



Solicitation No. 84084-21-0153
Standing Offer for Virtual Language Training Services

Closing Date and Time: November 30, 2021
2:00 PM MST

RETURN BIDS TO:

Canadian Energy Regulator
 Suite 210, 517 Tenth Avenue
 SW Calgary, AB, Canada
 T2R 0A8
 Bid Email: proposals.propositions@cer-rec.gc.ca

REQUEST FOR STANDING OFFER

Comment
 This documents contain no security requirement.

Proposal To: Canadian Energy Regulator

We hereby offer to sell to Canadian Energy Regulator, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

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

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

Title	
Virtual Language Training Services	
Solicitation No.	Date
84084-21-0153	November 5, 2021
Solicitation Closes	Time Zone
at	02 :00 PM – 14h00
on	November 30, 2021
Mountain Standard Time (MST)	
F.O.B.	
Plant:	Destination: <input checked="" type="checkbox"/> Other:
Address inquiries to:	
Carol A. Hambleton	
Area code and Telephone No.	Facsimile No. / E-mail
	Carol.Hambleton@cer-rec.gc.ca
Destination – of Goods, Services, and Construction:	
<input type="checkbox"/> Delivery required	<input type="checkbox"/> Delivery offered
<input type="checkbox"/> See Herein	
Vendor/firm Name and Address	
Telephone No.	
E-mail	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)	
Signature	Date



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November 2020 Request for Standing Offers Template (RFSO)

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, 942 Call-Up, Bid Evaluation, Price Proposal and the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

1.2.1 Requirement is for the services of French or English language trainers to provide part-time or full-time French and English language training in a virtual in either an individual and group setting, on an "As and When" required basis.

- for whom? Canada Energy Regulator;
- One (1) year with four (4) one year option periods;
- Services to be provided to:
 - Vancouver, British Columbia;
 - Calgary, Alberta;
 - Montreal, Quebec

1.3 Security Requirements

There are no security requirements.



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1.4 Debriefings

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

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

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

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

Subsection 5.4 of ~~2006~~, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

2.2 Submission of Offers

Bids must be submitted only to Canadian Energy Regulator (CER) by email to proposal.propositions@cer-rec.gc.ca by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to Canadian Energy Regulator (CER) will not be accepted.

All emailed bids must be received before the bid closing date and time. Any email received after the bid closing date and time will not be accepted. Bidders should note the file attachment size limit is 10MB

2.3 Former Public Servant

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



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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 bids is completed, Canada will inform the Bidder 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 bid 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 Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

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



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Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) 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.



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2.6 Bid Challenge and Recourse Mechanisms

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separate attachments as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications
Section IV: Additional Information

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

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://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>).

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 the "Annex E, Basis of Payment").

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

Section IV: Additional Information

- 3.1.1** The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as



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indicated in Part 6 – Security, Financial and Other Requirements.

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 and Carol A. Hambleton will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The Mandatory Criteria listed in Annex “D” will be evaluated on a simple pass/fail basis.

Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

4.1.1.2 Point Rated Technical Criteria

The Point Rated Criteria listed in Annex “D” will be evaluated and minimum score will be required. Proposals which do not meet the minimum score in the point rated criteria will be deemed unsuccessful.

4.2 Basis of Selection

4.2.1 SACC Manual Clause A0027T, Basis of Selection – Highest Combined Rating of Technical Merit and Price

- 1.T o be declared responsive, a bid must:
 - a.c omply with all the requirements of the bid solicitation; and
 - b.m eet all mandatory criteria; and
 - c.o btain the required minimum of 144 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 240 points.
- 2.T he selection 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.
- 3.T o establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
- 4.T o establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 6.F or each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. either the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



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The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively, total available points equals 135 and the lowest evaluated price is \$45,000 (45).

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

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical	115/135 x 60 =	89/135 x 60 =	92/135 x 60 =
	Merit Score	51.11	39.56	40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

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.



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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 property 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

5.2.3.2 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



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given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Standing Offer.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

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

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from December XX 2021 to December 31, 2022.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional four (4) one year periods, from December 2022 to December 2026 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 Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.



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7.4.4 Delivery Points

Delivery Points:

- 1) Vancouver, British Columbia
- 2) Calgary, Alberta
- 3) Montreal, Quebec

7.5 Authorities

7.5.1 Standing Offer Authority

The Contracting Authority for the Contract is:

The Standing Offer Authority is:

Name: **Carol A. Hambleton**
 Title: Senior Procurement Consultant
 Organization: Canadian Energy Regulator
 Accounting and Procurement
 Address: 517 Tenth Avenue SW, Suite 210
 Calgary, Alberta
 T2R 0A8

E-mail address: Carol.Hambleton@cer-rec.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____

 Telephone: _____ - _____ - _____
 Facsimile: _____ - _____ - _____
 E-mail address: _____

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

7.5.3 Offeror's Representative

Name: _____
 Title: _____
 Organization: _____
 Address: _____

 Telephone: _____ - _____ - _____



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Facsimile: _____ - _____ - _____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Canada Energy Regulator.

7.8 Call-up Allocation and Procedures

7.8.1 Call-up Allocation

Maximum of three (3) Standing Offers could be awarded to ensure that all work activities can be provided at each delivery points.

7.8.2 Call-up Procedures

- a) Offerors will be contacted directly as described in the article 7.9.1 above.
- b) The Contract Authority (as applicable) will provide the Offeror with details of the work activities to be performed within the scope of this Standing Offer including a description of the deliverables to be submitted.
- c) The Offeror will prepare and submit a proposal for the work as required by the Project Authority (as applicable). The proposal shall include a cost quotation establishing by utilizing the applicable rate as shown in Annex "E" – Price Proposal, a schedule indication completion dates for major work activities and submission dates for deliverables/reports with supporting details. The proposal must be submitted to the Project Authority (as applicable within ten (10) business days of receiving the requests, unless otherwise specified in writing by the Project Authority.
- d) Upon acceptance by the Project Authority of the Offeror's proposal for the services, the Offeror will be authorized by a contracting Authority to proceed with the work through the issuance of a duly completed and signed Call-up against a Standing Offer.
- e) The Offeror must not commence work until the Call-up against the Standing Offer has been signed by the Contracting Authority. The Offeror acknowledges that any and all work performed in the absence of a Call-up against the Standing Offer signed by the Contracting Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor,

7.9 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.

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

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 CAD (Applicable Taxes



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included).

7.11 Priority of Documents

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

- a) the 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, 942 Call-Up Against Standing Offer Form;
- g) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.12 Certifications and Additional Information

7.12.1 Compliance

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

7.12.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

7.13 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.

7.14 Transition to an e-Procurement Solution (EPS)

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

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



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

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must provide the items detailed in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

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

7.3 Term of Contract

7.3.1 Period of the Contract

The Work is to be performed during the period of XX December 2021 to XX November 2022.

7.3.2 Option Periods of the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

7.3.3 Delivery Date

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

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



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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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).



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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.

7.5 Payment

7.5.1 Basis of Payment

Contractor will be paid for the Work performed in accordance with the Annex "B" Basis of Payment. Customs duties are excluded and Applicable Taxes are extra.

7.5.2 Method of Payment – Monthly Payment

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

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

7.5.4 Discretionary Audit

The estimated amount of profit included in the Contractor's price or rate certification is subject to audit by Canada, before or after payment is made to the Contractor under the conditions of the Contract. The purpose of the audit would be to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated firm price and fixed-time rate contracts performed during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).



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If the audit demonstrates that the actual profit is not reasonable and justifiable, as defined above, the Contractor must repay Canada the amount found to be in excess.

7.5.5 Time Verification

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

7.5.6 Electronic Payment of Invoices – Call-up

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

- a. Direct Deposit (Domestic and International);

7.6 Invoicing Instructions

- a) The Contractor is required to provide the Project Authority with an invoice identifying the following information:
 - i. Call-Up number;
 - ii. Dates and locations of the sessions
 - iii. Number of days and number of sitting hours/day;
 - iv. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- b) 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.
- c) Invoices must be distributed as follows:

<<insert the Project Authority email, prior to award>>

7.7 Insurance Requirements

SACC *Manual* clause G1005C (2016-01-28) Insurance – No Specific Requirement

7.8 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.



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



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**ANNEX "A"
STATEMENT OF WORK**

French and English Virtual Language Training

1. Background

The Canada Energy Regulator (CER), formerly the National Energy Board (NEB), an independent federal regulator, located in Calgary, Alberta, is a court of record, with the powers, rights and privileges of a superior court, established in 2019 by the Canadian Energy Regulator Act. The mandate of the CER is to promote safety and security, environmental protection and economic efficiency in the Canadian public interest, in the regulation of pipelines, energy development and trade.

The CER reports to Parliament through the Minister of Natural Resources. It regulates interprovincial and international pipelines, international power lines, the export and import of energy, and tolls and tariffs, as well as oil and gas activities on frontier lands. The CER deals with highly visible, publicly debated matters of strategic importance to Canada and its economic, social and environmental future.

The CER is an equal opportunity employer which means we are committed to a skilled and inclusive workforce, employment equity and diversity in the workplace. A core value is Respect for People, including the Canadian public and those who work for the CER. One of the four Focus Areas is People and Workforce which is shining a light on how we can support a diverse and inclusive workplace, including those in the LGBTQ2 community.

2. Objective

The CER requires the services of French or English language trainers to provide part-time or full-time French and English language training virtual

3. Requirement

Contractor to provide adult education French or English language trainers to deliver language training in the following types of sessions:

3.1 Part-Time Group Sessions consists of the following:

- 3.1.1 To provide group sessions for levels A, B and C, one ½ day session per week for up to 12 weeks.
- 3.1.2 To provide group sessions to address specific learning needs, up to two (2) day ½ days duration.
- 3.1.3 Part-Time Group sessions to provide three (3) to four (4) times annually.

3.2 Part-Time Individual Sessions consists of the following:

provide individual sessions for levels A, B and C, sessions to be comprised of two (2) hour time allocation for a pre-determined amount of weeks to meet specific language needs, up to two (2) times a week.

3.3 Full-Time Group Sessions

- 3.3.1 To provide group sessions for levels A, B and C, sessions to be comprised of five (5) hours per day for a pre-determined amount of weeks to meet specific language needs and to be determined by PA.



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3.4 Full-Time Individual Sessions

- 3.4.1 To provide individual sessions for levels A, B and C, sessions to be comprised of, five (5) hours per day, for a pre-determined amount of weeks to meet specific language needs and to be determined by PA.
- 3.4.2 Training will focus on any one or more of the following:
 - 3.4.2.1 Written Comprehension;
 - 3.4.2.2 Written Expression;
 - 3.4.2.3 Oral Comprehensive and Expression

3.5 Level Requirements

Various languages objectives to obtain is as following:

Level A:

Can understand most speech that deals with concrete and routine topics and is delivered slowly and clearly in standard speech. Can make self be understood in short contributions, even though pauses and false starts are very evident. Can talk about everyday aspects of routine activities and can handle a simple question-and-answer exchange. Has sufficient basic vocabulary and grammatical structures to conduct routine transactions involving familiar situations and topics. Structures and vocabulary borrowed from another language can interfere with the clarity of the message. Pronunciation requires close attention from the listener, but there are no long stretches that are unclear.

Level B:

Can understand the main points of clear standard speech that deals with concrete, work-related topics and is delivered at normal speed. Can give a simple description of a concrete topic, can explain main points comprehensively and can compare and discuss alternatives when complications arise. Can speak with some spontaneity, although pauses for grammatical and lexical planning are evident in longer stretches. Has sufficient vocabulary and a variety of simple structures to handle concrete, non-routine situations and topics and can link a series of simple elements into a connected sequence of factual descriptions.

There may be miscommunication in some areas, but most stretches are clear. Pronunciation is generally clear enough to be understood, despite an evident accent from another language. Listeners will, at times, need to ask for repetition or clarification.

Level C:

Can understand linguistically complex speech that deals with work-related topics and is spoken in standard dialect at normal speed. Can give clear, detailed descriptions of complex topics and can summarize a discussion. Can express and sustain opinions and can respond to complex and hypothetical questions.

Has a fairly natural and even delivery, with occasional hesitations, but most hesitations are for ideas. Has a broad range of vocabulary and structures when talking about complex and abstract topics, with a relatively high degree of control. Makes errors, but these rarely lead to



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misunderstanding. Pronunciation is clear, even if an accent from another language is noticeable. Occasional mispronunciations occur, but they rarely interfere with communication.

Level E:

Completely Bilingual.

4. Tasks

The Contractor and/or Contractor Resource will be responsible for provide the following tasks:

4.1 *Provide Pre-Course Planning, such as:*

- 4.1.1 Meet and conduct placement test in person, telephone or virtually with new candidate(s) prior to their language training to determine the recommended course;
- 4.1.2 Assess criteria for placement test English or French;
- 4.1.3 Determine training objectives;
- 4.1.4 Prepare training plans, for approval by the Project Authority (PA), to meet the Candidates' needs and training objectives;
- 4.1.5 Meet the with the PA to discuss the Candidate's progress and make pedagogical recommendations, as required;
- 4.1.6 Develop a training plan, to consist of learning objectives, and activities to reinforce the training objectives;
- 4.1.7 Prepare and provide plans for group activities and self-directed learning activities, such as, but not limited to, homework, watch movies, read a book or newspaper or act out real life scenarios to meet the various needs;
- 4.1.8 Developing and adapting language training courses, learning materials or programs; and
- 4.1.9 Developing and adapting training manuals and other material to evaluate student progress.

4.2 *Provide Course Delivery for Part-Time and Full-Time Session must include:*

- 4.2.1 Offer individual or group training virtual distance learning sessions;
- 4.2.2 Provide Candidate with an outline of the learning objectives and learning plan on the first day of the session;
- 4.2.3 Provide course material and other required pedagogical tools;
- 4.2.4 Review the skill levels of the Candidates and making necessary adjustment, with the approval of the PA, within two weeks of the beginning of each session;
- 4.2.5 Establish and maintain attendance sheets;
- 4.2.6 Evaluate Candidate's progress and provide Candidate feedback, which should include:
 - 4.2.6.1 Strengths and weaknesses;
 - 4.2.6.2 Specific points that need improvement; and
 - 4.2.6.3 Other relevant observations.
- 4.2.7 Develop a variety activities relevant to the Candidate's;
- 4.2.8 Develop training objectives that use "authentic" documents such as the CER website or newspaper articles;
- 4.2.9 Ensure that correction of errors based on learning objectives and Candidates needs;
- 4.2.10 Administer language knowledge and progress tests at the end of each objective to verify Candidates' knowledge;
- 4.2.11 Evaluate Candidates' progress and provide feedback;
- 4.2.12 Provide a one on one meeting with Candidate to advise on their strengths and weakness and specific points that need approval; and
- 4.2.13 Establish a progress report for each Candidate's language process.



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4.3 Provide post course evaluation and administration for both Full-Time and Part-Time sessions:

- 4.3.1 Administer final language knowledge test with all objectives outlined in the course plan;
- 4.3.2 Provide on completion of the language session to provide the PA a recommendation to stay at the current level for further training or proceed to the next level.
 - 4.3.2.1 Reasoning and justification will be required if the recommendation is to stay at current level;
 - 4.3.2.2 To proceed or not to proceed with the recommendation will be the responsibility of the PA.
- 4.3.3 Present outcomes, recommendations, follow-up plans, attendance reports and Candidate's learning assessments;
- 4.3.4 For Full-Time Session provide a monthly report basis to the PA on training activities to the PA with the following information:
 - 4.3.4.1 Names of Candidates who have received language training activities for that month;
 - 4.3.4.2 Number of hours of language training per Candidate;
 - 4.3.4.3 Number of language training sessions taken per Candidate;
 - 4.3.4.4 Number of language sessions taken by learning method:
 - 4.3.4.4.1 On-line training;
 - 4.3.4.4.2 Private lessons;
 - 4.3.4.4.3 Part-time training; or
 - 4.3.4.4.4 Intensive full-time training.
- 4.3.5 For Part-Time Sessions provide a report to the PA at the end of the session on training activities to the PA with the following information:
 - 4.3.5.1 Names of Candidates who have received language training activities for that month;
 - 4.3.5.2 Number of hours of language training per Candidate;
 - 4.3.5.3 Number of language training sessions taken per Candidate;
 - 4.3.5.4 Number of language sessions taken by learning method:
 - 4.3.5.4.1 On-line training;
 - 4.3.5.4.2 Private lessons;
 - 4.3.5.4.3 Part-time training; or
 - 4.3.5.4.4 Intensive full-time training.

5. Deliverables

- 5.1 All reports and materials must be provide electronically to the PA; Contractors to provide proof for client review and approval electronically, such as email, DVD or zip file; and
- 5.2 Courses through distance learning which is defined as virtual classroom in which real-time classes conduct over the internet using MS Teams, Zoom or via telephone or similar technology;

6 Constraints

- 6.1 Courses will be based on the existing "Programme de français and English langue seconde and Evaluation second language" preparation method from the Canada School of Public Services (CSPS);
- 6.2 The "Program de français langue seconde Niveaux A, B et C (PFL2)" method from the CSPS is designed to attain the A, B and C level of bilingualism in the federal of government;
- 6.3 Training will focus on preparatory sessions for level B or level C testing by the Federal Government;



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- 6.4 Decisions concerning revision or definition of policy or platform, as well as contractual obligations and requirements, are excluded from the Contractor services. The Resource must limit themselves to providing comments and recommendations only to the Project Authority (PA) or designated CER personnel on the issues associated in the Task;
- 6.5 The Contractor and Contractor's Resource(s) providing the services must be independent of direct control by servants of Canada and is not in any respect an employee or servant of Canada;
- 6.6 During the performance of the Contract, the Contractor or Contractor's Resource(s) must not direct any agencies, or any personnel of any third parties with whom Canada has or intends to contract, to perform any action;
- 6.7 CER is a scent-free workplace;
- 6.8 All correspondence, either initiated by the Resource(s) or by any section of CER, must be submitted to the PA. Correspondence is defined as records of conversations or decisions as well any written correspondence in any format;
- 6.9 The Contractor and the Contractor's Resource(s) must ensure that, at all times, they do not use the Government of Canada or the Client Agency designations, logos or insignias on any business cards, cubicle/office signs or written/electronic correspondence that in any manner leads other to perceive the Contractor or the Contractor's Resources as being an employee of Canada; and
- 6.10 Any communication with a Contractor regarding the quality of work performed pursuant to this Contract must be undertaken by official correspondence through the Contract Authority (CA).

7 Responsibility of the Contractor

The Contractor responsibilities are as follows:

- 7.1 Contractor must designate one point of contact for the teachers and/or the Project Authority or his/her representative;
- 7.2 Contractor must ensure that any cancelled sessions must be provided prior to the end of the call-up and if not advise the PA if they are not able;
- 7.3 Contractor will be responsible to ensure that all Resources are providing activities for language training session related to the adult education principles, such as:
 - 7.3.1 For each activity, give instructions and describe the process by specifying:
 - 7.3.1.1 The learners objectives;
 - 7.3.1.2 The duration of the activity;
 - 7.3.1.3 The anticipated outcome; and
 - 7.3.1.4 The materials and tools to be used.
 - 7.3.2 For each activity, indicate the objectives by specifying:
 - 7.3.2.1 The knowledge or know-how the activity is intended to develop, and
 - 7.3.2.2 The link between the objective of the activity and the training objective.
- 7.4 Contractor requires to provide two (2) calendar days notice should a session not be conducted;
- 7.5 Contractor must agree to provide certified language trainers in French or English;
- 7.6 Contractor must ensure the language trainers are available for the entire training session;
- 7.7 For all Human Resources and Disciplinary Action for their Resources for the duration of the Contract;
- 7.8 For the immediate removal of any Resource, upon the request of the PA or CA;
- 7.9 For providing a replacement Resource at the request of the CA, should the any language trainers are not available for a period of five (5) days or more or unable to further provide the Work associated on the call-up;
- 7.10 Any replacement Resource must adhere to the evaluation that original language trainer was



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accepted with; and

- 7.11 To contact the CA, and only the CA, for any contractual issues concerning the Standing Offer and associated Call-Ups.

8. Responsibility of the Resource

The Contractor responsibilities are as follows:

- 8.1 Resource must advise Contractor and CER by email by 7:30 should a session cannot be conducted that day;
- 8.2 Encourage Candidate's to communicate in the language being taught;
- 8.3 Ensure maximize Candidate's speaking time;
- 8.4 Ensure that Candidate's are practicing the related material in communication situations;
- 8.5 Take into account the needs, interests and experience of learners while conducting the activities;
- 8.6 To send in writing to both the Contractor and the PA if they are unavailable to commence work if the Work is required to be conducted; and
- 8.7 Will provide any written reports or documentation electronically to the PA on designated time periods established in each individual call-up.

9. Responsibility of CER

The Contractor responsibilities are as follows:

- 9.1 CER will provide dictionaries and Bescherelles to each Candidate;
- 9.2 CER will provide access to the "Programme de français et d'anglais langue seconde and Evaluation second language" preparation method in the Canada School of Public Service (CSPS);
- 9.3 PA will accept or decline any additional/replacement resources in writing to the Contractor within two (2) days of receiving résumé;
- 9.4 CER will be requesting a language session questionnaire at the end for the each session that has been developed by the CER Language Training Program and the PA will provide a summary of positive and negative of that specific session form the input of the Candidates to the Contractor;
- 9.5 PA will be responsible for notifying the Contract Authority (CA) immediately of any disciplinary issues regarding the Contractor's Resource;
- 9.6 CA will be responsible to immediately notifying by phone and then by follow-up in writing via email the Contractor of any non-urgent disciplinary issues; and
- 9.7 CER will be responsible for the immediate removal of the Contractor's Resource should there be an issue with safety to CER Employees and/or CER Resources and/or property. CA will immediately notify by phone and follow-up in writing via email to the Contractor for the reason(s) and circumstance(s) of the immediate removal of the Contractor's Resource.

10. Location and Hours of Operation

10.1 Each call-up will identify the location and the specific time zone and core hours of the region where training is required.

10.2 Core hours for all time zones will be between 9 am and 3 pm.

11. Travel

There is no travel associated with this Statement of Work.



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ANNEX "B"
BASIS OF PAYMENT

Initial Contract Period (December XX, 2021 to December 31, 2022)

Description	Firm Hourly Rate
Virtual French Training Full-Time	\$XX.XX
Virtual French Training Part-Time	\$XX.XX
Virtual English Training Full-Time	\$XX.XX
Virtual English Training Part-Time	\$XX.XX

Option Period 1 – (December XX, 2022 to December 31, 2023)

Description	Firm Hourly Rate
Virtual French Training Full-Time	\$XX.XX
Virtual French Training Part-Time	\$XX.XX
Virtual English Training Full-Time	\$XX.XX
Virtual English Training Part-Time	\$XX.XX

Option Period 2 – (December XX, 2023 to December 31, 2024)

Description	Firm Hourly Rate
Virtual French Training Full-Time	\$XX.XX
Virtual French Training Part-Time	\$XX.XX
Virtual English Training Full-Time	\$XX.XX
Virtual English Training Part-Time	\$XX.XX

Option Period 3 – (December XX, 2024 to December 31, 2025)

Description	Firm Hourly Rate
Virtual French Training Full-Time	\$XX.XX
Virtual French Training Part-Time	\$XX.XX



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Virtual English Training Full-Time	\$XX.XX
Virtual English Training Part-Time	\$XX.XX

Option 4 – (December XX, 2025 to December 31, 2026)

Description	Firm Hourly Rate
Virtual French Training Full-Time	\$XX.XX
Virtual French Training Part-Time	\$XX.XX
Virtual English Training Full-Time	\$XX.XX
Virtual English Training Part-Time	\$XX.XX



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ANNEX "C"
942 Call-Up Against the Standing Offer

Clear Data - Effacer l'information

Public Works and Government Services Canada / Travaux publics et Services gouvernementaux Canada		Call-up Against a Standing Offer Commande subséquente à une offre à commandes			
Ship to - Expédier à Canada Energy Regulator 210-517 Tenth Avenue SW Calgary, Alberta		Consignee Code / Code destinataire 84084 Postal Code / Code postal T2R 0A8			
Supplier - Fournisseur		To the supplier: The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer. Au fournisseur: L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes: Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes. Security: The call-up includes security provisions. Sécurité: La demande comprend des exigences en matière de sécurité.			
<input type="checkbox"/> The detailed instructions in the standing offer / Les instructions détaillées dans l'offre à commandes		<input checked="" type="checkbox"/> The address shown in the "Ship to" block / L'adresse indiquée dans la case « Expédier à »			
<input type="checkbox"/> Special instructions below / Les instructions particulières ci-dessous		<input type="checkbox"/> NO / NON <input type="checkbox"/> YES / OUI If YES, attach a SRCL to the call-up / Si OUI, joindre une LVERS à la demande			
Invoices must be sent in accordance with - Les factures doivent être envoyées selon :		Financial Code(s) - Code financier(s) P10-2D09-97-0401-E			
Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers. Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.		Standing Offer No. - N° de l'offre à commandes Order. Off. - Bur. dem. YY - AA Serial No. - N° de série 84084			
Client Reference No. (optional) / N° de référence du client (facultatif) P10-2D09-97-0401-E		The representative of the Identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement. Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.			
Amendment No. / N° de modification		Previous Value (\$) / Valeur précédente (\$)			
Value of increase or decrease (\$) / Valeur de l'augmentation ou diminution (\$)		Total estimated expenditures or revised / Total des dépenses estimatives ou révisées			
Item No. / N° de l'article	NATO Stock No. / Item Description / N° de nomenclature de l'OTAN / Description de l'article	U. of I. / U. de d.	Quantity / Quantité	Unit Price / Prix unitaire (\$)	Extended Price / Prix calculé (\$)
01		HR			
Special Instructions - Instructions particulières					Total
For further information, call - Pour renseignements supplémentaires, contacter Name - Nom Telephone No. - N° de téléphone			Delivery required by - Livraison requise le (YYYY-MM-DD) (AAAA-MM-JJ)		
For internal purposes only - Pour usage interne seulement Pursuant to subsection 32(1) of the Financial Administration Act, funds are available. / En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.			Approved for the Minister - Approuvé pour le Ministre		
Signature (Mandatory - Obligatoire)		Date (YYYY-MM-DD - AAAA-MM-JJ)		Signature (Mandatory - Obligatoire)	
				Date (YYYY-MM-DD - AAAA-MM-JJ)	





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ANNEX “D” BID EVALUATION CRITERIA

The Mandatory Criteria listed in Annex “D” will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria may be excluded from further considerations. The technical proposal should address each of the criteria in the order in which they appear.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

Criterion ID	Mandatory Criteria	Required Information
French and English Virtual Language Services		
M1	Bidders' firm must have a minimum of five (5) years' experience in providing Adult French and English Language Training.	Corporate information identifying <ul style="list-style-type: none"> How long the firm has been providing language training;
M2	Bidder's must have a minimum of two (2) Proposed Resource(s) to provide Adult French Virtual Training.	All Proposed Resources résumé, must identify Resources teaching history in providing French Language Training.
M3	Bidder's must have a minimum of one (1) Proposed Resource(s) to provide Adult English Virtual Training.	Proposed Resources résumé, showing teaching history in providing English Language Training.
M4	Bidder's must provide Proposed Resource(s) with a minimum of 660 hours within the last three (3) years of providing Adult French Language Training.	All Proposed Resources résumé, showing teaching history in providing French Language Training.
M5	Bidder's must provide Proposed Resource(s) with a minimum of 660 hours within the last three (3) years of providing Adult English language training.	All Proposed Resources résumé, showing teaching history in providing English Language Training.



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Criterion ID	Mandatory Criteria	Required Information
M6	Bidder's must provide one (1) reference of a Proposed Resource Federal Client who was successful of obtaining a Federal Language Level of CCC or E in French.	1) Name of Reference 2) Government email address. Note: the reference must be a current Federal Employee.
M7	Bidder's must provide one (1) reference of a Proposed Resource Federal Client who was successful of obtaining a Federal Language Level of BBB in French.	1) Name of Reference 2) Government email address. Note: the reference must be a current Federal Employee.
M8	Bidder's must provide Résumé for all Proposed Resource(s).	All Proposed Resources Résumé

POINT RATED TECHNICAL CRITERIA

The criteria contained herein will be used by CER to evaluate each proposal that has met all of the mandatory criteria. Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. CER's assessment will be based solely on the information contained within the proposal. CER may confirm information or seek clarification from bidders.

Only those proposals which are responsive (compliant) with all of the mandatory criteria and then achieve (or exceed) the stated minimum points required for the point rated technical criteria section will be further considered for award of a contract. Proposals not meeting the minimum points required will be deemed non-responsive.

Point Rated Technical Criteria (RT)			
#	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting (Points)
Language Training Resources			
R1.1	Bidder's should demonstrate that firm has a minimum of five (5) years' experience in providing Adult French and English language training to the Federal, Provincial, Municipal or Large	Possible Evaluation Information: 1) Name of organization services were provided to; 2) Number of hours provided	Allocated Points: Less than five (5) years' experience – 0 points



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	Corporation (more than 1000 employees).	<p>for each contract;</p> <p>3) Number of Resources provided;</p> <p>4) Number of Candidates for each contract;</p> <p>5) Federal Government Levels provided training for;</p> <p>6) Success rate of obtaining Federal Levels for each contract;</p>	<p>Five (5) years' experience – 5 points</p> <p>Six (6) to ten (10) years' experience – 10 points</p> <p>More than 10 years' experience – 15 points.</p> <p>Maximum obtainable allocated points – 15 points</p>
R1.2	Bidder's should demonstrate that all Proposed Resource(s) has a minimum of three (3) years' experience providing Adult French language training to the Federal, Provincial, Municipal or Large Corporation (more than 1000 employees)	<p>Possible Evaluation Information:</p> <p>1) Name of organization services were provided to;</p> <p>2) Number of hours taught;</p> <p>3) Federal Government Levels provided training for;</p> <p>4) Success rate of obtaining Federal Levels for each contract;</p>	<p>Allocated Points:</p> <p>Less than three (3) years' experience – 0 points</p> <p>Three (3) years' experience – 5 points</p> <p>Four (4) years' experience – 10 points</p> <p>Five (5) years' experience – 15 points</p> <p>Six (6) years' experience – 20 points</p> <p>More than six (6) years' experience – 25 points.</p> <p>Maximum obtainable allocated points – 25 points</p>
R1.3	Bidder's should demonstrate that all Proposed Resource(s) has a minimum of three (3) years' experience providing Adult English language training to the Federal, Provincial, Municipal or Large Corporation (more than 1000 employees)	<p>Possible Evaluation Information:</p> <p>1) Name of organization services were provided to;</p> <p>2) Number of hours taught;</p> <p>3) Federal Government Levels provided training for;</p> <p>4) Success rate of obtaining Federal Levels for each contract;</p>	<p>Allocated Points:</p> <p>Less than three (3) years' experience – 0 points</p> <p>Three (3) years' experience – 10 points</p>



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			<p>experience – 5 points</p> <p>Four (4) years' experience – 10 points</p> <p>Five (5) years' experience – 15 points</p> <p>Six (6) years' experience – 20 points</p> <p>More than six (6) years' experience – 25 points.</p> <p>Maximum obtainable allocated points – 25 points</p>
R1.4	Bidder's should demonstrate that Proposed Resource(s) has a minimum of 100 hours in providing Adult French Language Training up to the Federal Government A Level.	<p>Possible Evaluation Information;</p> <ol style="list-style-type: none"> 1) Name of each Proposed Resource(s); 2) Number of Hours of Training provided by each Proposed Resource(s); 3) Number of candidates provided instruction to; 4) How each Proposed Resource(s) provides instruction; (online or classroom) 	<p>Allocated Points:</p> <p>Less than 100 hours of instruction – 0 points</p> <p>101 to 199 hours of instruction – 5 points</p> <p>200 to 299 hours of instruction – 10 points</p> <p>300 to 399 hours of instruction – 15 points</p> <p>400 to 499 hours of instruction – 20 points</p> <p>500 hours or more of instruction – 25 points</p> <p>Maximum obtainable allocated points – 25 points</p>
R1.5	Bidder's should demonstrate that Proposed Resource(s) has a minimum of 100 hours in Providing Adult English Language Training up to the Federal Government A Level.	<p>Possible Evaluation Information;</p> <ol style="list-style-type: none"> 1) Name of each Proposed Resource(s); 2) Number of Hours of Training provided by each Proposed Resource(s); 3) Number of candidates provided instruction to; 	<p>Allocated Points:</p> <p>Less than 100 hours of instruction – 0 points</p> <p>101 to 199 hours of instruction – 5 points</p> <p>200 to 299 hours of instruction – 10 points</p>



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		How each Proposed Resource(s) provides instruction; (online or classroom)	<p>300 to 399 hours of instruction – 15 points</p> <p>400 to 499 hours of instruction – 20 points</p> <p>500 hours or more of instruction – 25 points</p> <p>Maximum obtainable allocated points – 25 points</p>
R1.6	Bidder's should demonstrate that Proposed Resource(s) has a minimum of 100 hours in Providing Adult French Language Training up to the Federal Government B Level.	<p>Possible Evaluation Information;</p> <ol style="list-style-type: none"> 1) Name of each Proposed Resource(s); 2) Number of Hours of Training provided by each Proposed Resource(s); 3) Number of candidates provided instruction to; <p>How each Proposed Resource(s) provides instruction; (online or classroom)</p>	<p>Allocated Points:</p> <p>Less than 100 hours of instruction – 0 points</p> <p>101 to 199 hours of instruction – 5 points</p> <p>200 to 299 hours of instruction – 10 points</p> <p>300 to 399 hours of instruction – 15 points</p> <p>400 to 499 hours of instruction – 20 points</p> <p>500 hours or more of instruction – 25 points</p> <p>Maximum obtainable allocated points – 25 points</p>
R1.7	Bidder's should demonstrate that Proposed Resource(s) has a minimum of 100 hours in Providing Adult English Language Training up to the Federal Government B Level.	<p>Possible Evaluation Information;</p> <ol style="list-style-type: none"> 1) Name of each Proposed Resource(s); 2) Number of Hours of Training provided by each Proposed Resource(s); 3) Number of candidates provided instruction to; <p>How each Proposed Resource(s) provides instruction; (online or classroom)</p>	<p>Allocated Points:</p> <p>Less than 100 hours of instruction – 0 points</p> <p>101 to 199 hours of instruction – 5 points</p> <p>200 to 299 hours of instruction – 10 points</p> <p>300 to 399 hours of instruction – 15 points</p> <p>400 to 499 hours of instruction – 20 points</p>



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			<p>instruction – 20 points</p> <p>500 hours or more of instruction – 25 points</p> <p>Maximum obtainable allocated points – 25 points</p>
R1.8	<p>Bidder's should demonstrate that Proposed Resource(s) has a minimum of 100 hours in Providing Adult French Language Training up to the Federal Government C Level.</p>	<p>Possible Evaluation Information;</p> <ol style="list-style-type: none"> 1) Name of each Proposed Resource(s); 2) Number of Hours of Training provided by each Proposed Resource(s); 3) Number of candidates provided instruction to; <p>How each Proposed Resource(s) provides instruction; (online or classroom)</p>	<p>Allocated Points:</p> <p>Less than 100 hours of instruction – 0 points</p> <p>101 to 199 hours of instruction – 5 points</p> <p>200 to 299 hours of instruction – 10 points</p> <p>300 to 399 hours of instruction – 15 points</p> <p>400 to 499 hours of instruction – 20 points</p> <p>500 hours or more of instruction – 25 points</p> <p>Maximum obtainable allocated points – 25 points</p>
R1.9	<p>Bidder's should demonstrate that Proposed Resource(s) has a minimum of 100 hours in Providing Adult English Language Training up to the Federal Government C Level.</p>	<p>Possible Evaluation Information;</p> <ol style="list-style-type: none"> 1) Name of each Proposed Resource(s); 2) Number of Hours of Training provided by each Proposed Resource(s); 3) Number of candidates provided instruction to; <p>How each Proposed Resource(s) provides instruction; (online or classroom)</p>	<p>Allocated Points:</p> <p>Less than 100 hours of instruction – 0 points</p> <p>101 to 199 hours of instruction – 5 points</p> <p>200 to 299 hours of instruction – 10 points</p> <p>300 to 399 hours of instruction – 15 points</p> <p>400 to 499 hours of instruction – 20 points</p> <p>500 hours or more of instruction – 25 points</p>



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			Maximum obtainable allocated points – 25 points
R1.10	<p>Bidder's should provide documentation showing that all Proposed Resources have one or/both of the following:</p> <p>A degree from a Recognized Canadian University if the field of Linguistics;</p> <p>A degree from Recognized Canadian University in a field related to Linguistics;</p> <p>A degree from a Recognizes International University where the main language is French. (Note: a list of recognized organization can be found on the <u>Canadian Information Centre for International Credentials</u> website.); or</p> <p>TESL Canada Professional Certification</p>	<p>Possible Evaluation Information:</p> <ol style="list-style-type: none"> 1) Name of post-secondary institute; 2) Discipline Field; 3) If Certification, when was it obtained; 	<p>Allocated Points:</p> <p>Canadian University Degree in the Field of Linguistics – 20 points</p> <p>Recognized International University Degree in the Field of Linguistics – 20 points</p> <p>Canadian University Degree in Other fields related to linguistics – 15 points;</p> <p>Recognized International University Degree in Other fields related to linguistics – 10 points</p> <p>TESL Canada Professional Certification – 5 points</p> <p>Maximum obtainable allocated points – 25 points. (<u>Any degree in Field of Linguistics plus TESL certification</u>)</p>
		Overall Total Allocated Points	240 points
		Overall Minimum Points	144 points



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ANNEX “E” PRICE PROPOSAL

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid or each of the periods specified below its quoted all-inclusive fixed hourly rate (in Can \$) for each of the resource categories identified.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada’s future usage of the services described in the bid solicitation will be consistent with this data.

The Canada Energy Regulator will conduct financial evaluation against only technically compliant responsive bids proposing a per diem rate that falls between the Median minus 20% and the Median plus 20% for each category.

If a firm per hour rate for any given resource category is either lower than the established lower median band limit or higher than the established upper median band limit for that resource category, the bid will be declared non-compliant and will be given no further consideration.

Establish the lower and upper median bands for the resource category.

For the resource category, the contracting Authority will establish, the median band limits based on the firm per hour rates proposed by the technically responsive bids. The median will be calculated using the median function in Microsoft Excel (i.e. when the total number of responses is odd, the median is calculated as the middle number in the group when sorted by rate; when the total number of responses is even, the median is calculated as the average of the two numbers in the middle).

Name of Firm: _____

Address: _____

Contact Person: _____

Phone number: (____) _____ - _____ Email: _____@_____

Initial Contract Period (December XX, 2021 to December 31, 2022)

Description	Firm Hourly Rate
Virtual French Training Full-Time	\$XX.XX
Virtual French Training Part-Time	\$XX.XX
Virtual English Training Full-Time	\$XX.XX
Virtual English Training Part-Time	\$XX.XX



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Option Period 1 – (December XX, 2022 to December 31, 2023)

Description	Firm Hourly Rate
Virtual French Training Full-Time	\$XX.XX
Virtual French Training Part-Time	\$XX.XX
Virtual English Training Full-Time	\$XX.XX
Virtual English Training Part-Time	\$XX.XX

Option Period 2 – (December XX, 2023 to December 31, 2024)

Description	Firm Hourly Rate
Virtual French Training Full-Time	\$XX.XX
Virtual French Training Part-Time	\$XX.XX
Virtual English Training Full-Time	\$XX.XX
Virtual English Training Part-Time	\$XX.XX

Option Period 3 – (December XX, 2024 to December 31, 2025)

Description	Firm Hourly Rate
Virtual French Training Full-Time	\$XX.XX
Virtual French Training Part-Time	\$XX.XX
Virtual English Training Full-Time	\$XX.XX
Virtual English Training Part-Time	\$XX.XX

Option Period 4 – (December XX, 2025 to December 31, 2026)

Description	Firm Hourly Rate
Virtual French Training Full-Time	\$XX.XX
Virtual French Training Part-Time	\$XX.XX
Virtual English Training Full-Time	\$XX.XX
Virtual English Training Part-Time	\$XX.XX

Signature: _____

Date: _____

Name & Position: _____

(Please print)



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ANNEX "F" "to PART 5 OF THE REQUEST FOR STANDING OFFERS

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Offeror certifies having no work force in Canada.
- A2. The Offeror certifies being a public sector employer.
- A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- A5.1 The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

OR

- B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)