual learners between 25 to 35 hours per week for full-time learners
- ii. Be delivered for individual learners between 3 to 24 hours per week for part-time learners
- iii. Take place at the Offeror's premise or on CNSC site
- iv. Occur between the hours of 8:00am and 5:00pm
- v. Take place during the week, Monday to Friday
- vi. Be a maximum of 7.0 hours a day for a maximum of 35 hours

4.3 Stream 5 – Full-time (25-35 hours) and Part-time (3-24 hours) Individual or Group Distance (Virtual) Learning

Distance learning is a way of learning remotely without being in regular face-to-face contact with a teacher in the classroom and is a type of educational instruction that is delivered via the internet to students using their computers. Distance learning is supported by a teacher/tutor in a group or individual setting.

Training must be:

- i. Delivered using at least one of these formats WebEx, Skype, video conferencing, facetime, teleconferencing
- ii. Include screen sharing, chat function and a techer/tutor or point of contact who is available to answer questions related to the training.
- iii. Occur between the hours of 8:00am and 5:00pm
- iv. Take place during the week, Monday to Friday
- v. Be a maximum of 7.0 hours a day for a maximum of 35 hours

4.4 Stream 6 - Assessment Testing for Learners

The Offeror must perform assessment testing to determine learner's current language profile as defined by the Canada School or Public Service (CSPS) and identify the training needs of the individual learner in order for them to achieve their objectives. The assessments that may be needed are Oral Proficiency, Written Expression, Reading Comprehension or any combinication thereof.

Assessments must:

- i. Take place at the Offeror's premise
- ii. Occur between the hours of 8:00am and 5:00pm
- iii. Take place during the week, Monday to Friday

5. DELIVERY METHOD

CSPS and PSC Linguistic Profiles, Expectations and Format of Testing

5.1 Linguistic Profiles

Linguistic profiles are composed of three letters, each representing a different language skill:

First letter: reading comprehension
 Second letter: written expression

Third letter: oral interaction

Each letter also represents a language proficiency level:

A: beginnerB: intermediateC: advanced

These three letters make up your linguistic profile. For example, a BBC profile indicates the following:

• B: intermediate proficiency in reading comprehension

• B: intermediate proficiency in written expression

• C: advanced proficiency in oral interaction

5.2 Proficiency Expectations

Test of reading expression					
Level A	Level B	Level C			
Requires comprehension of texts on topics of limited scope A person reading at this level can: understand simple texts with elementary information grasp the main idea of texts on familiar topics	Requires comprehension of most descriptive or factual material on work-related topics A person reading at this level can: • grasp the main idea of most work-related texts • identify specific details • distinguish between main and subsidiary ideas	Requires comprehension of texts dealing with a wide variety of work-related topics A person reading at this level can: understand most complex details, inferences and fine points of meaning demonstrate good comprehension of specialized or less familiar material			
Score: 18 to 27	Score: 28 to 37	Score: 38 to 44			

Test of written expression				
Level A	Level B	Level C		
Ability to write very limited units of information	Ability to write short descriptive or factual texts	Ability to write explanations or descriptions in a variety of informal and formal work-related situations		
A person writing at this level can: • write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person	A person writing at this level can: • write with sufficient mastery of grammar and vocabulary to deal with explicit information on work-related topics	A person writing at this level can: • write texts in which the ideas are developed and presented in a coherent manner in which vocabulary, grammar and spelling are generally appropriate and require few corrections		



Score: 20 to 30 Score: 31 to 42 Score: 43 to 51

Test of oral proficiency				
Level A	Level B	Level C		
Understands most speech that deals with concrete and routine topics and is delivered slowly and clearly in standard speech	Understands the main points of clear standard speech that deals with concrete, work-related topics and is delivered at normal speed	Understands linguistically complex speech that deals with work-related topics and is spoken in standard dialect at normal speed		
A person speaking at this level can: • make themselves understood in short contributions, even though pauses and false starts are very evident • talk about everyday aspects of routine activities • handle a simple question-and-answer exchange	A person speaking at this level can: give a simple description of a concrete topic explain main points comprehensibly compare and discuss alternatives when complications arise speak with some spontaneity, although pauses for grammatical and lexical planning and repair are evident in longer stretches	A person speaking at this level can: • give clear, detailed descriptions of complex topics • summarize a discussion • express and sustain opinions • respond to complex and hypothetical questions		
A person speaking at this level: • has sufficient basic vocabulary and grammatical structures to conduct routine transactions involving familiar situations and topics • uses structures and vocabulary borrowed from another language which can interfere with the clarity of the message • has a pronunciation that requires close attention from the listener, but there are no long stretches that are unclear	A person speaking at this level: • has sufficient vocabulary and a variety of simple grammatical structures to handle concrete, nonroutine situations and topics and can link a series of simple elements into a connected sequence when giving a factual description • may be miscommunicating in some areas, but most stretches are clear • has a pronunciation that is generally clear enough to be understood, despite an evident accent from another language • will, at times, be asked by the listener to repeat or clarify	A person speaking at this level: • has a fairly natural and even delivery, with occasional hesitations, but most hesitations are for ideas • has a broad range of vocabulary and structures when talking about complex and abstract topics, with a relatively high degree of control • makes errors, but these rarely lead to misunderstanding • has a pronunciation that is clear, even if an accent from another language is noticeable • has occasional mispronunciations but they rarely interfere with communication		

5. 3 Format of PSC Language Testing

Reading:

Made up of a variety of texts, for example:

- emails
- notes/memos

- letters
- information bulletins
- · excerpts from reports
- research papers

Assesses ability to understand texts written in the individual's second official language.

- 60 multiple-choice questions (only 50 count towards your score)
- 10 are pilot questions
- two question types:
 - 1. Choose the best word or group of words to insert in the blank
 - 2. Answer a question about the text
- maximum of 90 minutes to complete the test

Written:

Made up of a variety of texts, for example:

- emails
- notes/memos
- letters
- information bulletins
- · excerpts from reports
- research papers

Assesses knowledge of grammar, vocabulary and other aspects of written expression that are necessary to perform writing tasks dealing with work-related situations.

- 65 multiple-choice questions (only 55 count towards your score)
- 10 are pilot questions
- two question types:
 - 1. Fill in the blank
 - 2. Error identification
- maximum of 90 minutes to complete the test

Oral:

- includes language activities about work-related topics
- gets progressively more difficult
- · administered by telephone or face-to-face
- lasts anywhere from 20 to 40 minutes
- divided into four parts

Part 1: Questions and answers about work or other familiar activities

- 1. You answer brief questions about your work or other familiar activities (e.g., studies or volunteer activities, if you are not currently employed) for which short, factual responses are expected.
- 2. Duration: Two to six minutes.

Part 2: Listening and speaking in response to short audio recordings

- 1. You listen to two short voice-mail messages (10 to 15 seconds each) and two short work-related conversations (30 to 35 seconds each) twice.
- 2. Afterwards, you are asked to identify the reason for the call, what needs to be done or what help is being offered.
- 3. Duration: Approximately seven minutes.

Part 3: Talk with follow-up questions

- 1. The assessor proposes three topics for the talk.
- 2. You choose one topic and have a minute and a half to prepare for your talk.
- 3. Your talk should last approximately two to three minutes.
- 4. After your talk, you will be asked to answer follow-up questions.
- 5. Duration: 10 to 12 minutes.

Part 4: Listening and speaking in response to a longer audio recording

- You listen to a two-minute recording of a work-related conversation between two people at a meeting twice.
- 2. Afterwards, you are asked to provide a brief summary of its content and answer related questions.
- 3. Duration: 11 to 13 minutes.

As the test progresses, the assessor will inform you of the different phases.

Based on the degree of proficiency demonstrated during the test, the assessor will determine whether you have completed two, three or all four parts.

The assessment is not based on a point system (e.g., candidates do not lose points for each grammar mistake), but on your overall ability to communicate and deliver a clear message in your second language.

Note: any revisions or updates made by the PSC and/or CSPS to the above information will apply.

6. TEACHING APPROACH AND PRINCIPLES

Offerors must use CSPS' Programme de français langue seconde (PFL₂) training program. CSPS programs are based on the communicative approach and the adult education principles. The Offeror can use additional activities to supplement or enhance those of the CSPS and to meet learners' needs. The activities must be consistent with the training objectives and may be subject to Project Authority review and feedback.

The Offeror must use the following teaching practices:

- 1. Communicative Approach
 - ✓ encourage learners to communicate in the language being taught;
 - ✓ maximize the learner's speaking time;
 - √ have the learners practice the taught matter in communication situations that are relevant to them;
 - ✓ choose varied activities relevant to the learners;
 - ✓ use authentic documents; and
 - ✓ limit corrections on the basis of activity objectives and learner needs.
- 2. Adult Education Principles
- Provide plans for group activities and self-directed learning
- For each activity, give instructions and describe the process by specifying :
 - what the learners must do;
 - the duration of the acticity;
 - the anticipated results: and
 - the materials and tools to be used.
- For each activity, indicate the objective by specifying:
 - the knowledge or know-how that the activity is intended to develop; and
 - the link between the objective of the activity and the training objectives (TO);
- Provide learners with regular feedback on their strengths and the areas that need work in relation to the targeted objectives;
- Take into account the needs, interests and experience of learners while conducting the activities.

6.1 The PFL2 Programs

The CSPS PFL2 – A et B and PFL2 – C are the programs for language training in French. They cover levels A, B and C and enable learners to acquire the skills necessary to interact in French in the workplace and in everyday situations.

PFL2 – A et B comprise forty (40) Training Objectives (TOs) and are designed to ensure that the learner achieves or maintains level B proficiency.

PFL2 – C comprises two (2) preparatory sessions and four (4) modules, and is designed to ensure that the learner achieves or maintains level C.

The programs include self-learning material for developing listening, reading, writing and speaking skills. These materials are available on the MyAccount platform. Learners can use self-directed learning materials as needed outside training hours.

6.2 Training Material

For streams 1 to 4, the Offeror must acquire all hard-copy* and electronic training materials and provide them to learners. Hard-copy* materials given to learners become their property. Materials in electronic format are only accepted if the classroom is equipped with a computer for the teacher and for each learner in the classroom. The Offeror is also responsible for acquiring any additional CSPS program or other resource materials it deems necessary. For distance training all material will be electronic.

At a minimum, the following CSPS training program materials are to be used. Required materials for levels A and B in French:

- TOs 1 to 40 (40 workbooks)
- consolidations 1 to 4 (4 workbooks)
- self-assessments 1 to 4 (4 workbooks)

Required materials for level C in French:

Preparatory sessions 1 and 2 (2 workbooks)

*Hard copy material may be photocopies.

7. STREAMS and REQUIREMENTS

7.1 Stream 1 and 2 – Full-time (25-35 hours) and Part-time (15-24 hours) Group Language Training:

- These courses include general courses, namely, the Programme de français langue seconde for levels beginner, intermediate, advanced.
- After a course has begun, the Offeror must consult with CNSC prior to making any changes to the group level and composition. Should some learners be identified to take language training after a group course has begun, the Offeror will make every reasonable effort to integrate them into a group provided the maximum learner number is not exceeded.
- Services include but are not limited to:
 - course planning;
 - · determining training objectives;
 - developing course outlines;
 - planning the weekly schedule;
 - preparing activities to meet the various needs;
 - course administration;
 - maintaining the learners' attendance log;
 - evaluating and providing feedback;
 - administering tests to evaluate learner's progress
 - learning progress reports signed by the learner and teacher; and
- Should a learner feel that the group in which he or she has been placed is not appropriate, he or she will inform his or her teacher and the Offeror MUST immediately do the following:

- a) The Offeror must notify CNSC accordingly;
- b) The Offeror's Pedagogical Counsellor must re-evaluate the learner;
- c) The Offeror must offer placement options within existing groups.
- d) If no suitable groups exist, the learner will wait for a subsequent session.
- If one or more learners cannot be placed in a group, the Offeror must inform the CNSC Representative at least 5 calendar days prior to the start of the session.

7.2 Stream 3 and 4: Full-time (25-35 hours) and Part-time (3-24 hours) Individual Langauge Training

- This training is offered all year round with start dates depending on learner levels and availabilities.
- These courses include general courses, namely, the Programme de français langue seconde for levels BBB and CBC (PFL2, levels B and C). Services include but are not limited to:
 - meet with the learner to identify their learning style, review their learning objectives and review the language compentency assessment
 - Upon meeting with the learner, if revisions to the language assessment are required, these revisions
 must be communicated to the learner with reasons for revisions and the assessment must be
 updated
 - develop a learning plan and identify the teacher(s) best suited to the learner based on learning style
 and learning objectives and which includes at a minimum:
 - the overall goal of the learning to be achieved in the given timeline
 - the phases of the learning and the associated schedule for each target level
 - the work and learning to be conducted in each phase of the learning. May include the specific reference documents to be used, the homework to be conducted by the learner outside of the classroom.
 - the scheduled assessments to evaluate learner progress
 - course planning
 - determining training objectives;
 - · developing course outlines;
 - planning the weekly schedule;
 - preparing activities to meet the various needs:
 - course administration;
 - maintaining the learners' attendance log;
 - evaluating and providing feedback;
 - administering tests to evaluate learner's progress
 - learning progress reports signed by the learner and teacher; and

7.3 Stream 5 -Full-time (25-35 hours) and Part-time (3-24 hours) Individual or Group Distance (Virtual) Learning

- Distance learning is a way of learning remotely without being in regular face-to-face contact with a teacher in the classroom. The learner follows modules established by the Offeror with the specific starting point determined by the Offeror based on an assessment of the learner's language proficiency.
- This training is offered all year round with start dates depending on learner levels and availabilities.
- Services include but are not limited to:
 - conducting assessments to determine the language training needs and prepaing learner placement evaluations;
 - preparing and submitting a detailed report, within 2 days of completing the assessment, outlining the result of the assessment and includes depending on the assessment conducted:
 - o the learner's proficiency levels
 - o test results for Reading Comprehension and Written Expression
 - o determination of the learner's oral proficiency and detailed information of how these results

were determined

- the number of hours of training required for the learner to achieve their objectives
- · course planning;
- · determining training objectives;
- developing course outlines;
- planning the weekly schedule;
- preparing activities to meet the various needs;
- course administration;
- maintaining the learners' attendance log;
- evaluating and providing feedback;
- learning progress evaluations and reports; and
- testing of learner's progress

7.4 Stream 6 – Assessment Testing for Learners

- Learner assessment includes determining their language training needs and preparing learner placement evaluations.
- Assessments must be conducted in person at the Offeror's site or electronically or via telephone/videoconference.
- Assessments, based on the learner's availability, must be conducted within 10 business days of receiving the request from the CNSC
- Services include but are not limited to:
 - scheduling the assessment
 - conducting the assessment of the learner's language proficiency as outlined in sections 5.1 and 5.2 using tools such as the Modern Language Aptitude Test (MLAT),
 - preparing and submitting a detailed report, within 2 days of completing the assessment, outlining the result of the assessment and includes depending on the assessment conducted:
 - o the learner's proficiency levels
 - o test results for Reading Comprehension and Written Expression
 - determination of the learner's oral proficiency and detailed information of how these results were determined
 - the number of hours of training required for the learner to achieve their objectives

8. LANGUAGE OF COMMUNICATION WITH LEARNERS

The training welcome session, during which instructions are provided to learners, will occur in English. For matters related to facilitating the communication and understanding of the individual's learning capacity, communication with the learner will be done in the official language (French or English) of the learner's choice.

9. COMMUNICATION COMPETENCY OF PEDAGOGICAL ADVISORS AND TEACHERS

The Pedagogical Advisor and French language teacher must be able to communicate in French as follows:

Spoken

Able to use the language fluently and accurately on all levels normally pertinent to professional needs. Language usage and ability to function are fully successful. Can tailor language to audience and discuss in depth highly abstract or unfamiliar topics. Able to speak with a great deal of fluency, grammatical accuracy, complex vocabulary and in an idiomatic fashion.

Reading

Able to read fluently and accurately all styles and forms of the language in any subject as well as those pertinent to professional needs. Can follow unpredictable turns of thought readily in editorial, conjectural, and literary texts, as well as in materials in own special field, including official documents and correspondence.



Writing

Able to write the language precisely and accurately in a variety of prose pertinent to professional needs. Errors of grammar, syntax, punctuation and vocabulary are rare. Writing is consistently and explicitly organized with appropriate connectors and discourse devices (ellipsis, parallelisms, subordinates).

Given that some of the simulation, ateliers and COP learners may be beginners, the teacher must also be able to communicate in English to facilitate learning.

The Pedagogical Advisor and French language teacher should be able to communicate in English as follows:

Spoken

The teacher is able to use the language to satisfy professional needs in a wide range of tasks. Understanding is complete, including idioms and nuances. Basic and complex structures are fully controlled except for an occasional error in low-frequency structures.

Reading

The teacher is able to read with facility and appreciate a wide variety of texts as well as those pertinent to professional needs. Has a broad active general, specialized and abstract vocabulary. Able to comprehend a considerable range of complex structures and connotations.

Writing

The teacher is able to write in a variety of prose styles pertinent to general and professional needs. Good control of basic and complex structures, all verb tenses and tense sequence, syntax and punctuation.

10. TRAINING FACILITIES

10.1 Stream 1 to 4

The Offeror's training facilities must meet the following requirements:

- a) Training facilities must be within a 27 kilometer radius of 280 Slater Street Ottawa ON K1P 1C2;
- b) Classroom must offer a minimum of 30 square feet per learner;
- c) Each classroom must be closed (walled-in) and must have a working area (chair and table) for each learner;
- d) An adjustable chair (with a back) must be available for each learner:
- e) Each classroom must have at least one door:
- f) There is a minimum of 1 computer with access to high speed Internet;
- g) A room where learners can eat their lunch
- h) Wi-Fi available inside the facilities;
- A whiteboard or flip chart or other writing or presentation device and markers;
- Heating and air conditioning must be able to be maintained between 21 and 24 degree Celsius in each classroom:
- k) Digital recorders to record oral exam simulation and oral exercises;
- I) A reference dictionary in both official languages;
- m) Self-study material in hard copy;
- n) Self-study material online; and
- o) At least one washroom with a toilet, sink, mirror and an instrument for drying hands.

10.2 Stream 6

The Offeror's facilities must meet the following requirements:

- a) Assessment facilities must be within a 27 kilometer radius of 280 Slater Street Ottawa ON K1P 1C2
- b) Assessment room must offer a minimum of 30 square feet per learner;
- c) Each assessment room must be closed (walled-in) and must have at least 1 table or desk;
- d) An adjustable chair (with a back) must be available for the learner being assessed;
- e) Heating and air conditioning must be able to be maintained between 21 and 24 degree Celsius in each

assessment room;

- f) Have digital recorders to record oral exam simulation and oral exercises; and
- g) Have at least one washroom with a toilet, sink, mirror and instrument for drying hands.

Note: CNSC is responsible for facilities when services are rendered in its locations.

11. RESOURCE REQUIREMENTS

11.1 Streams 1 to 4

11.1.1 Pedagogical advisor

- 1. The Offeror must provide at least 1 pedagogical advisor at all times during the period of the Standing Offer who meets the language competency.
- 2. The pedagogical advisor must be the primary point of contact between the Offeror and the CNSC.
- 3. The pedagogical advisor must deliver welcome sessions to all learners at the beginning of their training. These sessions must cover the training program delivery, the roles and responsibilities of the teacher and pedagogical advisors, the facilities on site, and the attendance report.
- 4. During the period of the Standing Offer, the Offeror must advise CNSC immediately of any changes in the pedagogical advisor and provide qualified replacements within 5 working days.

The pedagogical advisor must:

- i. Assess learners to validate the result of the evaluation of the learner's proficiency and confirm the required number of hours of training required. All suggested changes to the initial assessment must be provided in writing to the CNSC representative and approved by the CNSC.
- ii. Develop training plans appropriate for individual learners' objectives;
- iii. Develop a course plan for each group;
- iv. Monitor the learners' progress against their individual training plans and incorporate teacher's feedback on their training plan progress;
- v. Produce and submit reports to the CNSC representative, as outlined under Section 21 Reports;
- vi. Supervise the teacher's educational practices and competencies, and monitor and supervise the work of the teachers;
- vii. Communicate, on an ongoing basis, with the CNSC Representative to apprise them of the progresss of the training and report any problems or issues;
- viii. Conduct in-class visits/observations every 3 weeks for full-time training classes;
- ix. Conduct in-class visits/observations every 6 weeks for part-time training classes;
- x. Ensure that courses are given in accordance with the requirements of the second language training program of the Offeror;
- xi. Notify the CNSC representative of any changes in teachers for the classes;
- xii. Ensure that teachers respect the start time of the classes, as well as the course plan;
- xiii. Meet quarterly with CNSC to discuss overall services and more often if issues arise;
- xiv. Respond to CNSC's emails within 48 hours and within 24 hours if the message is identified as urgent; and
- xv. Check the course plan; debrief teachers when there is a change in or replacement of teachers.

11.1.2 Teachers

- 1. On a quarterly basis, the Offeror must provide a list of available teachers that meet the qualifications identified in the Standing Offer document.
- 2. The French teachers must deliver French as second language training using the Offeror's second language training program.
- 3. CNSC reserves the option to have teachers changed.

The teachers must:

i. Prepare lesson plans in accordance with the training plan in order to provide French language training utilizing the Offeror's second language training program, while taking the learners' abilities

into account:

- ii. Provide training to groups and/or individual learners;
- iii. Provide input on learners' progress in the program to the pedagogical advisor;
- iv. Follow the course plan;
- v. Submit to the pedagogical advisor a report on attendance, as outlined under Section 21 Reports; and
- vi. Report to CNSC any anomalies or issues that occur during a class.

11.2 Stream 5

11.2.1 Point of Contact

- 1. The Offeror must provide at least 1 point of contact at all times during the period of the Standing Offer who meets the language competency.
- 2. The point of contact must be the primary point of contact between the Offeror and the CNSC.
- 3. The point of contact must provide information to the learner that covers the training program delivery, the roles and responsibilities of the teacher/tutor and point of contact, and the attendance report.
- 4. During the period of the Standing Offer, the Offeror must advise CNSC immediately of any changes in the point of contact and provide qualified replacements within 5 working days.

The point of contact must:

- i. Assess learners to determine their proficiency level and confirm the required number of hours of training required for learner to achieve their objective.
- ii. Develop training plans appropriate for individual learners' objectives;
- iii. Develop a course plan for each group;
- iv. Monitor the learners' progress against their individual training plans and incorporate teacher's feedback on their training plan progress;
- v. Produce and submit reports to the CNSC representative, as outlined under Section 21 Reports:
- vi. Monitor and supervise the work of the teacher/tutor;
- vii. Communicate, on an ongoing basis, with the CNSC Representative to apprise them of the progresss of the training and report any problems or issues;
- viii. Ensure that courses are given in accordance with the requirements of the second language training program of the Offeror;
- ix. Notify the CNSC representative of any changes in the teacher/tutor for the classes;
- x. Ensure that teachers/tutors respect the start time of the classes, as well as the course plan;
- xi. Discuss quarterly with CNSC overall services and more often if issues arise;
- xii. Respond to CNSC's emails within 48 hours and within 24 hours if the message is identified as urgent; and
- xiii. Check the course plan;

11.2.2 Teacher/Tutor

- 1. On a quarterly basis, the Offeror must provide a list of available teachers/tutors that meet the qualifications identified in the Standing Offer document.
- 2. The teacher/tutor must facilitate the French as second language training using the Offeror's second language training program.
- 3. CNSC reserves the option to have teachers/tutors changed. The changes will be reviewed and agreed to by both Offeror and CNSC.

The teacher/tutor must:

- Be available during the training sessions to answer questions and assist learners with language training related issues;
- ii. Provide training to groups and/or individual learners;
- iii. Provide input on learners' progress in the program to the point of contact;
- iv. Submit to the point of contact a report on attendance, as outlined under Section 21 Reports; and
- v. Report to CNSC any issues that occur during a session.

11.3 Absence of a teacher/tutor

If a teacher/tutor cannot be present for a class, the Offeror must notify the CNSC representative and the learners by email or telephone by 7:30 a.m. on the day of the absence. The Offeror must ensure that a back-up teacher /tutor is provided immediately for the absent teacher so the class can still be held on that day.

CNSC reserves the right to cancel the call-up and issue a new call-up to the subsequent Standing Offeror holder if a replacement is not provided immediately. If the number of absences and/or instances of lateness reaches 3 in a session, the CNSC may request a meeting with the Offeror to assess the situation.

11.4 Replacement of a teacher/tutor

The CNSC representative may ask the Offeror, in writing, to replace any teacher whose services are deemed unsatisfactory or non-compliant. The Offeror will have 2 working days to find a replacement. If the Offeror is unable to do so, CNSCS may terminate, without cost, the call-up. Similarly, if the teacher must be replaced for an unforeseen reason, the Offeror must replace the resource within 2 working days and must provide a back-up teacher/tutor to ensure continuity of the classes until the replacement resource is qualified under the Standing Offer.

The Offeror must advise CNSC in writing of any teachers/tutors replaced including the reason for the replacement. Replacing any teacher is subject to the following conditions:

- a) If the Offeror is at any time unable to provide the services of a person designated in the call-up, the replacement must have qualifications and experience that meets or exceeds those obtained for the original resource, and/or must be acceptable to Canada and must meet the security requirements outlined in the Offer.
- b) CNSC reserves the right to validate the replacement resource's experience and accreditations.
- c) In no case shall the Offeror have work performed by a person not authorized to work in Canada.

12. WELCOME SESSION

12.1 Streams 1 to 4

The pedagogical advisor must meet with all learners on their first day of training to provide information on the facilities and the training program. This session will cover at least the following: procedures for contacting the Offeror in the event of absences from class, procedures for requesting a meeting with the pedagogical advisor, and the objectives of the training program.

12.2 Stream 5

The point of contact must provide all learners on their first day of training information on the training program. This information will cover at least the following: procedures for contacting the Offeror in the event of absences from class, procedures for requesting a meeting with the point of contact, and the objectives of the training program.

13. SECOND LANGUAGE EVALUATION (SLE) TEST SCHEDULING

For learners who must take the SLE tests, the CNSC representative will make the necessary arranagements with the PSC and will provide the test date(s) to the learner and the pedagogical advisor.

14. QUALITY CONTROL OF FACILITIES

The Offeror must ensure that the training facilities comply with the relevant federal, provincial and municipal legislation, policies and standards. The Offeror must permit the CNSC representative(s) to visit the Offeror's premises at any time, with or without notice.

The CNSC representative(s) may periodically attend classes to observe them, at any time during the session. If a teacher's performance or progress is considered insufficient, the CNSC representative(s) will so inform the Offeror, who must take the necessary steps to remedy the situation in cooperation with the CNSC representative(s) .

15. PHOTOCOPIER

A black-and-white photocopier must be available to all learners at the Offeror's training facility at no additional cost to CNSC. The Offeror can limit the number or photocopies to a maximum of 25 pages a month per learner provided learners are given advance notice. The materials the Offeror must provide to learners as part of the language training program are not included in the photocopy limitation.

16. PRINTING

A black-and-white printer must be available to learners at no additional cost to CNSC to allow learners to print from a computer. The Offeror can limit the number or photocopies to a maximum of 25 pages a month per learner provided learners are given advance notice. The materials the Offeror is required to provide to learnersas part of the language training program are not included in the printing limitation.

17. COMPLAINT OR INTERVENTION PROCESS

The pedagogical advisor must conduct all learner interventions, upon the request of a learner, a teacher or the CNSC representative, and must provide an intervention report to the CNSC representative, on the business day following the request.

The pedagogical advisor must intervene when a learner's behaviour (e.g. absenteeism, tardiness or difficulty with other learners or the teachers) disrupts the group's training. The advisor must also ensure that classroom pedagogical practices are suited to learners' needs and that the CSPS pedagogical recommendations are followed.

The pedagogical advisor must provide the CNSC representative, with a detailed report on the proposed teaching practices and interventions. The report must be provided no later than two (2) business days after the pedagogical adviser becomes aware of the complaint, unless otherwise indicated by the CNSC representative.

18. ONE-ON-ONE MEETINGS - Streams 1 and 2

The teacher must meet individually with each learner once per week for 30 minutes. During this time, the learners who are not in the meeting must perform self-learning activities. The teacher must meet with a maximum of two (2) learners per day. Learners must therefore perform two (2) to three (3) hours of self-learning per week to allow for one-on-one meetings. These hours of self-learning must be added to those taking place during the teacher's preparation time for a total of seven (7) to eight (8) hours of self-learning per week.

19. CNSC FACILITIES: LOCATION

When training is provided on CNSC site, it will take place on government premises, at the following location(s):

- a. 410 Laurier Avenue West, Ottawa
- b. 280 Slater Street

20. STATUTORY HOLIDAYS RECOGNIZED BY THE FEDERAL GOVERNMENT

The following days are recognized federal holidays and no classes will be held on these days.

- a. January 1*
- b. Good Friday

- c. Easter Monday
- d. Victoria Day
- e. July 1 *
- f. Provincial civic holiday (first Monday of August in Ontario)
- g. Labour Day (first Monday of September)
- h. Thanksgiving (second Monday of October)
- i. Remembrance Day (November 11) *
- j. December 25 and 26*
- * If the holiday falls on a weekend, it is celebrated on the following business day.

21. DELIVERABLES

- 1. A copy of the course outlines and plans as well as learning plan, and any subsequent revisions to these documents, must be provided to the CNSC representative
- 2. All reports must be prepared in an electronic format compatible with Microsoft Office suite and delivered to the CNSC representative via email .
- 3. The Offeror must submit the reports and other documents identified herein in either official language, as specified by the CNSC representative.

22. REPORTS FROM THE OFFEROR

22.1 Types of reports, exams and evaluations

- a) The Offeror must submit a template for each type of report, exam and evaluation requested under this Standing Offer to the CNSC representative for review and approval within 30 calendar days of issuance of a Standing Offer
- b) The Offeror must provide the reports and placement tests listed below according to the timetables for each report, exam and evaluation, as well as at the request of the CNSC representative.
- c) All reports must be completed electronically, hand written reports will not be accepted.
- d) Reports given to learners must be provided in their first official language.
- e) The Offeror must collect from learners only the minimum amount of personal information required to perform the work. Any such information must be protected, in accordance with the Privacy Act.

22.2 Pedagogical advisor's visit report - Streams 1 to 4

- For group and individual training, the pedagogical advisor must provide the CNSC representative with a report after each classroom visit. The report must, as a minimum, answer at least the following questions:
 - a) Are the course objectives clearly defined?
 - b) Is the attendance sheet up to date?
 - c) Is the teacher following the course plan and supplementing it appropriately?
 - d) Are the learners / Is the learner actively participating in the class?
 - e) Are explanations clear and accurate, and do they answer learners' questions?
 - f) Is the teacher adapting their teaching method to learners' needs?
 - g) Additional information as per judgment of pedagogical advisor.
- 2. The report on each pedagogical visit must be submitted within 5 calendar days of the visit.
- 3. The first visit of the pedagogical advisor for full-time training must take place after 37.5 hours of course time, and subsequent visits must take place every 3 weeks.

22.3 Monthly attendance reports - Streams 1 to 5

1. The pedagogical advisor / point of contact must provide the CNSC representative with a monthly

attendance report within 15 calendar days of the first of each month and at the request of the CNSC representative.

- 2. The attendance report must include, but is not limited to, the following information:
 - a) Month of the monthly attendance report
 - b) Calendar of class days
 - c) Session of training if group training
 - d) Call-up number
 - e) Target language
 - f) Training room
 - g) Learner and teacher names
 - h) Reason for absence (tardiness, early departure, sick, work and late cancellation)
 - i) Number of hours of training attended
 - j) Number of hours of training provided
 - k) Learner and teacher signatures and signature dates

22.4 Learner Progress Report - Streams 1 to 5 only

As per the learning or course plan, tests must be administered to gauge the learners' progress. Upon completion of each milestone identified in the learning or course plan, a detailed progress report must be prepared and signed by the teacher and the learner. The teacher must then send the report to the pedagogical advisor for review and who will then send a copy electronically to the CNSC representative.

For stream 5 the reports can be sent to the CNSC representative electronically or they Offeror can provide the CNSC representative(s) with an Administrative log-in account so they may view the reports for individual CNSC learners.

At a minimum, the report must include:

- a) Date the test was done
- b) The learner's name
- c) The milestone that was expected to be achieved as per the learning or course plan
- d) The results of the test
- e) Detailed information of the learners' proficiency and how the basis for determining the results including but not limited to the evaluation of:
 - o Overall evaluation
 - Oral proficiency clarity and consistency
 - Use of appropriate grammar
 - Understanding
 - o Pronunciation
 - o Fluency and pace
 - Vocabulary building
 - Communication strategies
 - o Self-correction
 - o Learning pace
 - Written expression
 - Reading comprehension
 - Language aspects that need to be improved or worked on
- f) Observations and recommendations
- g) Whether or not the learner is on target to meet the timelines of the learning plan and when they'll be ready for testing

Note: the report may vary depending on the type of training the learner is taking. If they are only taking written expression and reading comprehension, the Offeror would not be required to report on oral interaction.

22.5 Assessment Report of learner's proficiency - Stream 5 and 6 only

The assessment report must reflect the PSC and CSPS structure and at a minimum include:

- a) The learner's proficiency levels
- b) Test results for Reading Comprehension and Written Expression
- c) The number of hours of training required for the learner to achieve their objectives
- d) Determination of the learner's oral proficiency and detailed information of how these results were determined in terms of:
 - Overall evaluation
 - Oral proficiency clarity and consistency
 - Use of appropriate grammar
 - Understanding
 - o Pronunciation
 - Fluency and pace
 - Vocabulary building
 - o Communication strategies
 - Self-correction
 - Learning pace
 - Written expression
 - Reading comprehension
 - o Language aspects that need to be improved or worked on

Note: the assessment may vary depending on the type of assessment the learner requires. is taking. If they only require an assessment of written expression and reading comprehension, the Offeror would not be required to report on oral interaction.

22.6 Report frequency and due date

Name of Report	Frequency	Due date
Assessment report	After each assessment	5 business days after assessment
Pedagogical Advisor's Visit Report Streams 1 to 4 only	After each visit	5 business days after the visit
Progress Report Streams 1 to 5 only	As per the course and learning plan	Within 5 business days of completing the test
Monthly Attendance Report Streams 1 to 5 only	Every month	Within 10 business days of the first of each month

23. CNSC RESPONSIBILITIES

The CNSC's Human Resources Division is responsible for the management and administration of the Language Training program. This includes establishing the timetable for the courses, monitoring training progress, ensuring assurance and quality control of services provided, as well as developing guidelines and instruction for the management and administration of language training services at CNSC.

23.1 Reports produced by the CNSC

23.1.1 Course Evaluation

The CNSC will at a minimum at the end of the course, but may request feedback at intervals throughout the traiing, ask all learners to complete an evaluation form in which they write their comments and indicate their level of satisfaction with all aspects of the course.

The evaluation will include, but is not limited to, the following information:

Course Evaluation

Description	Decrease
Description	Response
Type of training attended	
Dates training attended	
Teacher or Tutor name:	
Learner's Name	
Training Location	tant to which way agree (or diagonal) with the
Using the scale below, please indicate indicate the exfollowing statements:	tent to which you agree (or disagree) with the
1 = Strongly Disagree	
2 = Partly disagree	
3 = Partly agree	
4 = Strongly Agree	
5 = Not applicable	
Training Objectives	
The training objectives were clearly defined.	
I think that the course objectives were met.	
The training met my needs.	
The training increased my knowledge and competencies	
Training Material	
The teaching materials were distributed at the	
beginning of the session.	
The teaching materials were interesting.	
The teaching materials were appropriate	
for my language level.	
The teaching materials met my needs.	
The proposed exercises were relevant to the	
training.	
Teacher/Tutor	
The teacher/tutor was well prepared.	
The teacher/tutor started and ended the course at the scheduled times	
The teacher/tutor had a good grasp of the subject.	
The teacher/tutor provided clear, precise explanations.	
The teacher/tutor encouraged learner participation.	
The teacher/tutor made the course interesting.	
The teacher/tutor was open to my needs.	

The teacher/tutor met my needs.	
Facilities if applicable	
The training facilities were conducive to learning	
There was enough equipment in the	
classroom to make the course effective.	
Overall Rating	
Overall, I am satisfied with the training I received.	
I would recommend this training to my co-workers.	
Additional Comments	
Is there anything on which you would like to	
comment that hasn't been covered above?	
Do you have any comments that would	
help improve the training?	

22.1.2 Offeror Report Card

The CNSC may monitor Offeror performance based on a number of factors which include but are not limited to:

- a) Supplier performance
- b) Turn over of resources
- c) Accuracy of assessed hours required to attain learner objective
- d) If the learner achieved their objectives in the timelines indicated on the course or learning plan
- e) Success rates of the learner meeting objectives and the timelines in which it happened
- f) Facilities, if applicable
- g) Observations from CNSC representatives monitoring classes



ANNEX "B" - BASIS OF PAYMENT

1.0 Professional Services

Stream 1A – Full time Group Training on Offeror Site – French – Up to 5 Standing Offers may be awarded						
Description	Initial Period Option 1 Option 2 Option 3 Total (2 years) (1 year) (1 Year) (1 Year) A+B+C+D A B C D					
Firm all-inclusive hourly rate per group	\$	\$	\$	\$	\$	

Stream 1B – Full time Group Training on CNSC Site – French – Up to 5 Standing Offers may be awarded					
Description	Initial Period (2 years) A	Option 1 (1 year) B	Option 2 (1 Year) C	Option 3 (1 Year) D	Total A+B+C+D
Firm all-inclusive hourly rate per group	\$	\$	\$	\$	\$

Stream 2A – Part time Group Training on Offeror Site – French – Up to 5 Standing Offers may be awarded						
Description	iption Initial Period Option 1 Option 2 Option 3 Total (2 years) (1 year) (1 Year) (1 Year) A B C D					
Firm all-inclusive hourly rate per group	\$	\$	\$	\$	\$	

Stream 2B – Part time Group Training on CNSC Site – French – Up to 5 Standing Offers may be awarded						
Description	cription Initial Period Option 1 Option 2 Option 3 Total (2 years) (1 year) (1 Year) A B C D					
Firm all-inclusive hourly rate per group	\$	\$	\$	\$	\$	

Stream 3A – Full time Individual Training on Offeror Site – French – Up to 8 Standing Offers may be awarded						
Description	Description Initial Period Option 1 Option 2 Option 3 Total (2 years) (1 year) (1 Year) (1 Year) A B C D					
Firm all-inclusive hourly rate per learner	\$	\$	\$	\$	\$	



Stream 3B – Full time Individual Training on CNSC Site – French – Up to 8 Standing Offers may be awarded						
Description	Scription Initial Period Option 1 Option 2 Option 3 Total (2 years) (1 year) (1 Year) C D					
Firm all-inclusive hourly rate per learner	\$	\$	\$	\$	\$	

Stream 4A – Part time Individual Training on Offeror Site – French – Up to 8 Standing Offers may be awarded					
Description Initial Period Option 1 Option 2 Option 3 Total (2 years) A B C D					
Firm all-inclusive hourly rate per learner	\$	\$	\$	\$	\$

Stream 4B – Part time Individual Training on CNSC Site – French – Up to 8 Standing Offers may be awarded						
Description	ription Initial Period Option 1 Option 2 Option 3 Total (2 years) (1 year) (1 Year) (1 Year) A B C D					
Firm all-inclusive hourly rate per learner	\$	\$	\$	\$	\$	

Stream 5 – Assessments and Distance (Virtual) Individual and Group Training – French - Up to 4					
Standing Offers may b Description	e awarded Initial Period (2 years) A	Option 1 (1 year) B	Option 2 (1 Year) C	Option 3 (1 Year) D	Total A+B+C+D
Firm all-inclusive hourly rate per group	\$	\$	\$	\$	\$
Firm all-inclusive hourly rate per learner	\$	\$	\$	\$	\$
Firm all-inclusive rate for Oral Proficiency Assessment	\$	\$	\$	\$	\$
Firm all-inclusive rate for Written Expression Assessment	\$	\$	\$	\$	\$
Firm all-inclusive rate for Reading Comprehension Assessment	\$	\$	\$	\$	\$
Firm all-inclusive rate for all three assessments	\$	\$	\$	\$	\$



Stream 6 - Assessment Testing for Learners for Streams 1 to 4 only - French - Up to 8 Standing Offers may be awarded

NB: All assessments will be conducted on the Offerors site.

Description	Initial Period (2 years) A	Option 1 (1 year) B	Option 2 (1 year) C	Option 3 (1 year) D	Total A+B+C+D
Firm all-inclusive rate for Oral Proficiency Assessment	\$	\$	\$	\$	\$
Firm all-inclusive rate for Written Expression Assessment	\$	\$	\$	\$	\$
Firm all-inclusive rate for Reading Comprehension Assessment	\$	\$	\$	\$	\$
Firm all-inclusive rate for all three assessments	\$	\$	\$	\$	\$

2.0 Cancellation and Postponement Fees

In accordance with clauses 7.15 and 7.16 of Part A of Part 7A "Cancellation and Postponement of Training prior to commencement of Training" and :Cancellation of Training following commencement of Training: for streams 1 to 5, the following cancellation fees will be applied for each learner for whom a cancellation or postponement of training is requested:

2.1 Prior to commencement of Training

Training Format	If notice of al least:	Contractor will be paid:
Group Full-Time Group Part-Time	More than 10 business days	\$0
	Less than 10 business days	\$200

Training	If notice of al least:	Contractor will be paid:
Format		
Individual Full-Time	More than 10 business days	\$0
	Less than 10 business days	\$200

Training Format	If notice of al least:	Contractor will be paid:	
Individual Part-Time	More than 10 business days	\$0	
	Less than 10 business days	\$100	

2.2 Following Commencement of Training

Training	If notice of at least:	Contractor will be paid:
Format		



Group Full-Time		
Group Part-Time	With or without notice	\$200 or the number of teaching hours
		remaining in the Call-Up (whichever is less).

Training Format	If notice of al least:	Contractor will be paid :
Individual Full-Time	More than 5 business days	\$0
	Less than 5 business days	\$300 or the number of teaching hours remaining in the Call-up (whichever is less).

Training Format	If notice of al least:	Contractor will be paid:
Individual Part-Time	More than 5 business days	\$0
	Less than 5 business days	\$300 or the number of teaching hours remaining in the Call-up (whichever is less).

Training Format	If notice of al least:	Contractor will be paid:
Distance Learning - Group Part-Time	With or without notice	\$100 or the number of teaching hours remaining in the Call-Up (whichever is less).

- 2.3 If the training is postponed, Canada shall not pay the Contractor any cancellation fees. However, if training is postponed less than 10 business days before training starts, and after postponing the training, the CNSC representative cancels the training before it starts, the cancellation fees for notice of less than 10 business days will apply.
- 2.4 For group training Canada shall not accept the addition of any learners after the commencement of training with approval from the Project Authority unless the Offeror's capacity, the classroom dimensions and the Basis of Payment are complied with (e.g. following the issuance of a Call-up, Canada assigns a group of 7 learners to an Offeror with a maximum capacity of 8 learners. The Project Authority requests that two more Learners be added to this Call-up, which would increase the group size to 9 learners. This request would be denied as the request respects neither the Offeror's capacity, the classroom dimensions nor the Basis of Payment).
- 2.5 For group training, a substitute learner will be accepted by Canada with approval from the Project Authority following a cancellation after the commencement of training if the substitute learner is at the same level as the learner being replaced (the candidate must demonstrate that he or she is at the same level as the learner being replaced by providing a current learning plan.
- 2.6 No other fees or compensation of any kind shall be payable by Canada.

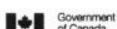
3.0 Travel and Living

Canada will not directly pay for travel and living expenses, including moving expenses, incurred by the Contractor or the employees proposed by the Contractor to perform the Work.

- 4.0 GST or HST is excluded from the amounts above, where applicable.
- 5.0 All deliverables are F.O.B. destination, and Canadian customs duties included, where applicable.

ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST

of Canada du Cana	Maria Cara Cara		5000047745	
			Security Classification / Classification de Unclassified	sécurité
PART A - CONTRACT INFORMATION / PART B. Originating Government Department or Org	ÉRIFICATION DES E RTIE A INFORMATION panization /	CONTRACTUELLE	/ES À LA SÉCURITÉ (LVERS) 2. Branch or Directorate / Direction géné	erale ou Direction
Ministère ou organisme gouvernemental d'			n Human Resources Directorate	
3. a) Subcontract Number / Numéro du contra	it de sous-traitance	3. b) Name and Addr	ess of Subcontractor / Nom et adresse du s	sous-traitant
 Brief Description of Work / Brêve description French Language Training Services States 				
5. a) Will the supplier require access to Contr Le fournisseur aura-t-il accès à des mar	chandises contrôlées?			X No Ye
 b) Will the supplier require access to uncla Regulations? Le foumisseur aura-t-il accès à des don sur le contrôle des données techniques? Indicate the type of access required / Indic 	nées techniques militaire	s non classifiées qui son	sions of the Technical Data Control If assujetties aux dispositions du Réglemen	X No Ye
Will the supplier and its employees require to fournisseur ainsi que les employés a (Specify the level of access using the chiprocess in invesu d'accès en utilisant li b. b) Will the supplier and its employees (e.g. PROTECTED and/or CLASSIFIED infor	ire access to PROTECTI uront-ils accès à des rene art in Question 7. c) e tableau qui se trouve à cleaners, maintenance p	ED and/or CLASSIFIED seignements ou à des bi la question 7. c) personnel) require acces	iens PROTÉGÉS et/ou CLASSIFIÉS?	Non X Or
Le fournisseur et ses employés (p. ex. n à des renseignements ou à des biens P 6. c) is this a commercial courier or delivery r S'agit-il d'un contrat de messagerie ou c 7. a) indicate the type of information that the	ROTEGÉS et/ou CLASS requirement with no over de livraison commerciale	FIES n'est pas autorisé night storage? sans entreposage de nu	uit?	X No Ye
Canada X	NA NA	TO / OTAN	Foreign / Étrange	н 🗍
7. b) Release restrictions / Restrictions relative				
No release restrictions Aucune restriction relative à la diffusion	All NATO coun Tous les pays		No release restrictions Aucune restriction relative à la diffusion	
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7. c) Level of information / Niveau d'informati	ion .			
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Government Gouvernement of Canada du Canada

Contract Number / Numéro du contrat 5000047745 Security Classification / Classification de sécurité Un classified

PART A feat	(inwed) / PARTIE A (swife)	and the second s	
8. Will the sup	plier require access to PROTECTI	ED and/or CLASSIFIED COMSEC information or assets?	X No Yes
		ments ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?	Non LOui
	ate the level of sensitivity: native, indiquer le niveau de sensil	Mile :	
		ensitive INFOSEC information or assets?	X No Yes
Le fournisse	eur aura-t-Il accès à des renseigne	ments ou à des biens INFOSEC de nature extrêmement délicate?	Non LOui
	s) of material / Titre(s) abrégé(s) d Number / Numéro du document :	u matériel :	
		B - PERSONNEL (FOURNISSEUR)	
10. a) Personi	tel security screening level require	d / Niveau de contrôle de la sécurité du personnel requis	
x	RELIABILITY STATUS COTE DE FIABILITÉ		ECRET SECRET
	TOP SECRET- SIGINT TRES SECRET - SIGINT		IC TOP SECRET
	SITE ACCESS ACCES AUX EMPLACEMENTS		
	Special comments:		
	Commentaires spéciaux :		
		ning are identified, a Security Classification Guide must be provided.	
10. b) May un	REMARQUE: Si plusieurs niver screened personnel be used for po	sux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit : ertions of the work?	No TVes
		peut-il se voir confier des parties du travail?	X Non Out
	will unscreened personnel be esco		No Yes
Dans 7	affirmative, le personnel en questic	in sera-t-il escorté?	Non LOui
PART C - SAI	FEGUARDS (SUPPLIER) / PARTI	E C - MESURES DE PROTECTION (FOURNISSEUR)	
	ON / ASSETS / RENSEIGNER		
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premise Le foun		d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou	Mon Live
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		COMPEC Information as assets	
	supplier be required to safeguard misseur sera-t-II tenu de protéger d	COMSEC Information or assets? les renseignements ou des biens COMSEC?	X No Yes
	dese		
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		sair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment	No Yes
	t the supplier's site or premises? tallations du foumisseur servicont et	es à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGE	X Non Oui
	LASSIFIÉ?	and a re-production (passesses and a reparation as the relation of the relation of the re-	
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			No TYes
	supplier be required to use its IT system or data?	stems to electronically process, produce or store PROTECTED and/or CLASSIFIED	X Non Out
Le four	nisseur sera-t-il tenu d'utiliser ses pr	opres systèmes informatiques pour traiter, produire ou stocker électroniquement des	
renseig	nements ou des données PROTÉG	ÉS et/ou CLASSIFIÉS?	
** ***	on has no electronic field bedress of the	supplier's IT systems and the government department or agency?	☐ No ☐Yes
Dispos		supplier's it système and the government department of agency r le système informatique du fournisseur et celui du ministère ou de l'agence	X Non L Oui
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Government of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat 5000047745

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12. a) is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.	on [

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