



<p>RETURN OFFERS TO RETOURNER LES OFFRES À :</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Electronic Copy: ec.soumissions-bids.ec@canada.ca</p> <p>REQUEST FOR STANDING OFFER DEMANDE D’OFFERS À COMMANDES (DOC)</p> <p>OFFERS TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>OFFRES À : ENVIRONNEMENT CANADA</p> <p>Nous offrons d’effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre French Language Training in Edmonton, Alberta</p>	
	<p>Solicitation No. /SAP No. – N° de l’invitation EC / N° SAP 5000054768</p>	
	<p>Date of solicitation (YYYY-MM-DD) – Date de l’invitation (AAAA-MM-JJ) 2021-08-24</p>	
	<p>Solicitation Closes (YEAR-MM-DD) – L’invitation prend fin (AAAA-MM-JJ) at – à 3:00 P.M. on – 2021-09-28</p>	<p>Time Zone – Fuseau horaire Eastern Daylight Time</p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à Heidi Noble heidi.noble@ec.gc.ca</p>	
	<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2024-03-31</p>	
	<p>Destination - of Services / Destination des services Alberta, Canada</p>	
	<p>Security / Sécurité There is no security requirement applicable to the Standing Offer.</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l’entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>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)</p>		
<p>Signature</p>	<p>Date</p>	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 4

1.1 INTRODUCTION..... 4

1.2 SUMMARY..... 4

1.3 DEBRIEFINGS..... 4

PART 2 - OFFEROR INSTRUCTIONS 5

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS 5

2.2 SUBMISSION OF OFFERS 5

2.3 FORMER PUBLIC SERVANT 5

2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS..... 7

2.5 APPLICABLE LAWS 7

PART 3 - OFFER PREPARATION INSTRUCTIONS..... 8

3.1 OFFER PREPARATION INSTRUCTIONS..... 8

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 9

4.1 EVALUATION PROCEDURES 9

4.2 BASIS OF SELECTION 9

MANDATORY AND TECHNICAL POINT RATED CRITERIA 11

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 17

5.1 CERTIFICATIONS REQUIRED WITH THE OFFER..... 17

5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION
17

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES..... 19

A. STANDING OFFER 19

6.1 OFFER..... 19

6.2 SECURITY REQUIREMENTS 19

6.3 STANDARD CLAUSES AND CONDITIONS 19

6.4 TERM OF STANDING OFFER 19

6.5 AUTHORITIES 20

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS..... 21

6.7 IDENTIFIED USERS 21

6.8 CALL-UP PROCEDURES 21

6.9 CALL-UP INSTRUMENT 21

6.10 LIMITATION OF CALL-UPS..... 22

6.11 FINANCIAL LIMITATION..... 22

6.12 PRIORITY OF DOCUMENTS 22

6.13 CERTIFICATIONS AND ADDITIONAL INFORMATION 22

6.14 APPLICABLE LAWS 23

B. RESULTING CONTRACT CLAUSES..... 24

6.1 STATEMENT OF WORK..... 24

6.2 STANDARD CLAUSES AND CONDITIONS 24

6.3 TERM OF CONTRACT 24

6.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS..... 24

6.5 PAYMENT 24

6.6 INVOICING INSTRUCTIONS 25

6.7 INSURANCE..... 25

6.8 REPLACEMENT OF SPECIFIC INDIVIDUALS 25

6.9 UNFORESEEN LEARNER ABSENCES 25

ANNEX "A" 26
 STATEMENT OF WORK..... 26

ANNEX "B" 30
 BASIS OF PAYMENT 30

ANNEX "C"..... 32
 STANDING OFFERS REPORTING..... 32

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, and the Standing Offers Reporting.

The Attachments include the Mandatory and Technical Point Rated Criteria, the Bidder Establishment and Experience Table, the Experience of the Proposed Program Coordinator Table, the Bidder Experience Providing Group Training Table, and the Bidder Experience Providing Individual/Small Group Training Table.

1.2 Summary

- 1.2.1 Environment and Climate Change Canada requires part-time group and full-time individual French language training. The training will be delivered remotely with the intent to switch to on-site classes at its site located in Edmonton, Alberta.
- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

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.

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

2.1.1 SACC Manual Clauses

2.2 Submission of Offers

Offers must be submitted to Environment and Climate Change Canada at the address and by the date, time and place indicated on page 1 of the offer solicitation.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to Environment and Climate Change Canada 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 time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [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: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the 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 Alberta.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Technical Offer (1 electronic copy)

Section II: Financial Offer (1 electronic copy)

Section III: Certifications (1 electronic copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

The total size of the email, including all attachments, **must be less than 15 megabytes (MB)**. It is each Offeror's responsibility to ensure that the total size of the email does not exceed this limit.

Offers sent by mail, fax or other means **will not** be accepted.

Offerors should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Offers and supporting information may be submitted in either English or French.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Offeror's responsibility to ensure that the Contracting Authority receives an offer on time, in the mailbox that has been identified for offer receipt purposes. Date stamps for this form of transmission are not acceptable.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment.

Section III: Certifications Offerors must submit the certifications and additional information 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 and financial evaluation criteria.

- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the offer must be the experience of the Offeror itself (which includes the experience of any companies that formed the Offeror by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Offeror's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

4.1.1.1 Mandatory Technical Criteria

Mandatory criteria are assessed on a simple pass/fail basis. Bids that fail to meet any of the mandatory criteria will be considered non-responsive.

4.1.1.2 Point Rated Technical Criteria

To be considered responsive, an Offeror must obtain the required minimum score of 50 points for the evaluation of the Point Rated Technical Criteria.

Point Rated Technical Criteria is included in Attachment 1 to Part 4.

4.1.2 Financial Evaluation

4.1.2.1 The price will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.

For evaluation purposes only, the price of the offer will be determined as follows:

Proposals will be evaluated out of 40 points

The proposal with the lowest price receives the maximum 40 points, and all higher priced proposals will be pro-rated relative to the lowest price

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, an offer must:
 - (a) comply with all the requirements of the offer solicitation;
 - (b) meet all mandatory technical criteria;
- and

- (c) obtain the required minimum score of 50 points for the technical evaluation criteria which are subject to point rating.
- 2. Offers not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 5. To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 40%
- 6. For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive offer with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three offers are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$100,000.00 (100).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

<u>Offeror</u>	Offeror 1	Offeror 2	Offeror 3
Overall Technical Score	90/100	75/100	80/100
Offer Evaluated Price	\$115,000.00	\$110,000.00	\$100,000.00
<u>Calculations</u>			
Technical Merit Score	$90/100 \times 60 = 54$	$75/100 \times 60 = 45$	$80/100 \times 60 = 48$
Pricing Score	$100/115 \times 40 = 35$	$100/110 \times 40 = 36$	$100/100 \times 40 = 40$
Combined Rating	89	81	88
Overall Rating	1 st	3 rd	2 nd

ATTACHMENT 1 TO PART 4

MANDATORY AND TECHNICAL POINT RATED CRITERIA

Mandatory Technical Criteria:

Corporate	
M1	<p>Establishment and Experience</p> <p>The Bidder must demonstrate that it has at least 5 years of experience at the date of bid closing providing education to adults in full-time and/or part-time language training under its current establishment.</p> <p>The experience must be the Bidder itself and cannot include businesses that were acquired.</p> <p>In order to demonstrate this the Bidder should complete the Bidder Establishment and Experience Table found at Attachment 2 to Part 4 or provide the equivalent information.</p>
Bidder's Proposed Program Coordinator	
M2	<p>Education</p> <p>The Bidder's proposed Program Coordinator must have a bachelor's degree in the following:</p> <ul style="list-style-type: none"> - Teaching and Education Sciences; - Communications; - Languages and Literature; - Business Administration <p>Environment and Climate Change Canada reserves the right to request proof prior to standing offer award.</p> <p>In the case of studies completed outside Canada, a document attesting to the Canadian equivalence must be provided. Only equivalencies determined by recognized institutions, such as the federal and provincial governments or the International Credential Assessment Service of Canada, will be accepted.</p>
M3	<p>Experience of Program Coordinator</p> <p>The Bidder must demonstrate that the proposed Program Coordinator has a minimum of one year of experience at date of bid closing as a program coordinator which includes the following responsibilities:</p> <ol style="list-style-type: none"> 1. Overseeing the course content 2. Scheduling of instructors <p>In order to demonstrate this the Bidder should complete the Experience of the Proposed Program Coordinator Table found at Attachment 3 to Part 4 or provide the equivalent information.</p>

Point Rated Technical Criteria:

R1	<p>Experience Providing Group Training</p> <p>The Bidder should demonstrate that it has provided group training in French as a second language within the last 3 years at date of bid closing. *Group training is defined as training for 4 or more learners per group.</p> <p><u>Point allocation:</u> 2,000 hours of experience - 0 points 2,001 to 3,000 hours of experience – 10 points 3,001 to 4,000 hours of experience – 20 points 4,001 to 5,000 hours of experience – 30 points 5,001 to 6,000 hours of experience – 40 points 6,001 hours of experience or greater – 50 points</p> <p>In order to demonstrate this the Bidder should complete the Bidder Experience Providing Group Training Table found at Attachment 4 to Part 4 or provide the equivalent information.</p>
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R2	<p>Individual/Small Group Training Including Program Material -</p> <p>The Bidder should demonstrate that it has provided individual/small group training in French as a second language within the last 3 years at date of bid closing. *Individual/small group training is defined as training for up to 3 learners per group.</p> <p><u>Point allocation:</u> 2,000 hours of experience - 0 points 2,001 to 3,000 hours of experience – 10 points 3,001 to 4,000 hours of experience – 20 points 4,001 to 5,000 hours of experience – 30 points 5,001 to 6,000 hours of experience – 40 points 6,001 hours of experience or greater – 50 points</p> <p>In order to demonstrate this the Bidder should complete the Bidder Experience Providing Individual/Small Group Training Table found at Attachment 5 to Part 4 or provide the equivalent information.</p>
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Minimum score of 50 points out of 100 points

**ATTACHMENT 2 TO PART 4
BIDDER ESTABLISHMENT AND EXPERIENCE TABLE**

Name of Establishment	
Number of years as an establishment	
Number of years of experience of providing language training to adults	

**ATTACHMENT 3 TO PART 4
EXPERIENCE OF THE PROPOSED PROGRAM COORDINATOR TABLE**

The Bidder may add additional rows as needed to demonstrate its proposed Program Coordinator's experience

Name of the proposed Program Coordinator:	
Employer's Name:	
Start Date:	
End Date:	
Description of Responsibilities Related to Overseeing the Course Content	
Description of Responsibilities Related to Scheduling of Instructors	

**ATTACHMENT 4 TO PART 4
 BIDDER EXPERIENCE PROVIDING GROUP TRAINING TABLE**

The Bidder may add additional rows as needed to demonstrate its proposed Program Coordinator’s experience.

The Bidder should create a separate table for each Client

Name of the Client:	
Start Date:	
End Date:	
Identify Number of Groups Training was Provided for:	
Group 1:	
Identify Part-time or Full-time Requirement:	
Number of Hours per Training Session:	
Number of Sessions per Week:	
Number of Weeks Training was Provided for:	
Total Hours for Group 1:	
Group 2:	
Identify Part-time or Full-time Requirement:	
Number of Hours per Training Session:	
Number of Sessions per Week:	
Number of Weeks Training was Provided for:	
Total Hours for Group 2:	
Total Hours for All Groups:	

**ATTACHMENT 5 TO PART 4
 BIDDER EXPERIENCE PROVIDING INDIVIDUAL/SMALL GROUP TRAINING TABLE**

The Bidder may add additional rows as needed to demonstrate its proposed Program Coordinator’s experience.

The Bidder should create a separate table for each Client

Name of the Client:	
Start Date:	
End Date:	
Identify Number of Groups Training was Provided for:	
Group 1:	
Identify Part-time or Full-time Requirement:	
Number of Hours per Training Session:	
Number of Sessions per Week:	
Number of Weeks Training was Provided for:	
Total Hours for Group 1:	
Group 2:	
Identify Part-time or Full-time Requirement:	
Number of Hours per Training Session:	
Number of Sessions per Week:	
Number of Weeks Training was Provided for:	
Total Hours for Group 2:	
Total Hours for All Groups:	

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [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 and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" 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/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 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.

5.2.3.2 Education and Experience

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

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

6.3 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.

6.3.1 General Conditions

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 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 E. 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.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award to March 31, 2024.

6.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: _____
Title: _____
Public Works and Government Services Canada
Acquisitions Branch
Directorate: _____
Address: _____

Telephone: ____ - ____ - ____
Email address: _____

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.

6.5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
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.

6.5.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is:

Name: _____

Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the Project Authority.

6.8 Call-up Procedures

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer, or an equivalent form.

6.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

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. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPSGC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$3,750,000.00 (Applicable Taxes included).

6.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$3,750,000.00 including applicable taxes 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 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.

6.12 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, Mandatory and Point Rated Technical Criteria;
- g) Annex D, Security Requirements Check List
- h) Annex E, Standing Offers Reporting; and
- i) 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*).

6.13 Certifications and Additional Information

6.13.1 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.

6.13.2 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.

6.14 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 Alberta

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.

6.1 Statement of Work

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

[2010B](#) (2020-05-28) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.2.2 SACC Manual Clauses

[C0711C](#) (2008-05-12) Time Verification

6.3 Term of Contract

6.3.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2024 inclusive.

6.3.2 Delivery Date

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

6.4 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: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.5 Payment

6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm rates as specified in Annex B. Customs duties are included and applicable taxes extra.

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

6.5.2 Terms of Payment

SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payment

6.6 Invoicing Instructions

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

Each invoice must be supported by:

- a) A copy of times sheets to support the time claimed;
2. Invoices must be distributed as follows:
 - a) Invoices must be submitted in accordance with the call-up for certification and payment.

6.7 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

6.8 Replacement of Specific Individuals

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

6.9 Unforeseen Learner Absences

6.9.1 Unforeseen Absences – Individual Training

The Identified User will pay the Offeror for any learner's unforeseen absence if written notice was not given at least 2 (two) working days in advance, and such absences cannot be made up at the end of the training.

6.9.2 Unforeseen Absences – Group Training

The Identified User will pay the Offeror for any learner's unforeseen absence, and such absences cannot be made up at the end of the training.

ANNEX "A"

STATEMENT OF WORK

1. SCOPE

1.1 Objective

1.1.1 The services of a Contractor to provide part-time and full-time French language instruction for Environment and Climate Change Canada (ECCC) employees, herein referred to as learners, between contract award and March 31, 2024.

1.2 Background

1.2.1 It is government policy to ensure that employees continue to have generous access to language training to enable them to meet the language requirements of bilingual positions in support of the government's requirements as well as to meet their career objectives.

1.2.2 Linguistic duality is an important value at ECCC. The language development of learners supports an inclusive culture, assists in serving all Canadians in the language of choice, and enables learners to be better prepared for a variety of challenging career opportunities within the federal public service.

1.2.3 Due to social distancing measures taken government-wide because of the COVID-19 pandemic, the majority of learners have been working from home. Alternative and safer methods of obtaining language training are to be considered to accommodate the learners and Instructors who would otherwise be working in close physical proximity.

2. REQUIREMENTS

2.1 General

2.1.1 The Contractor must provide French lessons to enable ECCC staff in obtaining or maintaining federal government language requirements at various levels.

2.1.2 Contractor will conduct initial assessment for all new students and place them in the appropriate class.

2.1.3 Instruction must include reading, writing and oral skills development as defined by the Canada School of Public Service (CSPS) - [Qualification Standards in Relation to Official Languages - Canada.ca](#)

2.1.4 The Contractor must develop and assemble teaching materials from various sources including materials from the Canada School of Public Service program relating to PFL2, A, B or C levels - [Language learning products catalogue of the Canada School of Public Service—French-as-a-second-language training—A and B levels - Government of Canada Publications - Canada.ca](#).

2.1.5 Copies of learning materials must be transmitted to the Learner electronically, where possible.

2.1.6 ECCC is responsible to acquire all printing learning materials and purchasing textbooks for each learner. The Contractor will provide all resources for its instructors.

2.2 Remote Instruction

- 2.2.1 The Instructor(s) must conduct lessons from a remote site authorized by the Contractor and use an online videoconferencing application approved by ECCC, which can be used by both the Instructors and Learners without the need to log into a virtual private network (VPN).
- 2.2.2 The Contractor must have licenses or software agreements for the online videoconferencing applications. ECCC will not reimburse the costs for the usage or acquisition of this software.
- 2.2.3 The Instructor must provide electronic calendar invitations to all learners in the respective class.

2.3 On-Site Classes

- 2.3.1 Should social distancing measures be lifted by department and public health officials during the period of this Contract, classes are to resume on-site at ECCC Eastgate Offices located at 9250 49 Street NW, Edmonton, Alberta T6B 1K5.
- 2.3.2 It is the responsibility of the Project Authority to confer with the Contracting Authority and the Contractor before a date is set to resume classes at the Learners' regular work site.
- 2.3.3 ECCC is responsible to provide classrooms with appropriate amenities such as whiteboard and markers. The Project Authority is responsible for coordinating all classrooms.
- 2.2.3 The Contractor's instructors are responsible for their own transportation and parking. Parking at ECCC Eastgate Offices is privately owned.
- 2.2.4 In the event of adverse weather conditions the Project Authority will contact the Contractor to cancel or reschedule classes as required.
- 2.2.5 In accordance with the Government of Canada security protocols, the Contractor and any of its employees or subcontractors must be escorted by an ECCC employee or security officer throughout the performance of the Contract on-site at 9250 49 Street NW, Edmonton, AB, T6B 1K5. The Project Authority will meet the Instructor at the Commissionaires' reception desk on the main level of work site and escort him or her to the designated training location. The Instructor may be required to obtain a visitor's pass and leave photo identification at the Commissionaires' reception desk until ready to vacate the building.

2.4 Class Preparation

- 2.4.1 Instructors must devote preparation time to meet the obligations of the Contract.
- 2.4.2 Instructors must respond to learners' requests within 48 hours.
- 2.4.3 The Contractor or Instructors will provide each class with a list of reference materials; training materials such as textbooks, books, instructional CDs and DVDs; and all IT requirements that are deemed necessary to attain objectives.

3. LEARNING OBJECTIVES / CLASSES

3.1 Part-time Group Class Training

- 3.1.1 The Contractor will provide group classes for up to 15 learners per class for different levels of learning.

- 3.1.2 Beginner French classes consist of a weekly 1-2 hour session of up to 15 learners with the possibility of multiple classes.
- 3.1.3 Intermediate French classes consist of a weekly 1-2 hour session of up to 15 learners with the possibility of multiple classes.
- 3.1.4 French Exam Preparation classes consist of a 90 minute session for up to 15 learners.
- 3.1.5 Advanced Conversation French class consists of a weekly 90 minute session for up to 15 learners.

3.2 Full-Time Individual / Small Group Training

- 3.2.1 The Contractor will provide full-time French Language Training for 1 to 3 learners per group when required.
- 3.2.2 Provide necessary hours of instruction per week of French training to enable the learners to devote a minimum 37.5 hours per week of learning as a combination of classroom training and self-directed learning activities.
- 3.2.3 Provide necessary hours of instruction per week for up to 3 learners, to advance their already acquired levels, prepare for exams, or retain levels.
- 3.2.4 Provide guidance to learners for self-directed learning activities.

4. SCHEDULE

- 4.1 Classes and individual training will take place Monday to Friday, between 8:00 a.m. and 4:00 p.m.
- 4.1.1 Classes must not be scheduled or delivered on federal government statutory holidays.

The following days are designated holidays for learners. If a holiday falls on a weekend, it is moved to the next business day:

- a) New Year's Day (January 1)
- b) Good Friday
- c) Easter Monday
- d) Victoria Day (the Monday between May 18 and May 24)
- e) Canada Day (July 1)
- f) Heritage Day (first Monday in August)
- g) Labour Day (first Monday in September)
- h) Thanksgiving (second Monday in October)
- i) Remembrance Day (November 11)
- j) Christmas Day (December 25)
- k) Boxing Day (December 26)

5. DELIVERABLES

- 5.1 The Contractor must provide written feedback to learners on progress of writing, reading and speaking abilities at midyear, year-end or as requested by the Project Authority.

6. INSTRUCTOR QUALIFICATIONS

- 6.1.1 Instructors must have a minimum of 2,500 hours of experience providing full and/or part-time French language training provided to adult learners.
- 6.1.2 Instructors must have at least a bachelor's degree from a recognized university or the equivalent (higher studies diploma). In the case of studies completed outside Canada, a document attesting to the Canadian equivalence must be provided. Only equivalencies determined by recognized institutions, such as the federal and provincial governments or the International Credential Assessment Service of Canada, will be accepted.

7. CORRECTIVE MEASURES

- 7.1 If in the opinion of Canada an instructor is not suitable then the Contractor must provide a replacement instructor within five (5) working days.

ANNEX "B"

BASIS OF PAYMENT

The Offeror must provide an hourly rate for each classification to be considered responsive.
 The Offeror must apply the estimated Number of Hours per Learner and the estimated Number of Learners identified below in its financial bid to be considered responsive.
 Only information provided in the tables below will be considered by Canada.

Year 1 - Contract Award – March 31, 2022				
Classification	Hourly Rate (A)	Number of Hours per Learner (B)	Number of Learners (C)	Price (A)*(B)*(C)
Part-time	\$ _____	44	100	\$ _____ (D)
Full-time	\$ _____	825	25	\$ _____ (E)
Total Price				\$ _____ (D)+(E)

Year 2 - April 1, 2022 – March 31, 2023				
Classification	Hourly Rate (A)	Number of Hours per Learner (B)	Number of Learners (C)	Price (A)*(B)*(C)
Part-time	\$ _____	100	100	\$ _____ (D)
Full-time	\$ _____	1875	25	\$ _____ (E)
Total Price				\$ _____ (D)+(E)

Year 3 - April 1, 2023 – March 31, 2024				
Classification	Hourly Rate (A)	Number of Hours per Learner (B)	Number of Learners (C)	Price (A)*(B)*(C)
Part-time	\$ _____	100	100	\$ _____ (D)
Full-time	\$ _____	1875	25	\$ _____ (E)
Total Price				\$ _____ (D)+(E)

Total Offer Price: \$ _____
 (Year 1 + Year 2 + Year 3)

ANNEX "C"
STANDING OFFERS REPORTING

Date of Call-up	Service Provided	Work Completion Date	Annually	Price	Total