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21-183238
Client Ref. No. - N° de réf. du client
21-183238

Amd. No. - N° de la modif.
File No. - N° du dossier
21-183238

Buyer ID - Id de l'acheteur
Assane Ndiaye

**RETURN BID TO/ RETOURNER LES SOUMISSIONS
À :**

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**Department of Foreign Affairs, Trade and
Development (DFATD)
Ministère des Affaires étrangères, Commerce et
Développement (MAECD)**

**Request for a Standing Offer (RFSO)
Demande d'offres à commandes (DOC)**

Offer to:

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

Offre à:

Ministère des Affaires Étrangères, Commerce et
Développement
Nous offrons par la présente de vendre à Sa Majesté
la Reine du chef du Canada, aux conditions énoncées
ou incluses par référence dans la présente et aux
appendices ci-jointes, les biens, services et
construction énumérés ici sur toute feuille ci-annexée,
au(x) prix indiqué(s).

Comments — Commentaires :

Issuing Office – Bureau de distribution

Foreign Affairs, Trade and Development Canada
200 Promenade du Portage,
Gatineau, Québec, K1A 0G4

Affaires étrangères, Commerce et Développement Canada
200 Promenade du Portage,
Gatineau, Québec, K1A 0G4

Title-Sujet: Full-time French second-language training	
Solicitation No. — N° de l'invitation 21-183238	Date: March 08, 2021
Solicitation Closes — L'invitation prend fin	Time Zone — Fuseau horaire
At /à: 2 :00 PM	EST (Eastern Standard Time) / HNE (heure normale de l'Est)
On / le April 19, 2021	
F.O.B. — F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other — Autre: <input type="checkbox"/>	
Address Enquiries to — Addresser les questions à: Assane Ndiaye assane.ndiaye@international.gc.ca	
Telephone No. – No de téléphone: 613-791-7185	
Destination of Goods and or Services/ Destination – des biens et/ou services : Department of Foreign Affairs, Trade and Development (DFATD) / Ministère des Affaires étrangères, Commerce et Développement (MAECD)	
Vendor/Firm Name and Address — Nom du Vendeur et adresse du fournisseur/de l'entrepreneur:	
Telephone No. – No de téléphone:	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) — Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Name, Title	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Check List, the Non-disclosure Agreement and the Periodic Usage Reports: Standing Offer.

1.2 Summary

- 1.2.1 The Department of Foreign Affairs, Trade and Development (DFATD) has appointed a group of employees to non-imperative positions, and they need to reach a higher level of proficiency in French as a second language, level CCC.

The objective of these Standing Offers is to hire up to four (4) Offerors who will provide full-time French-as-a-second-language training services.

The Offeror will provide full-time French-as-a-second-language group training in its facilities to a cohort of seven (7) to nineteen (19) pre-assigned groups of candidates; each group will have between four (4) and six (6) candidates. These candidates have all had their training needs assessed, using the Canada School of Public Service (CSPS) PFL2 A B & C, short or long program as a point of reference. Candidates who need less training will be added at later dates. They must all achieve level CCC in French as a second language, in accordance with the standards of the Public Service Commission of Canada (PSC).

The Offeror is required to propose between seven (7) to nineteen (19) instructors and one pedagogical advisor to the Department to carry out the tasks set out in section 5.0, Scope of Work.

The majority of the work to be performed is defined, but the precise nature and timing of some of the required training groups will not be known until the service is required during the Standing Offer period. The duration of the training will be potentially 27,900 hours in total, spread over a period of potentially 91 weeks. The training may begin with only one (1) learner per class; other learners may be added to form a group.

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](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) 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 request for Standing Offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for Standing Offers process. The debriefing may be in writing, by telephone or in person.

1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Offers

Offers must be submitted only to Department of Foreign Affairs, Trade and Development (DFATD) Bid Receiving Unit email address by the date, time and place indicated on page 1 of the RFSO.

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to 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 timeframe will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension?

YES () NO ()

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) 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.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than sept (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential Offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages Offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their bid in separately bound sections as follows:

Section I: Technical Offer (one (1) electronic copy)
Section II: Financial Offer (one (1) electronic copy)
Section III: Certifications (one (1) electronic copy)

Prices should appear in the financial offer only. No prices should be indicated in any other section of the offer.

Canada requests that Offerors follow the format instructions described below in the preparation of hard copy of their offer:

- a. use a numbering system that corresponds to the RFSO.
- b. include a title page at the front of each section of the offer that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative.

Section I: Technical Offer

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

Section II: Financial Offer

- A.** Offerors must submit their financial bid in Canadian funds and in accordance with the Basis of selection detailed in Annex "B".
- B.** Offerors must submit their price; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- C.** When preparing their financial offer, Offerors should review clause 4.1.2, Financial Evaluation, of Part 4 of the RFSO; and article 7.7, Payment, of Part 7 of the RFSO.
- D.** Electronic Payment of Invoices - Offer

The Offerors accepts to be paid by the following Electronic Payment Instrument(s):

- Direct Deposit

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 of Part 4.

4.1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 of Part 4.

4.1.2 Financial Evaluation

Offerors must submit their financial bid in Canadian dollars, in accordance with the Basis of payment at Annex "B". The price of the offer for financial evaluation purpose is **the proposed all-inclusive hourly rate**, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Substantiation of Rates Quoted by Offerors in Professional services offers

In Canada's experience, Offerors will from time to time quote rates in professional services offers for one or more categories of resources that, when they are selected as the Offeror for the work, they refuse to honor during the period of the issued Standing Offer, including any extension thereof, on the basis that the rates they quoted do not allow them to recover their own costs and/or make a profit.

When evaluating the financial offers submitted by Offerors in response to this RFSO, Canada may, but will have no obligation to, require price support from Offerors for any of the rates (either for one, several or all categories of resources) they quoted in their financial offers.

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit 70% and Price 30%

- a) To be declared responsive, an offer must:
 - i. comply with all the requirements of the request for Standing Offers; and
 - ii. meet all the mandatory evaluation criteria; and
 - iii. obtain the required minimum of 70 points for the point rated evaluation criteria from **C1 to C7** specified in Attachment 1 of Part 4
- b) Offers not meeting (i) or (ii) or (iii) will be declared non-responsive.
- c) The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

- d) To establish the technical merit score, the technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- e) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- f) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- g) The responsive offers will be ranked in descending order based on their combined score. The responsive offer with the highest combined score will be ranked first. The responsive offer with the second highest combined score will be ranked second. And so forth, up to a maximum of four (4) Offerors who will be recommended to receive a Standing Offer. In the event two or more responsive offers have the same combined score, these offers will be ranked in ascending order of their evaluated price. In which case, the responsive offer with the lowest evaluated price will be ranked the highest.

As the total estimated value of all Standing Offers is forecasted at \$1,255,000.00, the Standing Offers will be awarded according to the following proportional distribution for each of the following possible scenarios:

Proportional Allocation				
Scenarios	Rank			
	1st	2nd	3rd	4th
4 responsive offers	\$ 450,000.00	\$ 350,000.00	\$ 255,000.00	\$ 200,000.00
3 responsive offers	\$ 550,000.00	\$ 400,000.00	\$ 300,000.00	
2 responsive offers	\$ 755,000.00	\$ 500,000.00		
1 responsive offer	\$ 1,255,000.00			

The table below illustrates an example where all three offers are responsive and the combined rating is determined by a 70/30 ratio of the technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Offeror 1	Offeror 2	Offeror 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00**	\$50,000.00**	\$45,000.00*
Calculations	Technical Merit Score	$115/135^{***} \times 70 = 59.63$	$89/135^{***} \times 70 = 46.15$	$92/135^{***} \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd

ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

Mandatory Technical Criteria

Offers must meet all the mandatory technical criteria specified below. Offerors must provide the necessary documentation to support compliance with this requirement.

Offers that fail to meet all the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Item	Mandatory Criteria	Met	Not met
M1	<p>The Offeror must possess a minimum of one (1) year of experience within the last four (4) years in providing French-as-a-second-language training.</p> <p>To meet the criterion, the Offeror must submit, by the closing date for offers, the year in which the school or agency started operating in this area.</p>	<input type="checkbox"/>	<input type="checkbox"/>
Cross-reference to offer:			
M2	<p>The Offeror must propose a minimum of seven (7) teachers. Each teacher must</p> <ul style="list-style-type: none"> a. have a bachelor's degree from a recognized Canadian university (if the degree was earned outside Canada, DFATD will accept equivalency certification by an accredited Canadian equivalency recognition institution); b. have a minimum of three (3) years of experience in tutoring public servants in French as second language and using the Canada School of Public Service (CSPS) PFL 2 A-B-C program. <p>To meet the criterion, the Offeror must provide the following for each of the teachers it proposes, by the closing date for offers:</p> <ul style="list-style-type: none"> a. a copy of the degree or equivalency (if the copy is not in English or French, a translation in one of Canada's two official languages must be provided); b. a detailed résumé showing the experience required above. 	<input type="checkbox"/>	<input type="checkbox"/>
Cross-reference to offer:			

Item	Mandatory Criteria	Met	Not met
M3	<p>The Offeror must propose one pedagogical advisor. The pedagogical advisor must</p> <ul style="list-style-type: none"> a. have a bachelor's degree from a recognized Canadian university (if the degree was earned outside Canada, equivalency certification by an accredited Canadian equivalency recognition institution will be accepted); b. have a minimum of three (3) years of experience in training groups of students with similar learning levels. <p>To meet the criterion, the Offeror must provide the following for the pedagogical advisor it proposes, by the closing date for offers:</p> <ul style="list-style-type: none"> a. a copy of the degree or equivalency (if the copy is not in English or French, a translation in one of Canada's two official languages must be provided); b. a detailed résumé showing the experience required above. 	<input type="checkbox"/>	<input type="checkbox"/>
Cross-reference to offer:			
M4	<p>The Offeror must propose a work location no more than 5 kilometers from the DFATD offices at 125 Sussex Drive, Ottawa, ON K1A 0G2.</p> <p>To meet the criterion, the Offeror must indicate the address of the work location. The reference tool that will be used to verify compliance with the criterion is Google Maps.</p>	<input type="checkbox"/>	<input type="checkbox"/>
Cross-reference to offer:			

Point-rated technical criteria

All of the proposed teachers that met the mandatory criteria will be evaluated against the point-rated technical criteria. Thereafter, only the top seven teachers with the highest scores for criteria C1 to C7 will be considered for the final overall evaluation of all rated technical criteria (C1 to C10). However, for call-up fulfillment purposes, the winning Offerors must make all of the proposed teachers that met the mandatory criteria available to DFATD.

Requirements	Allocation of points
<p>Each teacher proposed by the Offeror should have a minimum of 6,001 hours tutoring public servants in French as second language and must have used the CSPS PFL 2 A-B-C program.</p> <p>Each teacher will be evaluated and allocated points based on his or her number of teaching hours in accordance with the point allocation grid below.</p> <p><u>Note: One (1) year of experience means 2,000 hours.</u></p>	
<p>R1 Teacher 1 – Tutoring experience</p> <p>To meet the criterion, the Offeror should submit the résumé of the proposed teacher demonstrating that he or she meets the criterion, by the closing date for offers.</p>	<p>6,001 to 10,000 hours = 10 points 10,001 to 15,000 hours = 15 points 15,001 hours or more = 30 points</p> <p>Maximum 30 points</p>
<p>Demonstration:</p>	<p>/30</p>
<p>R2 Teacher 2 – Tutoring experience</p> <p>To meet the criterion, the Offeror should submit the résumé of the proposed teacher demonstrating that he or she meets the criterion, by the closing date for offers.</p>	<p>6,001 to 10,000 hours = 10 points 10,001 to 15,000 hours = 15 points 15,001 hours or more = 30 points</p> <p>Maximum 30 points</p>
<p>Demonstration:</p>	<p>/30</p>
<p>R3 Teacher 3 – Tutoring experience</p> <p>To meet the criterion, the Offeror should submit the résumé of the proposed teacher demonstrating that he or she meets the criterion, by the closing date for offers.</p>	<p>6,001 to 10,000 hours = 10 points 10,001 to 15,000 hours = 15 points 15,001 hours or more = 30 points</p> <p>Maximum 30 points</p>
<p>Demonstration:</p>	<p>/30</p>

<p>R4 Teacher 4 – Tutoring experience To meet the criterion, the Offeror should submit the résumé of the proposed teacher demonstrating that he or she meets the criterion, by the closing date for offers.</p>	<p>6,001 to 10,000 hours = 10 points 10,001 to 15,000 hours = 15 points 15,001 hours or more = 30 points Maximum 30 points</p>
<p>Demonstration:</p>	<p style="text-align: center;">/30</p>
<p>R5 Teacher 5 – Tutoring experience To meet the criterion, the Offeror should submit the résumé of the proposed teacher demonstrating that he or she meets the criterion, by the closing date for offers.</p>	<p>6,001 to 10,000 hours = 10 points 10,001 to 15,000 hours = 15 points 15,001 hours or more = 30 points Maximum 30 points</p>
<p>Demonstration:</p>	<p style="text-align: center;">/30</p>
<p>R6 Teacher 6 – Tutoring experience To meet the criterion, the Offeror should submit the résumé of the proposed teacher demonstrating that he or she meets the criterion, by the closing date for offers.</p>	<p>6,001 to 10,000 hours = 10 points 10,001 to 15,000 hours = 15 points 15,001 hours or more = 30 points Maximum 30 points</p>
<p>Demonstration:</p>	<p style="text-align: center;">/30</p>
<p>R7 Teacher 7 – Tutoring experience To meet the criterion, the Offeror should submit the résumé of the proposed teacher demonstrating that he or she meets the criterion, by the closing date for offers.</p>	<p>6,001 to 10,000 hours = 10 points 10,001 to 15,000 hours = 15 points 15,001 hours or more = 30 points Maximum 30 points</p>
<p>Demonstration:</p>	<p style="text-align: center;">/30</p>
<p style="text-align: center;">The minimum pass mark for criteria R1 to R7 is 70/210</p>	<p style="text-align: center;">/210</p>

<p>R8 The Offeror should demonstrate that each proposed teacher has completed either a bachelor's, master's or doctoral degree in one of the following areas:</p> <ul style="list-style-type: none"> - Teaching - Education - Translation - Literature - Major in Adult Education <p>To meet the criterion, the Offeror should provide a copy of each proposed teacher's bachelor's, masters or doctoral diploma by the closing date for offers.</p>	<p>1 out of 7 teachers = 10 points 2 out of 7 teachers = 20 points 3 out of 7 teachers = 30 points 4 out of 7 teachers = 40 points 5 out of 7 teachers = 50 points 6 out of 7 teachers = 60 points 7 out of 7 teachers = 70 points</p> <p>Maximum 70 points</p>
<p>Demonstration:</p>	<p style="text-align: center;">/70</p>
<p>R9 The Offeror should demonstrate that each proposed teacher has completed the CSPS PFL2 A, B training certificate.</p> <p>To meet the criterion, the Offeror should provide a copy of each proposed teacher's certificate by the closing date for offers.</p>	<p>1 out of 7 teachers = 10 points 2 out of 7 teachers = 20 points 3 out of 7 teachers = 30 points 4 out of 7 teachers = 40 points 5 out of 7 teachers = 50 points 6 out of 7 teachers = 60 points 7 out of 7 teachers = 70 points</p> <p>Maximum 70 points</p>
<p>Demonstration:</p>	<p style="text-align: center;">/70</p>
<p>R8 The Offeror should demonstrate that each proposed teacher has completed the CSPS PFL2 C training certificate.</p> <p>To meet the criterion, the Offeror should provide a copy of each proposed teacher's certificate by the closing date for offers.</p>	<p>1 out of 7 teachers = 10 points 2 out of 7 teachers = 20 points 3 out of 7 teachers = 30 points 4 out of 7 teachers = 40 points 5 out of 7 teachers = 50 points 6 out of 7 teachers = 60 points 7 out of 7 teachers = 70 points</p> <p>Maximum 70 points</p>
<p>Demonstration:</p>	<p style="text-align: center;">/70</p>
<p style="text-align: right;">Maximum total</p>	<p style="text-align: center;">/420</p>

PART 5 – CERTIFICATIONS

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 Offeror 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 [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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

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 (Refer to Attachment 1 to Part 5)

5.2.2 Status and Availability of Resources (Refer to Attachment 1 to Part 5)

5.2.3 Education and Experience (Refer to Attachment 1 to Part 5)

5.2.4 Language requirements (Refer to Attachment 1 to Part 5)

ATTACHMENT 1 TO PART 5 – CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - 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 and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/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.

STATUS AND AVAILABILITY OF RESOURCES

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

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

EDUCATION AND EXPERIENCE

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

LANGUAGE REQUIREMENTS

The Offeror certifies that, should it be authorized to provide services under this Standing Offer, resulting from this request for Standing Offers, it will provide bilingual resources who are fluent in both French and English,

Signature

Date

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a Standing Offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a Standing Offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, Offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

To validate that all proposed resources (teachers and pedagogical advisor) have a valid security clearance as indicated in Part 7A - Standing Offer; the Offeror should provide for each proposed resource:

- a. the legal name; and
- b. security file number or date of birth or both

6.2 Financial Capability

SACC *Manual* clause [M9033T](#) (2011-05-16) Financial Capability

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

7.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

COMMON PS SRCL #06

1. The contractor/Offeror must, at all times during the performance of the contract/Standing Offer, hold a valid designated organization screening (DOS), issued by the CSP of the ISS, PSPC
2. The contractor/Offeror personnel requiring access to **protected** information, assets or sensitive work site(s) must **each** hold a valid **reliability** status, granted or approved by the CSP/ISS/PSPC
3. The contractor/Offeror **must not** remove any **protected** information or assets from the identified work site(s), and the contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction
4. Subcontracts which contain security requirements **are not** to be awarded without the prior written permission of the CSP/ISS/ PSPC
5. The contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex "C".
 - b. Industrial Security Manual (Latest Edition)

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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

[2005](#) (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 goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled "E" Periodic Usage Reports: Standing Offer. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than thirty (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 Standing Offer issuance to mars 31, 2023.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Assane Ndiaye
Title: Senior Procurement specialist
Address: 200 Promenade du Portage, Gatineau, Québec Canada K1A 0G4
Telephone: 613-791-7185
E-mail address: assane.ndiaye@international.gc.ca

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

7.5.2 Project Authority (to be inserted at Standing Offer issuance)

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: Foreign Affairs, Trade and Development
Address: _____
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

Name: _____
Title: _____
Organization: Foreign Affairs, Trade and Development
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 Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Foreign Affairs, Trade and Development Canada

7.8 Call-up Procedures

Should multiple Standing Offers be issued, a ranking and corresponding proportion amount for each Standing Offer in accordance with Article 4.2 Method of Selection, will be included here in the issued Standing Offers, as follows :

Ranking: _____ *(to be inserted at time of Standing Offer issuance)*
Proportional Amount: _____ *(to be inserted at the time of Standing Offer issuance)*

A Standing Offer does not guarantee the Offeror any amount of work. Furthermore, there is no guarantee that an Offeror will receive call-ups totaling the proportion dollar values by the end of the Standing Offer period.

Call-ups will be allocated among Standing Offer Holders according to the selection process described below.

Call-ups will be allocated based on the percentage of each Standing Offer dollar value that has been consumed. The Standing Offer Holder with the lowest proportion of consumption relative to the other Standing Offers, as calculated below, will be recommended for award of the next call-up:

(Value of all previous call-ups for the Offeror) / (Value of the Standing Offer for the Offeror)

For example:

- - Offeror 1 has a Standing Offer valued at \$700,000;
- - Offeror 1 has received call-ups to date with a total value of \$300,000;
-
- - Offeror 2 has a Standing Offer valued at \$500,000;
- - Offeror 2 has received call-ups to date with a total value of \$200,000;
-
- - Offeror 3 has a Standing Offer valued at \$300,000;
- - Offeror 3 has received call-ups to date with a total value of \$100,000;
-
- - Offeror 4 has a Standing Offer valued at \$100,000;
- - Offeror 4 has received call-ups to date with a total value of \$50,000;

Offeror 1: \$300,000/\$700,000 = 0.43
Offeror 2: \$200,000/\$500,000 = 0.40
Offeror 3: \$100,000/\$300,000 = 0.33
Offeror 4: \$ 50,000/\$100,000 = 0.50

In this case, Standing Offer of Offeror 3 is only 33% utilized and Offeror 3 will be recommended for award of the next call-up.

In the event that two or more Offerors have the same percentage of consumption, the next call-up will be recommended to the Offeror with the highest ranking among the Offerors with the same percentage.

The above calculation will always be made with two decimals.

The method of allocating call-ups described above will be tracked by the Standing Offer Authority.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using a duly completed call-up form

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. The electronic call-up document will contains at a minimum the following information:
 - Standing Offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description of services required and the level of effort
 - unit price and total value of the call-up;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$400,000.00** (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$_____ (to be inserted at Standing Offer issuance) (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups, which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

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 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) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List;
- g) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.13 Certifications and Additional Information

7.13.1 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.

7.13.2 Status of Availability of Resources - Standing Offer

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

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

7.14 Specific person(s) (to be inserted at Standing Offer issuance)

The Offeror must provide the following person(s) to perform the work required in the call-ups:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

7.15 Non-Disclosure Agreement

At Standing Offer issuance, the Offeror must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex "D", and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the work.

7.16 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Standing Offer are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Offeror before recommending payment.

7.17 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 _____ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

7.18 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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](#) (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex "B", to the limitation of expenditure specified. Customs duties are included and Applicable Taxes are extra.

7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under for call-ups against this Standing Offer shall not exceed the value of the Standing Offer resulting from this RFSO, unless otherwise authorized in writing by DFATD.
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.

7.5.3 Method of Payment

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

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

7.5.4 Electronic Payment of Invoices – call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit

7.5.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b. The accuracy of the Contractor's time recording system.
- c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
- d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.5.6 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.

7.6 Invoicing Instructions

The Contractor must submit invoices in accordance with the following instructions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must specify the following:

- a. Company name, address, etc.;
- b. Client address;
- c. Date of the invoice;
- d. Call-up Number;
- e. Details of billed hours
- f. Total dollar amount;

Applicable Taxes must be calculated on the total amount of the invoice.

Invoices must be distributed as follows:

- One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

7.7 Insurance

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

7.8 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"

STATEMENT OF WORK

1.0 TITLE

Full-time French second-language training

2.0 BACKGROUND

The Department of Foreign Affairs, Trade and Development (DFATD) has appointed a group of employees to non-imperative positions, and they need to reach a higher level of proficiency in French as a second language, level CCC.

3.0 OBJECTIVES

The objective of these Standing Offers is to hire up to four (4) Offerors who will provide full-time French-as-a-second-language training services.

The Offeror will provide full-time French-as-a-second-language group training in its facilities to a cohort of seven (7) to nineteen (19) pre-assigned groups of candidates; each group will have between four (4) and six (6) candidates. These candidates have all had their training needs assessed, using the Canada School of Public Service (CSPS) PFL2 A B & C, short or long program as a point of reference. Candidates who need less training will be added at later dates. They must all achieve level CCC in French as a second language, in accordance with the standards of the Public Service Commission of Canada (PSC).

4.0 PROFESSIONAL RESOURCES

The Offeror is required to propose between seven (7) to nineteen (19) instructors and one pedagogical advisor to the Department to carry out the tasks set out in section 5.0, Scope of Work.

5.0 SCOPE OF WORK: TASKS, DELIVERABLES AND MILESTONES

The majority of the work to be performed is defined, but the precise nature and timing of some of the required training groups will not be known until the service is required during the Standing Offer period. The duration of the training will be potentially 27,900 hours in total, spread over a period of potentially 91 weeks. The training may begin with only one (1) learner per class; other learners may be added to form a group.

The Offeror will properly provide each learner with facilities that are conducive to learning, learning materials (including photocopies from instructors, web links and individual access to a computer for self-learning and Internet use) and extracurricular conversational activities.

All other materials (such as binders, pens and other supplies) are the responsibility of the learners, as needed.

TASKS

- Full-time group training in French to a cohort of seven (7) to nineteen (19) pre-assigned groups of candidates with four (4) to six (6) learners each. Note that the Department reserves the right to integrate one or more learners at the beginning of subsequent stages and/or on any other later date after discussion with the pedagogical advisor responsible for the file.
- Make groups as homogeneous as possible when there is a sufficient number of learners to make this feasible.

-
- During the first week of training, evaluate the learners individually to determine each one's shortcomings, and provide solutions to ensure that these shortcomings are addressed as quickly as possible so that the group becomes as homogeneous as possible.
 - Train the learners so they can achieve a minimum CCC level on the next PSC second language evaluation (SLE) tests. An interactive adult-learning approach must be used.
 - Analyze and assess the students' learning levels and their progress through evaluation exercises that must be completed at least every three (3) months and followed up with meetings with the learners to discuss their results and help them improve their skills. However, feedback must be given on a regular basis to reassure learners about their progress.
 - During the last week of training, the instructor will hold simulated interviews. These interviews will simulate the four steps of the PSC oral exam, as outlined on the PSC website.
<https://www.canada.ca/en/public-service-commission/services/second-language-testing-public-service.html>
 - The pedagogical advisor will be responsible, as usual, for managing the instructors and assisting with students when they have problems that cannot be resolved with the instructors. The advisor is consulted by both instructors and students. The advisor is also the contact person for the departmental training coordinator.

DELIVERABLES

- Weekly schedule and lessons: The selected company must provide the training coordinator and the learners with the following information no later than 10 business days after Standing Offer award:
 - The detailed lesson plan, including a schedule for the period in question. The schedule must take into account the holiday period if it is included in the schedule. Check with the coordinator in advance;
 - The learning objectives that will be covered;
 - A summary of the exercises and activities.
- The pedagogical advisor must inform as soon as possible the training coordinator if the initial schedule must be modified due to a faster learning rhythm than expected.
- Provide detailed progress reports signed by the learner. The reports must be sent to the Department's training coordinator electronically at least two (2) business days after each three-month training period. They can be in Excel, Word or PDF format. Note that if the training is given online, an electronic signature must replace the actual signature.
- Provide **individual** absence reports on a monthly basis. The reports must include any late arrival and/or absence of more than 20 minutes. The reports must be sent to the Department's training coordinator electronically. The **individual** reports must be shown to the learners in advance and signed by them before they are sent to the coordinator. They can be in Excel or PDF format. Note that if the training is given online, an electronic signature must replace the actual signature.
- Send the training coordinator a detailed monthly invoice electronically within 10 business days after the end of the month.
- At the end of the Standing Offer, provide details of a survey of the Department's students on their satisfaction with the training provided by the instructors, including the support of the pedagogical advisor.

- The pedagogical advisor must submit dates for written tests to the coordinator at least one (1) month in advance.

MILESTONES

- Group CC - May 3, 2021, to October 15, 2021: Teach 1 class with an estimated training need of 24 weeks.
- Group GG - May 3, 2021, to July 23, 2021: Teach 1 class with an estimated training need of 12 weeks.
- Group AA - August 2, 2021, to December 16, 2022: Teach 1 class with an estimated training need of 72 weeks.
- Group BB - September 13, 2021, to August 19, 2022: Teach 1 class with an estimated training need of 48 weeks.
- Groups DD, EE and FF - September 13, 2021, to March 4, 2022: Teach 3 classes with an estimated training need of 24 weeks.
- Learners may be added to these groups if circumstances permit. Details of these additions will be discussed in advance with the pedagogical advisor. Note that start dates may be postponed for administrative reasons.
- This RFP includes the equivalent of 3,150 hours of training exclusively in the event that some learners require additional training after failing the PSC oral test. If necessary, a period of approximately six weeks would be scheduled, with a maximum of two occasions per group.
- The department reserves its right to modify the dates above.
- The details of the cohort of twelve (12) groups out of the nineteen (19) groups are not available at this moment of publishing this request.

6.0 LOCATION AND HOURS OF WORK

Training must be given in the Offeror's offices. Those offices must be located within 5 kilometres of 125 Sussex Drive, Ottawa, Ontario K1A 0G2. Because of COVID-19 restrictions, the Offeror will have to provide virtual distance training. The training must take place in the Offeror's offices as soon as the situation permits, with due regard for provincial public health rules.

The hours of work are Monday to Friday, 8:30 a.m. to 4:30 p.m., including two 15-minute breaks and one 30-minute lunch break. The lunch break is not billable. The hours of work may be modified if the learners and instructor(s) agree. The training period must remain 7.5 hours, including coffee breaks.

7.0 TRAVEL

There are no travel costs anticipated with this Standing Offer. The Offeror is responsible for all travel-related costs.

8.0 LANGUAGE REQUIREMENTS

The Offeror must provide bilingual instructors who can converse fluently in both official languages, French and English.

The Offeror must provide a pedagogical advisor who can converse fluently in both official languages, French and English.

9.0 CONSTRAINTS

The Offeror must be equipped to provide virtual distance training for learners in specific situations that may prevent in-person training. In such cases, all required information or documentation must be sent to the learners electronically. The communication tool must be Microsoft Teams. The teaching resource must be familiar with all available options, such as whiteboards and screen sharing.

There will be no training on federal government statutory holidays or on Family Day in Ontario. There will be a break between December 24, 2021, and January 2, 2022. For the AA group, there will be an additional break between June 18, 2022, and July 3, 2022.

If an instructor is absent, the Offeror must provide a replacement within two hours of the start of the training day, at no extra cost to the Department. During this time, the learners must do self-learning until the replacement instructor arrives.

The training may end early. Any change to the training end date with one week's notice from the Department will be without penalty. The total training cost will be reduced accordingly. At least 48 hours' notice is required to cancel a training day without penalty.

The Offeror must respond to written or telephone requests from the Department within 24 hours.

10.0 SUPPORT PROVIDED BY THE CLIENT

The training coordinator will send any important information to the learners' managers, when necessary.

ANNEX "B"

BASIS OF PAYMENT

The Offeror must provide a firm all-inclusive hourly rate for all work to be performed which includes cost of labor, direct materials and supplies, equipment, fringe benefits, general and administrative expenses, participant evaluations, overhead and profit and any other expenses that may be incurred for the call-ups.

All overhead expenses normally incurred in providing the services such as project office space and furnishings, word processing, work estimates, photocopying, courier and telephone charges, local travel are included in the firm rates identified hereunder and will not be permitted as direct charges.

Travel and Living Expenses will not be paid for any part of this Standing Offer including any relocation required to satisfy the terms of the Standing Offer.



The proposed firm all-inclusive hourly rate must include costs for pedagogical advisor. Only working hours performed by the teachers will be billable in accordance with the following basis of payment.

Standing Offer Period	
Issuance date to March 31, 2023	
(B)	
Description	All-Inclusive Hourly Rate
Full-time French second-language Training	\$ _____

Applicable taxes extra (GST + QST)

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

 Government of Canada Gouvernement du Canada	Contract Number / Numéro du contrat 21-183238 Security Classification / Classification de sécurité	
SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)		
PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Affaires mondiales Canada	2. Branch or Directorate / Direction générale ou Direction HSD	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Formation en langue seconde		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui 		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui 		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui 		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui 		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui 		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> Not releasable / À ne pas diffuser <input checked="" type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>
TBS/SCT 350-103(2004/12)		Security Classification / Classification de sécurité
		



Contract Number / Numéro du contrat 21-183238
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
 Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
 Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF A LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



Contract Number / Numéro du contrat
21-183238
Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉE			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
N/A																
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

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? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité
--

ANNEX "D"

NON-DISCLOSURE AGREEMENT

I, _____ (*resource name*), recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Standing Offer Serial No. _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Foreign Affairs, Trade and Development Canada and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Offeror as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Standing Offer.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Offeror by or on behalf of Canada must be used solely for the purpose of the Standing Offer and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Standing Offer Serial No.:

_____.

Signature

Date

ANNEX "E "

PERIODIC USAGE REPORTS: STANDING OFFER

In accordance with Section 7.3.2 of the Standing Offer, the Offeror must report on a quarterly basis the following information:

The Offeror must complete all of the data fields identified below, as applicable.				
Standing Offer Number:				
Reporting Period: _____ to: _____				
Call-up Number	Date of Call-up	Initial Value of Call-up (excluding taxes)	Value of amendments (excluding taxes)	Total Value including amendments (excluding taxes)