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CANADA'S REPRESENTATIVE NATALIIA LIU MISSION PROCUREMENT - AAO 125 SUSSEX DRIVE OTTAWA, ONTARIO CANADA, K1A 0G2

REQUEST FOR STANDING OFFER (RFSO)

PERFORMANCE OF THE WORK
DESCRIBED IN THE STATEMENT OF
WORK AS PER THE TERMS AND
CONDITIONS OF THE DRAFT
CONTRACT/ARTICLES OF
AGREEMENT.

TITLE	
Mandarin Language Training for the Emba	ssy of Canada in
Beijing, China	
SOLICITATION NO.	DATE
21-192465-BEJING-NL	July 8, 2021
PROPOSAL DELIVERY	
In order for the proposal to be valid, it mus	t be received no
later than 14:00 EDT (Eastern Daylight Time) on August 9,	
2021 referred to as the "Closing Date".	

Only electronic copies will be accepted and received at the

internationalproposals@international.gc.ca

Attention: NATALIIA LIU

following email address:

Solicitation #: 21-192465-BEJING-NL

Offerors should ensure that their name, address, Closing Date, and solicitation number are clearly marked in the email subject/title.

VENDOR/FIRM NAME AND ADDRESS
Name :
Гelephone Number:
Email Address :
Address:
OFFER TO: FOREIGN AFFAIRS, TRADE AND DEVELOPMENT CANADA
WE HEREBY OFFER TO SELL TO HER MAJESTY THE QUEEN IN RIGHT
OF CANADA, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET
OUT HEREIN, REFERRED TO HEREIN OR ATTACHED HERETO, THE
GOODS AND SERVICES LISTED HEREIN AND ON ANY ATTACHED SHEETS
AT THE PRICE(S) SET OUT THEREFOR.
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF
THE SUPPLIER.
Name
Γitle
Signature Date



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PART 1- GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offer is divided into five (5) parts plus attachments and appendices, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions, clauses, and, conditions applicable to the RFSO;
- Part 3 Offeror 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 that must be addressed in the offer, and the basis of selection;
- Part 5 5A, Standing Offer, and 5B, Resulting Contract Clauses
- 5A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 5B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Appendixes include the Statement of Work (Appendix A), the Basis of Payment (Appendix B), an Example of the Call-Up Document (Appendix C), Certifications (Appendix D), Security Requirements Checklist SRCL (Appendix E).

1.2 Summary

- 1.2.1 The successful Offeror will provide Mandarin Language Training Services for DFATD in Beijing, China, as described in the Statement of Work (Appendix A). DFATD has the intention of awarding a standing offer to the top ranked Offeror as determined by the evaluation criteria. The Standing Offer as a result of this Request for Standing Offers will remain in force for three (3) years. Canada will have the irrevocable option to extend the duration of the standing offer for one (1) additional period of one (1) year under the same terms and conditions.
 - **1.2.2** The requirement may be subject to the provisions of the:
 - a) Canada Chile Free Trade Agreement (CCFTA):
 - b) Canada Columbia Free Trade Agreement;
 - c) Canada Honduras Free Trade Agreement;
 - d) Canada Korea Free Trade Agreement (CKFTA);
 - e) Canada Panama Free Trade Agreement;
 - f) Canada Peru Free Trade Agreement (CPFTA);
 - g) Canada Ukraine free Trade Agreement;
 - h) Canadian Free Trade Agreement (CFTA);
 - i) Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP);
 - j) Comprehensive Economic and Trade Agreement (CETA);



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k) World Trade Organization Agreement on Government Procurement (WTO-AGP).

1.3 DEBRIEFINGS

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



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PART 2 - OFFERORS INSTRUCTIONS

2.1 Language of Offer

Offer documents and supporting information must be submitted in either English or French.

2.2 Reference Clauses

- 2.2.1 Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the offer solicitation and accept the clauses and conditions of the resulting tender.
- 2.2.2 This procurement document contains references to specific standard instructions, general conditions and clauses found in the SACC Manual which will apply to this particular requirement. Reference clauses are those clauses and conditions that Offerors and suppliers must refer to in the government Standard Acquisition Clauses and Conditions (SACC) Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) to obtain the full text. Clause references will include the clause ID number, its effective date and its title (e.g. ID B1204C (2011-05-16).

In cases where the reference clause(s) has been modified or deleted to suit this procurement, such change(s) have been identified in this document.

<u>It is strongly recommended that Offerors visit the site to better understand the clauses and conditions.</u>

2.3 Standard Instructions

- **2.3.1** The 2006 (2020-05-28) Standard Instructions Request for Standing Offers Goods or Services Competitive Requirements (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/24), are incorporated by reference into and form part of the offers solicitation.
- 2.3.2 Except in the case of "PWGSC's Integrity Database", where referred to, the words "Public Works and Government Services Canada" or "PWGSC" are to be substituted to read "Foreign Affairs, Trade and Development Canada" or "DFATD"; all references to facsimile number of "819-997-9776" are deleted; all references to "Canada Post epost Connect service" are deleted; and the words "Contracting Authority" are to be substituted to read "Canada's Representative".
- **2.3.3 Subsection 02 (2020-05-28) Procurement Business Number** This subsection is deleted in its entirety
- **2.3.4 Subsection 05 (2018-05-22) Submission of Offers,** paragraph 4 is amended as follows:

DELETE: sixty (60)

INSERT: one hundred and twenty

2.3.5 Subsection 06 (2018-05-22) Late Offers

This subsection is deleted in its entirety and is hereby replaced by the following:

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Offers received after the stipulated closing date and time will be:

- a) returned to the Offeror in the case where hard copies were requested; or
- b) deleted / destroyed where soft copies were requested, unless they qualify under the provisions of the Delayed Offers clause stipulated in 2.3.6.

2.3.6 Subsection 07 (2018-05-22) Delayed Offers

This subsection is deleted in its entirety and is hereby replaced by the following:

An offer received after the closing date and time, but before the contract award date may be considered, provided the delay can be proven by the Offeror to have been due solely to a delay in delivery that can be attributed to incorrect handling by Canada, after the offer has been received at the location stipulated on page one.

2.3.7 Subsection 08 (2019-03-04) Transmission by Facsimile or by epost connect This subsection is deleted in its entirety and does not form part of the RFSO. Canada does not accept receipt of offer by means of a facsimile or by epost Connect service.

2.4 Submission of Offers

- **2.4.1** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/1/60/1).
- **2.4.2** Offers must be received by DFATD at the address identified, by the date and time on page 1 of the solicitation. Offers should NOT be sent directly to Canada's Representative. Canada will not be responsible for offers delivered to a different address. Offers sent directly to Canada's Representative may not be considered.
- **2.4.3** Attachments should be in a Portable Document Format (.pdf) software application.

Offerors should follow the specifications format instructions described below, during the preparation of their offer:

- a) Minimum type face of 10 points;
- b) All material should be formatted to print on 8.5" x 11" or A4 paper;
- c) For clarity and comparative evaluation, the Offeror should respond using the same subject headings and numbering structure as in this RFSO document.

More than one e-mail can be sent if necessary (if the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened).

Canada will take no responsibility if a proposal is not received on time because the e-mail was refused by a server for the following reasons:

- a) The size of attachments exceeds 10 MB;
- b) The e-mail was rejected or put in quarantine because it contains executable code (including macros);



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c) The e-mail was rejected or put in quarantine because it contains files that are not accepted by our server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.

Links to an online storage service (such as Google Drive[™], Dropbox[™], etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, **will not** be accepted. All documents submitted must be attached to the e-mail.

It is strongly recommended that Offerors confirm with Canada's Representative that their complete offer was received. For this same reason, it is recommended that in cases where more than one e-mail containing documents comprising the offer is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.

- **2.4.4** Canada requires that each offer, at closing date, be signed by the Offeror or by an authorized representative of the Offeror. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Offeror of a time frame within which to provide the signature(s). Failure to comply with the request of Canada's Representative and to provide the signature(s) within the time frame provided may render the offer non-complaint. If an offer is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of 2006 (2020-05-28) Standard Instructions Request for Standing Offers Goods or Services Competitive Requirements.
- **2.4.5** It is the Offeror's responsibility to:
 - a) obtain clarification of the requirements contained in the RFSO, if necessary, before submitting an offer;
 - b) prepare their offer in accordance with the instructions contained in the RFSO;
 - c) submit by closing date and time a complete offer;
 - d) send their offer only to the address specified on page 1 of the RFSO;
 - e) ensure that the Offeror's name, and the RFSO number are clearly visible on the attachment(s) containing the offer; and,
 - f) provide a comprehensible and sufficiently detailed offer, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFSO.
- **2.4.6** Offers received on or before the stipulated RFSO closing date and time will become the property of Canada. This includes offers from unsuccessful Offerors. All offers will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
- **2.4.7** Unless specified otherwise in the RFSO, Canada will evaluate only the documentation provided with an Offeror's offer. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the offer.
- **2.4.8** An offer cannot be assigned or transferred in whole or in part.

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2.5 Communications, Enquiries, Suggested Improvements

- **2.5.1** All enquiries and suggested improvements must be submitted in writing only at internationalproposals@international.gc.ca no late than five calendar days before the solicitation closing date. Enquiries and suggestions received after that time may not be answered.
- 2.5.2 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 questions or may request that the Offeror do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.
- 2.5.3 Should any Offeror consider that the specifications or Statement of Work contained in this RFSO and Draft Contract can be improved, the Offeror is invited to make suggestions in writing. The Offeror must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Offeror will be given consideration. Canada reserves the right to accept or reject any or all suggestions.

2.6 Applicable Laws

Any resulting contract will be interpreted and governed, and the relations between parties determined by the laws in force in Ontario, Canada.

2.7 Challenges

The Canadian International Trade Tribunal (CITT) was established by the Government of Canada to provide a challenge mechanism for suppliers to raise complaints regarding the solicitation or evaluation of offers, or in the awarding of contracts on a designated procurement, in accordance with applicable Trade Agreements. You may raise concerns regarding the solicitation, evaluation or the resulting award, with the DFATD representative in a first attempt to address the concern or if not satisfied, with the CITT by contacting them toll free by telephone at 855-307-2488, or by visiting their website at http://www.citt.gc.ca/.

2.8 No Promotion of Offeror's Interest

Offerors will not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project.

2.9 Legal Capacity

The Offeror must have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership or a corporate body, the Offeror must provide, if requested by Canada's Representative, a statement and any requested supporting documentation indicating the laws



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2.10 **Incapacity to contract with government**

By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's affiliates has ever been convicted of an offence under any of the following provisions. Canada may reject a proposal where the Offeror, including the Offeror's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:

place of business. This also applies to Offerors submitting a proposal as a joint venture.

under which it is registered or incorporated together with the registered or corporate name and

- a) paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her* Majesty) of the *Financial Administration Act*, or
- b) section 121 (Frauds on the government and Offeror subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the <u>Criminal Code</u> of Canada, or
- c) section 462.31 (Laundering proceeds of crime) or
- d) sections 467.11 to 467.13 (*Participation in activities of criminal* organization) of the Criminal Code of Canada, or section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the <u>Competition Act</u>, or
- e) section 239 (False or deceptive statements) of the <u>Income Tax Act</u>, or
- f) section 327 (False or deceptive statements) of the Excise Tax Act, or
- g) section 3 (*Bribing a foreign public official*) of the *Corruption of Foreign Public Officials Act*, or
- h) section 5 (*Trafficking in substance*), section 6 (*Importing and* exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act, or
- i) any provision under any law other than Canadian law having a similar effect to the above-listed provision.



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PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separate PDF files or Microsoft office (version 2003 or newer) as follows:

Section I: Technical Proposal (one copy by email submission)
Section II: Financial Proposal (one copy by email submission)
Section III: Certifications (one copy by email submission)

Please note: offers may only be modified or resubmitted <u>before</u> the solicitation closing date, any changes must be done in writing. The latest offer received will supersede any previously received offers.

3.2 Technical Offer instructions

Section I: to be labeled "**Technical Offer**":

In their Technical Offer, Offerors should demonstrate their understanding of the requirements contained in the offers solicitation and explain how they will meet these requirements. Offerors should demonstrate their capability for carrying out the work in a thorough, concise, and, clear manner. Offerors should respond to each of the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the solicitation is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that Offerors address and present topics in the order of the evaluation criteria under the same headings.

3.3 Financial Offer Instructions

Section II: to be labeled "Financial Offer":

Offerors must submit their Financial Proposal in accordance with Appendix B the Basis of Payment. Prices should appear in Appendix B the Basis of Payment only and should not be indicated in any other section of the proposal. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration. All the information required in the Financial Proposal must appear in a separate document and should be identified as the Financial Proposal. Financial Proposals will only be opened after the evaluation of the Technical Proposal is completed. **Estimates provided in Appendix B, Basis of Payment, are strictly for evaluation purposes and are not a guarantee under the contract.**

3.4. FIRM HOURLY RATES

- 3.4.1 Offerors must quote Hourly Rates in CNY. The Hourly Rates must include all costs resulting from the performance of the Work as described in this RFSO, all costs resulting from the performance of any additional Work described in the Offeror's Proposal (unless clearly described as an option).
- 3.4.2 The Offeror will not be reimbursed for travel and living expenses incurred in the performance of the Work.
- 3.4.3 All payments will be made according to Appendix B: Basis of Payment.



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3.5 Certifications

Section III: to be labeled "**Certifications**":

Offerors should sign and submit the certifications and additional information listed in Appendix "D" Certifications with the offer but they may be submitted afterwards if requested by the Contracting Authority. Offeror must sign Appendix "D" Certifications to be awarded a contract.

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation and Selection

- **4.1.1** Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the technical and financial evaluation criteria.
- **4.1.2** An evaluation team composed of representatives of Canada will evaluate the offers.
- **4.1.3** If the Offeror is deemed to be non-responsive / non-compliant *at any time during the below two (2) stages of evaluation, the technical stage or the financial stage,* the offer will be set aside and given no further consideration.

4.2 Basis of Selection

All responsive Standing Offers will be considered.

To be considered responsive, offers must meet the following:

- a) comply with all the requirements of the Request for Standing Offer (RFSO);
- b) meet all the mandatory technical evaluation criteria; and,
- c) obtain the required minimum of 90 points overall for the technical evaluation criteria out of a possible 150 points.

Offers not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive offer that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. Responsive offers will be ranked based upon which offer has the lowest evaluated price per point.

The lowest evaluated price per point will be determined by dividing the proposed total price of the initial contract, including options to extend, by the total technical score, to establish the lowest evaluated price per point.

THE FOLLOWING TABLE IS FOR ILLUSTRATIVE PURPOSES ONLY

Offeror	Quoted Price Excluding Taxes	Total Technical Points	Cost per Point
Offeror 1	\$75,000.00	78	961.54 per point
Offeror 2	\$92,000.00	83	1,108.44 per point
*Offeror 3	\$81,000.00	88	920.46 per point

^{*}In the above scenario, Offeror 3 would be declared the successful Offeror.



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Technical Evaluation Criteria 4.3

4.3.1 Evaluation Grid

<u>Criterion</u>	<u>Title</u>	Ratin	g Scale
M1 Experience	Mandatory 1 - Experience in Mandarin language training	PASS	or FAIL
M2 License	Mandatory 2 - Valid business license	PASS	or FAIL
M3 Location	Mandatory 3 - Physical location in Beijing, China	PASS	or FAIL
PR 1	PR 1.1 Private Course Content		20
Course Content and Planning	PR 1.2 Group Course Content	7	20
course content und 1 mmmg	PR 1.3 Class Planning	15	
PR 2	PR 2.1 Assessment	-	10
Student Assessment,	PR 2.2 Evaluation	-	10
Evaluation and Development	PR 2.3 Development	-	10
PR 3	PR 3 Corporate Experience		40
Corporate Experience	1 K 5 Gol por acc Experience		
PR 4	PR 4.1 Availability of Resources		15
Teacher Qualification	PR 4.2 Academic Education		10
Experience			
	TOTAL	150	100%
MINIMUM POINTS REQUIRED			60%
IVIIIVIIVI	M F OIN 13 NEQUINED	90	00%



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Mandatory Technical Criteria 4.3.2

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The offer must meet the following mandatory technical criteria. The Offeror must provide the necessary documentation to demonstrate compliance with this requirement. Offers that do not meet the mandatory technical criteria will be considered non-responsive. Each mandatory technical criterion should be addressed separately.

#	Mandatory Technical Criteria	Pass	Fail
	The Offeror must have a minimum of two (2) years of experience within the last five (5) years of the Closing Date providing Mandarin language training to adults in Beijing.		
M1	a) Name of the organization that training was provided to;		
	b) Location of the work (city, country);		
	c) Start and end dates of the training.		
M2	The Offeror must provide a copy of their valid (not-expired) Business License.		
М3	The Offeror must have a physical location in Beijing, China, to provide the training. To demonstrate compliance with this mandatory the Offeror must provide:		
	a) The address of the location where training will be provided.		

4.3.3 Point-Rated Technical Criteria (Maximum of 150 points)

Each point-rated technical criterion should be addressed separately.

Offers having successfully met ALL of the mandatory criteria will be evaluated and pointrated against the criteria listed below. Offerors must receive a minimum overall technical score of 90 points (60%) in order to be further evaluated on the basis of their financial proposal. Offers which fail to obtain the required minimum number of points specified will be declared non-responsive.

PR 1 Course Content and Planning (Maximum of 55 Points)

Offerors are required to submit examples of the private and group Mandarin language courses they provide. The examples will be used to evaluate PR1 and should include:

- a) Name of the course;
- b) Proficiency level of the course beginner (HSK 1-2), intermediate (HSK 3-4) or advanced (HSK 5-6); all levels refer to the Chinese Proficiency Grading Standards for International Chinese Language Education (《中国汉语水平考试(HSK) published by the Ministry of Education of the People's Republic of China;



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- c) Short description of the course (including learning technique and tools);
- d) Number of teachers with 2 or more years of experience available to provide each course and the teacher's resumes.

PR 1.1 Private Course Content (Maximum 20 points)

Intent: Evaluate each Offeror's private course content for various proficiency levels in Mandarin.

Offeror did not demonstrate that they can provide private courses at any of th following proficiency levels: beginner (HSK 1-2), intermediate (HSK 3-4) o advanced (HSK 5-6).	
Offeror has demonstrated that they can provide private courses at one of the following proficiency levels: beginner (HSK 1-2), intermediate (HSK 3-4) and advanced (HSK 5-6).	10
Offeror has demonstrated that they can provide private courses at two of the proficiency levels: beginner (HSK 1-2) and intermediate (HSK 3-4) and advanced (HSK 5-6).	15
Offeror has demonstrated that they can provide private courses at all of the following proficiency levels: beginner (HSK 1-2), intermediate (HSK 3-4) and advanced (HSK 5-6)	20

PR 1.2 Group Course Content (Maximum 20 points)

Intent: Evaluate each Offeror's group course (defined as courses with between 2 and 5 participants) content for various proficiency levels in Mandarin.

Offeror did not demonstrate that they can provide group courses at any of the following proficiency levels: beginner (HSK 1-2), intermediate (HSK 3-4) or advanced (HSK 5-6).	0
Offeror has demonstrated that they can provide group courses at all of the following proficiency levels: beginner (HSK 1-2), intermediate (HSK 3-4) and advanced (HSK 5-6)	20

PR 1.3 Class Planning (Maximum 15 points)

Intent: Evaluate the availability of resources to provide training; must provide specific information for each course (up to 15 points). Evaluators select all that apply.

Offeror has demonstrated that they have two (2) teachers with two (2) or more years of experience available at the beginner proficiency level (HSK 1-2) for individual Mandarin language classes.	5
Offeror has demonstrated that they have two (2) teachers with two (2) or more years of experience available at the intermediate proficiency level (HSK 3-4) for individual Mandarin language classes.	10



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Offeror has demonstrated that they have two (2) teachers with two (2) or more	
years of experience available at the advanced proficiency level (HSK 5-6) for	15
individual Mandarin language classes.	

PR 2 Student Assessment, Evaluation and Development (Maximum of 30 Points)

Offerors are to provide an example of how they will assess, evaluate and develop a student's Mandarin language skills. Examples will be used to evaluate PR2 and must include:

- a) Assessment of the students (how Offeror will determine a student's level i.e. beginner, intermediate or advanced);
- b) Evaluation (how Offeror will evaluate whether a student has met the learning objectives of a course);
- c) Development (how Offeror will create an individual plan and track the development of each student as they progress through training).

PR 2.1 Assessment (Maximum 10 points)

Intent: Evaluate how Offeror assesses each student at the start of each course.

Offeror has not demonstrated how they will assess a student proficiency level in Mandarin (beginner, intermediate or advanced).	0
Offeror has provided some of the information required to demonstrate how they will assess a student proficiency level in Mandarin (beginner, intermediate or advanced). However, a substantial amount of information is missing.	3
Offeror has demonstrated how they will assess a student proficiency level in Mandarin (beginner, intermediate or advanced). The response includes most of the information required to meet the minimum requirements, however, there are weaknesses.	6
Offeror has demonstrated how they will assess a student proficiency level in Mandarin (beginner, intermediate or advanced). The response demonstrated a complete and thorough understanding of the requirement.	10

PR 2.2 Evaluation (Maximum 10 points)

Intent: Evaluate the plan for evaluating each student at the end of each course.

Offeror has not demonstrated how they will evaluate whether students met the learning objectives.	0
Offeror has provided some of the information that demonstrates how they will evaluate whether students met the learning objectives. However, a substantial amount of information is missing.	3
Offeror has demonstrated how they will evaluate whether students met the learning objectives. The response includes most of the information required to meet the minimum requirements, however, there are weaknesses.	6
Offeror has demonstrated how they will evaluate whether students met the learning objectives. The response demonstrated a complete and thorough understanding of the requirement.	10



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PR 2.3 Development (Maximum 10 points)

Intent: Evaluate how Offerors will create an individual plan and track the development of each student as they progress through training.

Offeror has not demonstrated how they will create an individualized learning plan and track student development.	0
Offeror has provided some of the information that demonstrates how they will create an individualized learning plan and track student development. However, a substantial amount of information is missing.	3
Offeror has demonstrated how they will create an individualized learning plan and track student development. The response includes most of the information required to meet the minimum requirements, however, there are weaknesses.	6
Offeror has demonstrated how they will create an individualized learning plan and track student development. The response demonstrated a complete and thorough understanding of the requirement.	10

PR 3 Corporate Experience (Maximum 40 points)

Intent: Evaluate the Offeror's recent corporate experience (within ten years after closing date) providing Mandarin language training to adults in China in organizations of a similar size and scope to those outlined in the Statement of Work (Appendix A). Organizations of a similar size and scope refer to other diplomatic missions, NGOs, UN organizations and other similar international organizations.

To facilitate evaluation, information on specific contracts must include:

- a) Name of the organization;
- b) Location of the work (city, country);
- c) Start and end dates of the contract;

Offeror demonstrates between 49 months and 60 months of experience providing Mandarin language training to adults in China within the past 10 years in a similar organization.	30
Offeror demonstrates between 61 months and 72 months of experience providing Mandarin language training to adults in China within the past 10 years in a similar organization.	35
Offeror demonstrates 73 months or more of experience providing Mandarin language training to adults in China within the past 10 years in a similar organization.	40

PR 4 Teacher Qualification Experience (Maximum of 25 points)

The teacher resumes that were submitted in PR 1 will be used for evaluation in PR 4.1, PR 4.2 and PR 4.3.



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PR 4.1. Availability of Resources (Maximum 15 points)

Offeror has demonstrated that they have two (2) or three (3) teachers with two (2) or more years of experience available.	5	
Offeror has demonstrated that they have four (4) or five (5) teachers with two (2) or more years of experience available.	10	
Offeror has demonstrated that they have six (6 or more teachers with two (2) or more years of experience available.	15	

PR 4.2. Academic education (Maximum 10 points)

Offeror has demonstrated that they have one (1) or two (2) teachers with two (2) or more years of experience available who have a master degree.	5
Offeror has demonstrated that they have three (3) or more teachers with two (2) or more years of experience available who have a master degree.	10



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PART 5 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

5A Standing Offer

5.1 Offer

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

5.2 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 issued by Public Works and Government Services Canada.

General Conditions

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

5.3 TERM OF THE STANDING OFFER

5.3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from – (inserted on issuance of Standing Offer)

5.3.2 Extension of the Standing Offer (Irrevocable Option Periods)

If the Standing Offer is authorized for use beyond the initial period, the Offerors offer to extend its offer for an additional one (1) period of one (1) year under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offerors will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5.4 Priority of Documents

The Parties agree to be bound by the following documents:

- a) The call up against the Standing Offer, including any appendixes;
- 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) Statement of Work (Appendix A);



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- f) Basis of Payment (Appendix B);
- g) the Offerors's offer dated (inserted on issuance of Standing Offer)

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.

5.5 Authorities and Communication

5.5.1 Canada's Representative

Canada's Representative for this Contract is:

Name: Nataliia Liu

Title: Procurement Officer

Department of Foreign Affairs, Trade and Development

Directorate: Mission Procurement (AAO)

Address: 125 Sussex Drive, Ottawa, Ontario, K1A 0G2

Telephone: 343-203-8282

E-mail address: nataliia.liu@international.gc.ca

Canada's Representative is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by Canada's Representative.

5.5.2 Project Authority

The Project Authority for this Contract is - (inserted on issuance of Standing Offer)

Name:

Title:

Department of Foreign Affairs, Trade and Development

Mission:

Address:

Telephone:

E-mail address:

The Project Authority is the representative of the department for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract.

5.5.3 Offeror's Representative

The Offeror's Representative is - (inserted on issuance of Standing Offer)

Name:

Title:

Company:

Address:

Telephone:

E-mail address:

The Offeror reserves the right to replace the above-designated Offeror's



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Representative by sending a notice in writing to Canada's Representative to that effect.

5.6 CALL-UP INSTRUMENT

The Work will be authorized or confirmed by the Identified User(s) using form Call-up Against a Standing Offer as per APPENDIX "C" – Example of Call-up Document.

5.7 LIMITATIONS

5.7.1 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed (*inserted on issuance of Standing Offer*) (Applicable tax excluded).

5.7.2 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of (*inserted on issuance of Standing Offer*) (*Applicable Tax 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 three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

5.8 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, Canada.

5B 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.

5.9 Statement of Work

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

5.10 STANDARD CLAUSES AND CONDITIONS

General Conditions

<u>2035 (2018-06-21) General Conditions - Higher Complexity - Services</u>, apply to and form part of the Standing Offer.



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5.11 PERIOD OF THE CONTRACT

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

5.12 INVOICING INSTRUCTIONS

The Offeror must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

5.13 ANTI-TERRORISM

- **5.13.1** Consistent with numerous United Nations Security Council resolutions, including, but not limited to S/RES/1267 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), both Canada and the Offeror are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism.
- **5.13.2** The Offeror acknowledges that neither it, nor any of its employees, Directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and as identified thereto in a "List of Entities" which may be found at < http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-284/index.html > and that it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee.
- **5.13.3** Furthermore, the Offeror acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities. The Canadian government list of terrorist entities can be found at the following web address: https://www.publicsafety.gc.ca/cnt/ntnl-scrt/cntr-trrrsm/lstd-ntts/index-en.aspx.

5.14 Amendments

To be effective, any amendment to the RFSO or Call-up must be done in writing and signed by Canada's Representative and the Offeror's Representative. Canada's right to exercise an Option Period is excluded from this signatures requirement. The Offeror agrees that, during the extended period of the RFSO, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

5.15 Independent Contractor

The Offeror is an independent Contractor engaged by Canada to perform the Work. Nothing in the RFSO or resulting call-ups is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Offeror must not represent itself as an agent or representative of Canada to anyone. Neither the Offeror nor any of its personnel is engaged as an employee or agent of Canada. The Offeror is responsible for all deductions and remittances required by law in relation to its employees.



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5.16 Resources

Canada reserves the right to conduct periodic background checks on personnel employed or subcontracted by the Offeror.

Canada reserves the right, in its sole discretion, to decide that personnel employed or subcontracted by the Offeror are unsuitable. In such circumstances, the Offeror shall ensure that personnel are removed from property and replaced with personnel suitable to Canada.

5.17 GREEN PROCUREMENT

- **5.17.1** The Offeror should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.
- 5.17.2 The Offeror should make every effort to use environmentally preferred goods, services and processes, as required, to reduce any environmental impacts resulting from the performance of the Work. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

5.18 Compliance with Local Law

In the performance of Services under this Call-up, the Offeror will comply with all applicable provisions of the laws in force in China.

5.19 INSURANCE TERMS

5.19.1 Insurance at Discretion of the Offeror

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 Contract.

5.20 DISPUTE RESOLUTION

5.20.1 Discussion and Negotiation

If a dispute arises out of, or in connection with this Call-up, the parties shall meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.



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5.20.2 Procurement Ombudsman

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Canadian Department of Public Works and Government Services Act, S.C. 1996, c. 16 (as amended), will, on request and consent of the parties to bear the cost of such process, participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.

5.21 Payment Terms

5.21.1 Basis of Payment

Canada will pay the Contractor in accordance to the Basis of Payment included as Appendix "B". Payment under this Contract will be conditional on the performance, completion, and delivery of the Work, or any part of the Work to the satisfaction of Canada.

5.21.2 Method of Payment - 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 section 12 (2013-03-21) Invoice submission of 2035 (2018-07-06) General Conditions;
- b) all such documents have been verified by Canada; and
- c) the Work performed has been accepted by Canada.

5.21.3 Firm Hourly Rates

Offerors must quote Hourly Rates in CNY. The Hourly Rates must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFSO, all costs resulting from the performance of any additional Work described in the Offeror's Proposal (unless clearly described as an option).

The Offeror will not be reimbursed for travel and living expenses incurred in the performance of the Work.

All payments will be made according to Appendix B: Basis of Payment.



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APPENDIX A – STATEMENT OF WORK

Mandarin Language Training for the Embassy of Canada in Beijing, China

1. Background

The Embassy of Canada in Beijing, China, provides Mandarin language training for Canada Based Staff (CBS) to assist them to reach a designated level of proficiency. Courses are led by teachers who are experts in the field of attaining and maintaining linguistic proficiency at commonly recognized levels as per SOW section 3.

2. Objective(s)

Mandarin language training is provided in order for Canadian diplomats to achieve the designated level of proficiency necessary to perform their job. This training must therefore focus on social interaction and business level language to facilitate their living in China, where Mandarin/Chinese is the official language.

3. Scope of work

Mandarin language training shall be offered in accordance with the principles of the communicative approach to ensure that trainees attain the level of proficiency targeted for their positions. All levels refer to the Chinese Proficiency Grading Standards for International Chinese Language Education ((中国汉语水平考试(HSK)) published by the Ministry of Education of the People's Republic of China; The levels in question range from level A1 to C2; the frequency of classes should be agreed with each individual language trainee in order to reach or maintain the target level, as established by the CBS.

4. Regular tasks

Provide individual classes to Mission employees identified by the Project Authority. In rare circumstances group classes will be requested.

The Contractor shall:

- 1. Evaluate the language level of each trainee to develop an individual language training plan for each participant in order to reach the designated goal level;
- 2. Report the language evaluation assessment to both, the Project Authority and the trainee;
- 3. Organize a schedule for individual and group language classes to achieve the predetermined level as well as a daily lesson plan each class. The lesson plan must be based on the existing course plan and the individual needs of trainees such as learning style;
- 4. Provide all training materials (e.g. photocopies and listening material) which shall be included as part of the hourly rate within the Basis of Payment with a detailed description.



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- 5. Since adults entering a learning situation come with a variety of needs, differences and expectations, endeavor to create an environment that is conducive to adult learning by respecting the following principles:
- a) The adult is an active learner as opposed to a passive observer;
- b) The adult has immediate objectives and needs to apply the learning rapidly;
- c) The adult learns easily when he/she is aware of the content to learn and the methods that will be used;
- d) The adult learns best when the learning relates to his/her life, and takes into account his/her past experience;
- e) The adult receives training in order to solve a problem or find possible solution to different issues:
- f) The adult is unique from other learners because of his/her personal and professional experience;
- g) The adult is motivated by a goal, an objective, the training activity itself and the anticipated training;
- h) The adult learns best when he/she is an active, stress-free participant, in an atmosphere of empathy, cordiality and patience, free of value judgments;
- i) The adult is more comfortable using his/her first language as the referent in the learning other languages;

5. Deliverables

The Contractor must provide, at a minimum, the following services required for course delivery in order for CBS trainees to attain foreign language proficiency.

- 1) Prepare a daily lesson plan each class, including all additional material such as photocopies, prior to each class. The lesson plan must be based on the existing course plan and the individual needs of trainees such as learning styles;
- 2) Distribute learning materials and daily lesson plan to each trainee, if applicable;
- 3) Provide written feedback at the end of each class to the Project Authority and other teachers about activities carried out;
- 4) Upon request administer tests for each participant to determine the appropriate language level;
- 5) On request administer assessment tests to evaluate the trainee's level;



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- 6) Arrive at the class location prior to the scheduled start time, so as to have sufficient time to fully prepare for class (i.e. to set up the room, make photocopies, verify the correct functioning of technical equipment);
- 7) Organize, track and maintain a schedule and attendance record of trainees from all individual classes, and ensure that all information is filled truthfully and correctly reported to the Project Authority;
- 8) Act as central point of contact to the Project Authority.

6. Project Management Control Procedures

The Contractor Representative shall:

- 1) Maintain consistent communication with the Project Authority regarding the progress of language classes, including email and phone communication as well as attending meetings when required by the Project Authority;
- 2) On request obtain written feedback from students indicating the level of learning and satisfaction achieved at the end of the fiscal year and forward to Project Authority;
- 3) Report any problems or obstacles that may be encountered with the teachers, schedules, and/or classes programs to the Project Authority;
- 4) Administer the invoices submitted as well as tracking the payments received by the Embassy.

7. Minimum Qualifications of Language Training School/Center

- 1) Equipped with a team of teachers who have at least two (2) years of recent experience teaching Mandarin to adults within the past five (5) years;
- 2) Be capable of using, or willing to learn at the Contractor's expense, how to use all the information technology and/or multimedia tools supplied by the Government of Canada, including as a minimum: Windows and word processing software; email; Internet; YouTube; laptops; mobile devices (including tablets, smartphones and I-pods); multimedia technologies; spreadsheets and smart boards;
- 3) Be capable to communicate in English or French at an intermediate level;
- 4) Be capable to issue legal invoices (Chinese Fapiao).

8. Location of Work, Travel and Time:

8.1 Location of Work

Private classes may take place at:

- a) The Embassy of Canada No. 19 Dongzhimenwai Dajie 100600 Beijing; or
- b) At one of the residences of its diplomatic staff, all located within the areas of Beijing; or
- c) On Contractor's campus, which is near the Embassy compounds or the residences of its diplomatic staff.



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The teacher must be escorted by a CBS at all times while in the premises of the Government of Canada.

8.2 Travel

No travel and living expenses shall be charged.

8.3 Time of Work

All courses, tests and related activities are normally delivered between the hours of 8:00 am and 5:00 pm, Monday to Friday, except official holidays. However, there may be exceptions for weekend or holiday delivery due, for instance, to demands in certain programs or availability of individuals and general availability should be 7:30 am to 10:00 pm on weekdays and 8:00 am to 6:00 pm on weekends.



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APPENDIX B – BASIS OF PAYMENT

- **B1.** The Offeror is to provide firm, all-inclusive rates, for the provision of all the services detailed in the Statement of Work, Value Added Tax if applicable and Goods and Services Tax are excluded. All prices are to be in Chinese Renminbi (CNY).
- **B2.** Offerors shall quote a firm all-inclusive hourly rate including all costs associated with providing learning and classroom materials, textbooks, participant evaluations, reports, administrative services and all other items related to providing for the requirement in Appendix A, Statement of Work.
- **B3.** Travel and living expenses will not be paid for any part of the Contract, including transportation costs to and from the place of duty, or any relocation necessary to satisfy the conditions of the Contract.
- **B4.** No other costs elements shall be considered by the Crown. There will be no provision for overtime payments.

Group Courses are defined as courses with between 2 and 5 participants.

Initial Contract Period (Year 1)

Course Type	Firm All-Inclusive Hourly Rate in (CNY) VAT not included	<u>Estimated</u> Number of Hours per year
Private Course at Embassy		1000
Private Course at Staff Quarters		500
Private Course at Offeror's premises		300
Group Course at Embassy		300
Group Course at Staff Quarters		100
Group Course at Offeror's premises		100



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Initial Contract Period (Year 2)

Course Type	Firm All-Inclusive Hourly Rate in (CNY) VAT not included	<u>Estimated</u> Number of Hours per year
Private Course at Embassy		1000
Private Course at Staff Quarters		500
Private Course at Offeror's premises		300
Group Course at Embassy		300
Group Course at Staff Quarters		100
Group Course at Offeror's premises		100

Initial Contract Period (Year 3)

Course Type	Firm All-Inclusive Hourly Rate in (CNY) VAT not included	<u>Estimated</u> Number of Hours per year
Private Course at Embassy		1000
Private Course at Staff Quarters		500
Private Course at Offeror's premises		300
Group Course at Embassy		300
Group Course at Staff Quarters		100
Group Course at Offeror's premises		100



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Option Period 1 (Year 4)

Course Type	Firm All-Inclusive Hourly Rate in (CNY) VAT not included	<u>Estimated</u> Number of Hours per year
Private Course at Embassy		1000
Private Course at Staff Quarters		500
Private Course at Offeror's premises		300
Group Course at Embassy		300
Group Course at Staff Quarters		100
Group Course at Offeror's premises		100

Cancellation and Refund Policy:

Canada agrees to notify the Contractor of cancellation at least one (1) business day in advance of a lesson, in which case there will be no charge.

A cancelled class will be postponed to an alternate date; for fixed-day courses, this will normally mean extending the last day of classes by one (or more) occurrences.

Contractor must wait for 20 minutes after the class hour has started before cancelling the class due to student no-show.



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APPENDIX C - EXAMPLE OF A CALL-UP DOCUMENT

Call-up against Standing Offer

Terms and Conditions of the Standing Offer shall apply

Date: Contractor: Insert full leg		gal name of contractor ss of contractor		
Standing offer no. Requisition r		number	Financial codes	
Item	Description			
Departmen	tal Represer	ntative:		
			ESENTATIVE	
Address	NAME AND	ACRONYW		
Telephone: Fax:				
	nternational.	gc.ca		
			For the Minister	
Certified pursuant to Section 32 of the Financial Administration Act		Signature		
			Print name and capac	sity



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APPENDIX D - 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 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.

D1. 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.

D2. FEDERAL CONTRACTOR'S 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 and 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 <u>Limited Eligibility to Bid"</u> list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

D3. 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



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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.

D4. FORMER PUBLIC SERVANT

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, Offerors must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information.

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 <u>Public Service Superannuation</u> <u>Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>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</u> <u>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.



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D5. 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 FPSs in receipt of a pension, as applicable:

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

By providing this information, 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 <u>Contracting Policy Notice</u>: <u>2012-2</u> and the Guidelines on the Proactive Disclosure of Contracts.

D6. 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.

D7. INCAPACITY TO CONTRACT WITH GOVERNMENT

By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's affiliates has ever been convicted of an offence under any of the following provisions. Canada may reject a proposal where the Offeror, including the Offeror's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:

- a) paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or
- b) section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code* of Canada, or





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- c) section 462.31 (Laundering proceeds of crime) or
- d) sections 467.11 to 467.13 (Participation in activities of criminal organization) of the <u>Criminal Code</u> of Canada, or section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the <u>Competition Act</u>, or
- e) section 239 (False or deceptive statements) of the Income Tax Act, or
- f) section 327 (False or deceptive statements) of the Excise Tax Act, or
- g) section 3 (*Bribing a foreign public official*) of the *Corruption of Foreign Public Officials Act*, or
- h) section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act*, or
- i) any provision under any law other than Canadian law having a similar effect to the above- listed provisions.

CERTIFICATION STATEMENT

By completing, signing and submitting this attachment, the Offeror certifies that the information submitted by the Offeror is accurate and complete.

Name of Authorized Individual	 Date

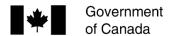


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APPENDIX E - SECURITY REQUIREMENTS CHECK LIST (SRCL)

		_								
Govern of Can		Gouvernemer du Canada	nt		Contract	t Number / Nume	éro du contr	at		
					Security Class	sification / Classi	fication de s	écurité		
		,	SECURITY REQUI	REMENTS CHECK I	IST (SDCL)					
PART A CONTRACT	L	ISTE DE VERIF	ICATION DES EXI	GENCES DEL ATIVE	S À LA SÉCI	URITÉ (LVER	S)			
PART A - CONTRACT 1. Originating Government	ent Depar	tment or Organiza	tion /	ONTRACTUELLE		Directorate / Dire		ole eu l	Disposti -	
Ministère ou organism					BEJING					n
3. a) Subcontract Numb				3. b) Name and Addres	ss of Subcontra	ctor / Nom et ad	resse du so	us-traita	ant	
Brief Description of W Providing language trai			ravail							
5. a) Will the supplier red	quire acc	ess to Controlled G	Goods?							
Le fournisseur aura	-t-il accè	s à des marchandi	ses contrôlées?						No L	Yes Oui
5. b) Will the supplier red Regulations?	quire acce	ess to unclassified	military technical data	a subject to the provision	ns of the Techn	ical Data Contro	ol		No [Yes
Le fournisseur aura	-t-il accès	s à des données te	echniques militaires n	on classifiées qui sont a	assujetties aux o	dispositions du R	Rèalement	N	Non L	Oui
sur le contrôle des 6. Indicate the type of ac							regionient			
6. a) Will the supplier an										
Le lournisseur ains	que les e	employes auront-ils	s accès à des renseio	gnements ou à des biens	ormation or ass s PROTÉGÉS	ets?	\$2		lo lon	Yes
			luestion 7. c) au qui se trouve à la c			00 00 10011 10	-01	N	on L	Oui
6. b) Will the supplier and	d its empl	ovees (e.g. cleane	rs maintenance nere	connell require access to	o restricted acc	ess areas? No	access to 1		lo 「	7 ٧
								~	lon L	Yes Oui
				tien) auront-ils accès à d S n'est pas autorisé.	des zones d'ac	cès restreintes?	L'accès			
b. c) Is this a commercial	courier o	or delivery requiren	ent with no overnigh	nt storage? is entreposage de nuit?			1	✓ N	0	Yes
7. a) Indicate the type of	informatio	on that the supplier	son commerciale san	s entreposage de nuit?				N	on L	☐ Oui
7. a) Indicate the type of Can]		/ OTAN	d'information au		1.00	/oir acc	ės	
7. b) Release restrictions		tions relatives à la		TOTAN		Foreign /	Etranger			
No release restrictions		7	All NATO countries		No	release restricti	ons			
Aucune restriction relati à la diffusion	ve		Tous les pays de l'	OTAN	Au	cune restriction a diffusion				
Not releasable		7								
À ne pas diffuser		_								
Restricted to: / Limité à :		7	Restricted to: / Limi	ité à :						
Specify country(ies): / P	réciser le	(s) pays :	AMERICAN CALCULATION OF THE PROPERTY OF THE PARTY OF THE	i): / Préciser le(s) pays :		stricted to: / Limi		Ш		
			apromy commy(iou	,. Tricoloci la(a) pays .	J Spe	ecify country(ies): / Preciser	le(s) pa	ays:	
 c) Level of information PROTECTED A 	Niveau	d'information								
PROTÉGÉ A			NATO UNCLASSIF NATO NON CLASS			OTECTED A OTÉGÉ A				
PROTECTED B		T I	NATO RESTRICTE			OTECTED B		=		
PROTEGE B		4	NATO DIFFUSION		PR	OTÉGÉ B	L			
PROTECTED C PROTÉGÉ C			NATO CONFIDENT		1000	OTECTED C		\neg		
CONFIDENTIAL	$\overline{}$		NATO CONFIDENT NATO SECRET	IEL		OTÉGÉ C		_		
CONFIDENTIEL			NATO SECRET			NFIDENTIAL NFIDENTIEL				
SECRET			COSMIC TOP SEC			CRET		뤼		
TOP SECRET	-=	- 1	COSMIC TRÈS SE	CRET	-	CRET	L			
TRÈS SECRET						SECRET				
TOP SECRET (SIGINT)		1				S SECRET SECRET (SIG	INT) [=		
TRÈS SECRET (SIGINT) [S SECRET (SIC				
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TBS/SCT 350-103(2004/	12)	1	Security Classificati	ion / Classification de sé	écurité					
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Government Gouvernement du Canada

Solicitation Number: 21-192465-BEJING-NL

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	ernement	Contract	Number / Numero du con	trat
of Canada du Ca	anada	Security Class	ification / Classification de	sécurité
REMARQUE : Si plusier	DTECTED and/or CLASSIFIED COInseignements ou à des biens COMS e sensibilité : emely sensitive INFOSEC informati nseignements ou à des biens INFOse gé(s) du matériel : ment : PARTIE B - PERSONNEL (FOURNI required / Niveau de contrôle de la CONFIDENTIAL CONFIDENTIAL CONFIDENTIEL T MATO CONFIDE MENTS of screening are identified, a Security urs niveaux de contrôle de sécurité s	MSEC information or assets? SEC désignés PROTÉGÉS et/ou Con or assets? SEC de nature extrêmement délica SSEUR) Sécurité du personnel requis SECRET SECRET NATO SECRET NATO SECRET NATO SECRET NATO SECRET	CLASSIFIÉS? Site? TOP SECF TRÈS SEC COSMIC T COSMIC T	No Yes Non Oui No Yes Non Oui RET RET OP SECRET RÈS SECRET
10. b) May unscreened personnel be use	ed for portions of the work?		on de la securite doit etre	No Yes Non Oui
If Yes, will unscreened personnel Dans l'affirmative, le personnel er		arties du travair		No Yes Non Qui
PART C - SAFEGUARDS (SUPPLIER)		ECTION (FOURNISSEUR)	William Control	Section in the second
11. a) Will the supplier be required to repremises?				No Yes Oui
11. b) Will the supplier be required to sa	feguard COMSEC information or as otéger des renseignements ou des l	sets? biens COMSEC?		No Yes Oui
PRODUCTION				
11. c) Will the production (manufacture, a occur at the supplier's site or prem Les installations du fournisseur ser et/ou CLASSIFIÉ?				No Yes Non Oui
INFORMATION TECHNOLOGY (IT) MI	EDIA / SUPPORT RELATIF À LA	TECHNOLOGIE DE L'INFORMAT	ION (TI)	
Will the supplier be required to use information or data? Le fournisseur sera-t-il tenu d'utilis renseignements ou des données F	er ses propres systèmes informatique			No Yes Non Oui
11. e) Will there be an electronic link betw Disposera-t-on d'un lien électroniq gouvernementale?	reen the supplier's IT systems and the ue entre le système informatique du f	e government department or agency ournisseur et celui du ministère ou d	? le l'agence	No Yes
TBS/SCT 350-103(2004/12)	Security Classificati	on / Classification de sécurité		C 11*



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								Security Classification / Class					sification de sécurité			
RTC - (continue: For users comple site(s) or premise Les utilisateurs q niveaux de sauve For users comple Dans le cas des u dans le tableau re	ting s. ui re gar ting utilis	the mplide retailed	form isser equis form irs qu	manually use at le formulaire aux installation	manuell ons du fou e Internet le formula	ement do urnisseur. t), the sun aire en lig	nmary chart i	le tableau réc	apitulatif ly populat nses aux	ci-dessou ed by you questions	s pou	r ind	ique es to	r, pour chaque	e catégori	e, les
Category	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO							COMSEC		
Catégorie	A	B	C	CONFIDENTIAL	SECRET	TOP	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC	PROTECTED PROTEGÉ			CONFIDENTIAL	SECRET	TOP
				CONFIDENTIEL		TRÉS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÉS SECRET	A	В	С	CONFIDENTIEL		TRES SECRET
formation / Assets enseignements / Biens roduction											\vdash					
Media /																
Link / en électronique																
Classification Will the docu La documenta If Yes, classif	mer tion y th	tatio	on at	tached to this se à la présente	SRCL be LVERS	PROTEC sera-t-elle	TED and/or PROTÉGÉE	et/ou CLASS	SIFIEE?	lassifica	tion" i	and	indi	cate with	No Non	
attachments Dans l'affirma « Classification des pièces jo	ntive on c	e, cla	assif	ier le présent	formula	ire en inc du formi	liquant le niv ulaire et indi	veau de sécu quer qu'il y a	rité dans des pièc	la case i es jointe	ntitul s (p. 6	ée ex. S	EC	RET avec		



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Contract Number / Numéro du contrat						
Security Classification / Classification de sécurité						

PART D. AUTHORIZATION / DAG	TIE D. AUTORIOATI	211				-		
PART D - AUTHORIZATION / PAR 13. Organization Project Authority /	Chargé de projet de l'o	organisme		The same of	Miles present the special party of	HYA		
Name (print) - Nom (en lettres moul		Title - Titre		Signature				
Michael Otton		DMCO		m				
Telephone No N° de téléphone 341-3306	Facsimile No Nº d	le télécopieur	E-mail address - Adresse cou Michael.Otton@international.	157000000	Date			
14. Organization Security Authority	Responsable de la sé	curité de l'orga	nisme	go.ca	2021.03.31			
Name (print) - Nom (en lettres moule		Title - Titre		Signature	1			
Keane Grimsrud		RPM		7				
Telephone No N° de téléphone 341-3330	Facsimile No N° d	de télécopieur E-mail address - Adres keane.grimsrud@interr			Date 2021.03.31			
 Are there additional instructions Des instructions supplémentaire 	(e.g. Security Guide, S s (p. ex. Guide de sécu	ecurity Classific urité, Guide de c	cation Guide) attached?	_		Yes Oui		
16. Procurement Officer / Agent d'ap	provisionnement							
Name (print) - Nom (en lettres moule		Title - Titre		Signature	2021.05.11 17:58:31-04'			
Nataliia Liu		Procureme	nt Officer		17:58:31 -04'	00'		
Telephone No N° de téléphone 343-203-8282	Facsimile No N° de	le télécopieur E-mail address - Adresse Nataliia.Liu@intern						
 Contracting Security Authority / A 	Autorité contractante er	n matière de sé	curité		111111111111111111111111111111111111111			
Name (print) - Nom (en lettres moulé		Title - Titre		Signature				
Γelephone No N° de téléphone	Facsimile No N° de	e télécopieur	E-mail address - Adresse cou	urriel	Date			

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

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