



RETURN BIDS TO:

Foreign Affairs, Trade and Development
Canada
125 Sussex Dr.
Ottawa, Ontario
K1A 0G2

Attention: Tayisa Petryshyn

REQUEST FOR PROPOSALS (RFP)

**Proposal to: Foreign Affairs, Trade and
Development Canada**

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

TITLE Part Time Group Second Language Training	
SOLICITATION NO. 14-74660	DATE July 26, 2013
SOLICITATION CLOSES On Wednesday, September 4, 2013 at 14:00 hours Eastern Standard Time.	
ADDRESS ENQUIRIES TO: TAYISA PETRYSHYN	
TELEPHONE: 613-944-7004	EMAIL: TAYISA.PETRYSHYN@INTERNATIONAL.GC.CA
DESTINATION OF SERVICES 125 Sussex Dr. Ottawa, Ontario K1A 0G2	
VENDOR/FIRM NAME AND ADDRESS Telephone No.: Facsimile No.:	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF THE VENDOR	
_____	_____
Signature	Date
Corporate Seal	

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

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Department of Foreign Affairs, Trade and Development (DFATD)

PART 1 – INTRODUCTION

1. Purpose of this Request for Proposal (RFP)

The purpose of this RFP is to select a supplier to enter into a contract with DFATD, to provide part time group French and English second language training, as described in the Statement of Work - Appendix "A" attached herein.

2. Proposed Period of Contract

The period of the Contract is from date of award for a period of one (1) year.

2.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) additional periods of one year each 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 thirty (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.

3. Security Requirements

Upon bid submission, the following security requirements must be met:

3.1 The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC.

3.2 The Contractor MUST NOT remove any information from the identified work sites and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

3.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

3.4 The Contractor must comply with the provisions of the:

1. *Industrial Security Manual* (Latest Edition).

4. Work Location

The services provided by the Contractor shall be performed at 125 Sussex Dr. in Ottawa, Ontario on DFATD's premises.

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PART 2 - CONDITIONS, INSTRUCTIONS AND INFORMATION

1. Terminology

For your proposal to be considered responsive, you must comply with all the requirements of this Request for Proposal (RFP) identified as mandatory. **Mandatory criteria are also expressed by using imperative verbs such as “shall”, “must” and “will” irrespective of where they appear in the RFP.**

2. Enquiries - Solicitation Stage

2.1 All enquiries or issues concerning this procurement must be submitted in writing to the Contracting Authority named below as early as possible within the bidding period. Enquiries and issues must be received by the Contracting Authority no later than five (5) calendar days prior to the bid closing date specified herein to allow sufficient time to provide a response. Enquiries received after that time may not be able to be answered prior to the bid closing date.

2.2 To ensure consistency and quality of information provided to bidders, the Contracting Authority will provide, simultaneously to all companies to which this solicitation has been sent, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

2.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed **ONLY** to the Contracting Authority named below. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of your bid.

2.4 Contracting Authority:

Tayisa Petryshyn
Contracting Specialist
Department of Foreign Affairs, Trade and Development Canada

E-mail: Tayisa.Petryshyn@international.gc.ca

Telephone: (613) 944-7004

3. Bidder Improvement to the Requirement during Bid Period

3.1 Should the Bidder consider that the specifications or Statement of Work contained in this Request for Proposal (RFP) can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Contracting Authority named herein. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are received by the Contracting Authority no later than 8 calendar days prior to bid closing date specified herein. Canada reserves the right to accept or reject any or all suggestions.

4. Proposal (bid) Preparation Cost

The costs, including travel incurred by the Bidder in the preparation of its proposal and/or the negotiation (if applicable) of any resulting contract **will not** be reimbursed by DFATD.

5. Proposal (Bid) Delivery

5.1 Proposals (bids) are to be sent **ONLY** to the address stipulated on page 1.

5.2 Bidders should ensure that the RFP Number is clearly marked on their envelopes or parcels. Proposal closing date and time should also be indicated on bid envelopes or parcels.

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- 5.3 Proposals (bids) and/or amendments thereto, will only be accepted by DFATD if they are received at the address indicated above, on or before the closing date and time specified herein.
- 5.4 **Responsibility for proposal (bid) delivery:** The Bidder has sole responsibility for the timely receipt of a proposal (bid) by DFATD and cannot transfer this responsibility to the Government of Canada. DFATD will not assume responsibility for proposals (bids) that are directed to a location other than the one stipulated in paragraph 5.1 above.
- 5.5 **Delayed Proposals (bids):** A proposal (bid) received after the closing date and time, but before the contract award date may be considered, provided the delay can be proven by the Bidder to have been due solely to a delay in delivery that can be attributed to incorrect handling by DFATD, after the proposal (bid) has been received at the location stipulated in paragraph 5.1 above.
- 5.6 **Late Proposals (bids):** It is DFATD's policy to return unopened bids received after the stipulated bid closing date and time, unless they qualify under the provisions of the Delayed Proposals clause stipulated in paragraph 5.5 above.
- 6. Proposal (bid) Closing Date and Time:**
In order for the proposal (bid) to be given consideration, the Bidder's proposal (bid) must be received at the address and by the date and time stipulated on page 1 of this RFP.
- 7. Validity of Proposal (bid)**
Any proposal (bid) must remain open for acceptance for a period of not less than ninety (90) days after the closing date of the RFP.
- 8. Rights of Canada**
Canada reserves the right:
- a. during the evaluation, to submit questions or conduct interviews with Bidders, at Bidder cost, upon forty eight (48) hours' notice, to seek clarification or verify any or all information provided by the bidder with respect to this RFP;
 - b. to reject any or all proposals received in response to this RFP;
 - c. to enter into negotiations with one or more bidders on any or all aspects of its proposal;
 - d. to accept any proposal in whole or in part without prior negotiation;
 - e. to cancel and/or re-issue this RFP at any time;
 - f. to award one or more contracts, if applicable;
 - g. to retain all proposals submitted in response to this RFP;
 - h. not to accept any deviations from the stated terms and conditions;
 - i. to incorporate all, or any portion of the Statement of Work, Request for Proposal and the successful proposal in any resulting contract; and
 - j. not to contract at all.
- 9. Incapacity to Contract with Government**
- 9.1 Canada may reject a bid where the Contractor, including the contractor's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:
- a. Section 121, Frauds upon the Government;
 - b. Section 124, Selling or Purchasing Office;
 - c. Section 418, Selling Defective Stores to her majesty;
- 9.2 Subsection 750 (3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.
- 10. Incurring of Cost**
No costs incurred before receipt of a signed contract or specified written authorization from the Contracting Officer can be charged to any resulting contract. In addition, the Contractor is not to

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perform work in excess of or outside the scope of any resulting Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer. Your attention is drawn to the fact that the Contracting Officer is the only authority which can commit the Government to the expenditure of the funds for this requirement.

11. Qualifying Joint Venture Bids

A joint venture, regardless of how it has chosen to structure itself, can only be qualified as an eligible bidder if it is a financially viable legal entity. In joint ventures proposals, only one of the parties must function as the prime contractor and assume full responsibility for the execution of the contract. As such, bidders must identify in their bid who the prime contractor will be.

12. Definition of Bidder

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

13. Price Justification

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- (a) a current published price list indicating the percentage discount available to Canada; or
- (b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- (c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- (d) price or rate certifications; or
- (e) any other supporting documentation as requested by Canada.

14. Dispute Resolution

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

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PART 3 - PRESENTATION OF PROPOSALS

1. Submission of Proposals (bids)

PROPOSALS (BIDS) SUBMITTED BY FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS WILL NOT BE ACCEPTED.

- 1.1 Electronic transmission of your proposal (bids) by such means as facsimile or email is not considered to be practical and therefore will not be accepted.
- 1.2 When responding, the proposal (bids) **MUST** be delivered to the location and by the time and date stipulated herein.
- 1.3 Proposals (bids) received in response to this RFP will not be returned.
- 1.4 Proposals (bids) submitted in response to this RFP will not be returned with the exception of bids received after the specified date and time stipulated herein which shall be returned unopened to the Bidder and given no further consideration.

2. Format and Content of Proposals (Bids)

- 2.1 Proposals (bids) should be organized in an identical fashion to, and reference the same paragraph numbers as this RFP. Additional subsections may be used as appropriate.
- 2.2 **Canada requires that each bid submission include the first page of this RFP signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with Part 2, Section 11 Qualifying Joint Venture Bids. The Bidder's signature indicates acceptance of the terms and conditions set out herein. The signatory must have authority to commit the organization by making such a proposal. If the Bidder fails to submit this signed first page of the RFP with their bid then the Bidder shall be disqualified from the bidding process and be declared non-compliant.**
- 2.3 The proposal (bid) should be structured in separately sealed and bound sections as follows:

Part A: Technical Proposal, three (3) hardcopies.
Part B: Financial Proposal, one (1) hardcopy.
Part C: Certifications, one (1) hardcopy.

Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.

- 2.4 Your proposal (bid) should be concise and should address, but not necessarily be limited to the points that are subjected to the mandatory requirements and evaluation criteria identified herein, against which the proposal will be evaluated.

It is strongly recommended that bidders ensure each of the requirements is addressed in sufficient depth to ensure a fair and complete evaluation of the proposal.

- 2.5 Only those proposals which fulfill all Mandatory requirements identified in this RFP will be further evaluated based upon the scoring system listed in Appendix "B".
- 2.6 Bidders are advised that only listing experience without providing any supporting information data such as: references, credentials, curriculum vitae, number of projects completed and in progress, the period of the work performed in number of months and years in past and present employment,

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and when, where and how such experience was obtained; will not be considered to be “demonstrated” for the purpose of this evaluation.

- 2.7 Proposals must be submitted in either of Canada’s official languages (English or French). Any translations fees required to meet this criterion will be borne by the bidder.

3. Certifications

- 3.1 The certifications in Appendix “D” – Certifications, should be completed, signed and submitted with your proposal (bid). A contract will not be awarded until all certifications have been signed by the Bidder and received by the Crown. If the Bidder fails to provide the certifications when requested to do so by the Contracting Authority, then the Bidder shall be disqualified from the bidding process and be declared non-compliant.
- 3.2 Compliance to the Certifications the Bidder has provided Canada is subject to discretionary audit. In the event that it is determined that any certification made by the Bidder is untrue, whether made knowingly or unknowingly, any contract entered into may be determined to be in default and the Minister shall be entitled, pursuant to the provisions of the contract, to terminate for default.

4. Financial Proposal

- 4.1 Prices must appear in the financial proposal ONLY. Failure to comply will result in your proposal being declared non-compliant and rejected from further consideration. Financial proposals will only be opened after the evaluation of the technical proposal is completed.
- 4.2 Bidders must submit their financial bid in accordance with Appendix “C” – Financial Proposal.
- 4.3 The price of the bid will be evaluated in Canadian dollars (CDN), GST/HST excluded, FOB destination, customs duties and excise taxes included.

5. Basis of Selection – Lowest Compliant Bid

To be declared responsive, a bid must:

- a) Comply with all the requirements of the bid solicitation;
- b) Meet all mandatory technical evaluation criteria.

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

6. Bidder Financial Capability

- 6.1 The Bidder(s) may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their capability to satisfy the requirements as stipulated in this RFP. If requested, financial information to be provided shall include, but not limited to, the Bidder’s most recent audited financial statements or financial statements certified by the Bidder’s chief financial officer. Information requested by Department of Foreign Affairs (DFATD) is to be provided by the Bidder(s) as soon as reasonably possible.
- 6.2 Should the Bidder provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as provided in the Access to Information Act.

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- 6.3 In the event that a proposal is found to be non- responsive on the basis that the Bidder(s) is (are) considered NOT to be financially capable of performing the subject requirements, official notification shall be provided to the Bidder(s) by DFATD.

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PART 4 - GENERAL PROVISIONS OF RESULTING CONTRACT

The Government of Canada is committed to publicly disclose all contracts entered into it for amounts over \$10,000, with only very limited exceptions such as national security. These requirements cover the procurement contracts for goods and services. It will be a term of any resulting contract pursuant to this RFP that information contained in it in relation to the following data elements - vendor name, reference number, contract date, description of work, contract period or delivery date, contract value - will be gathered, and posted on the departmental Intranet site

http://www.international.gc.ca/about-a_propos/proactive_disclosure-divulgation_proactive.aspx?menu_id=49&menu=L

Information that would normally be withheld under the Access to Information Act and Privacy Act will not appear on that website. This "public disclosure" is intended to ensure that contract information is collected and presented consistently across government and in a manner that promotes transparency and facilitates public access.

In the event of inconsistencies between the wording of Parts 1 to 4 of the Request for Proposal and the appendices attached thereto, the wording of Parts 1 to 4 of the Request for Proposal shall prevail.

The following terms and conditions will form part of any resulting contract:

1. General Conditions

General Conditions - Higher Complexity - Services 2035 (2013/06/27) shall form part of this solicitation document and any resulting Contract. They can be viewed at the following website address:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/11>

All reference to the Minister of Public Works and Government Services Canada should be deleted and replaced with the Minister of Foreign Affairs. Also, all references to the Department of Public Works and Government Services Canada should be deleted and replaced with the Department of Foreign Affairs, Trade and Development Canada.

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Appendix "A".

3. Security Requirement

Refer to Part 1, Clause 3 of this solicitation

4. Term of Contract

4.1 Period of Contract

The period of the Contract is from [to be completed by DFATD at contract award] for a period of one year.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) additional periods of one year each 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.

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Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (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.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Tayisa Petryshyn

Contracting Specialist

Foreign Affairs and International Trade Canada – SPP Division

125 Sussex Dr., Ottawa, Ontario, K1A 0G2

Telephone: (613) 944-7004

E-mail address: Tayisa.Petryshyn@international.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority [to be completed by DFATD at contract award]

The Project Authority for the Contract is:

Name:

Branch

Address

Telephone:

Fax:

E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative [to be completed by DFATD at contract award]

Name:

Title:

Telephone:

Fax:

E-mail:

6. Payment

6.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Appendix B, to the limitation of expenditure specified. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax or Value Added Tax is extra, if applicable.

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6.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract inclusive of any revisions, must not exceed the sum of CDN _____ [to be completed by DFATD at contract award]. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax or Value Added Tax is extra, if applicable.

No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Goods and Services Tax/Harmonized Sales Tax (GST/HST), VAT or other Legal Taxes

All prices and amounts of money in the Contract are exclusive of GST, HST, VAT or other legal taxes as applicable, unless otherwise indicated. The Goods and Services Tax (GST) or Harmonized Sales Tax (HST), Value Added Tax (VAT) or other legal taxes, whichever is applicable, is extra to the price herein and will be paid by Canada.

The estimated GST, HST, VAT or other legal taxes is included in the total estimated cost. GST, HST, VAT or other legal taxes to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate line item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST, HST, VAT or other legal taxes does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to the appropriate Government Agency any amounts of GST, HST, VAT or other legal taxes paid or due.

7. Invoicing Instructions

The Contractor must submit invoices in accordance with the agreed schedule of payments, on its own form and indicate:

- a. the total amount to be paid, according to the basis payment, including a description of services and the fixed hourly rate (Note: taxes are to be kept separate);
- b. date;
- c. the name and address of the recipient;
- d. the description;
- e. contract number or reference

Invoices must be distributed as follows: The original and one (1) copy of each invoice together with supporting documents shall be forwarded to the Project Authority for certification and payment.

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8. SACC Manual Clauses

The following SACC Manual clauses are hereby included by reference within the contract and can be found at the following website address: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

Reference #	Date	Title
A9117C	2007-11-30	T1204 - Direct Request by Customer Department
A9068C	2010-01-11	Government Site Regulations
C0710C	2007-11-30	Time and Contract Price Verification

9. Personnel

- 9.1 DFATD reserves the right to conduct periodic background checks on personnel employed or subcontracted by the contractor.
- 9.2 DFATD reserves the right, in its sole discretion, to decide that personnel employed or subcontracted by the contractor are unsuitable. In such circumstances, the contractor shall ensure that personnel are removed from property and replaced with personnel suitable to DFATD.

10. Applicable Laws

This contract shall be governed by and construed in accordance with the laws in force in Ontario; provided, however, that the Contractor shall be bound to comply with all local laws, statutes, regulations pertaining to or otherwise affecting his/her performance at the work site.

11. Government Smoking Policy

Where the performance of work requires the presence of the Contractor's personnel on government premises, the Contractor shall ensure that its personnel shall comply with the policy of the Government of Canada which prohibits smoking on any government premises.

12. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

13. Anti-terrorism Clause

The Contractor shall not use the funds for the purpose of any payment to persons or entities, or for the supply of goods, if such payment or supply to the Contractor's knowledge or belief, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or is made, directly or indirectly, to finance, support, facilitate or benefit a terrorist or a terrorist group listed under the Canadian *Criminal Code*, the *United Nations Al-Qaida and Taliban Regulations* or the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism*.

If the Contractor breaches paragraph above, DFATD shall terminate this Contract immediately without notice or any further obligation to the Contractor. The Contractor shall immediately refund to the Receiver General of Canada *via* DFATD all unspent funds provided under this Contract.

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14. Suitability of Services

- 14.1 All services rendered may be reviewed within a reasonable time from commencement of the Contract on the basis of quality and adherence to the Project Authority's schedule and standards. Personnel assigned must be capable of performing the Contract at a level of competence deemed acceptable by the Project Authority.
- 14.2 Should personnel be found unsuitable to perform the services, and upon written advice from the Contracting Authority, the Contractor must implement suitable corrective action within five (5) working days after the written notice is received from the Contracting Authority. The proposed replacement must achieve a total weighted candidate score equal or superior to the consultant being replaced. Any cost associated with such replacement will be to the Contractor's own account.

15. Personnel Qualification and Backup

- 15.1 The Contractor must supply back-up personnel so that in the event of illness or accident of any cause which renders a specific individual unavailable, the individual taskings/responsibilities will be covered within four hours from the time notification is given to the OLTC.
- 15.2 The Contractor undertakes to supply competent back-up staff so that in the event of any cause which renders the personnel unavailable to the assignment for which service was requested, such occurrence does not extend the completion date specified in this Contract unless such extension has been accepted by the Project Authority and incorporated into the Contract in the form of an amendment to the Contract approved by the Contracting Authority.
- 15.3 The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to the satisfaction of the Project Authority. The Contractor representative will meet with the Project Authority as required to discuss the performance of its consultants and to resolve any issues at hand.
- 15.4 All services rendered are subject to evaluation within a reasonable time from commencement on the basis of quality and adherence to the Project Authority's schedule and standards. The Contractor personnel must be capable of performing assignments at a level of competence acceptable by the Project Authority. Should personnel be unsuitable, and upon written notice from the Contracting Authority, the Contractor must provide an immediate replacement(s) or the services may be terminated at no penalty to Canada.
- 15.5 If it is necessary to entirely replace personnel, the Contractor must give at least ten (10) working days notice to in writing to the Contracting Authority, but thirty (30) days would be preferable. The replacement must possess qualifications acceptable to the Project Authority and be approved by the Project Authority prior to replacement. Any replacement will be assigned to the work site specified in the Contract to be determined with the Project Authority for knowledge transfer at the Contractor's own expense. The Project Authority reserves the right to interview (at no cost to Canada) the personnel assigned to the Contract.

16. Priority of Documents

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

- a) the Articles of Agreement;
- b) 2035 General Conditions - Higher Complexity - Services (2013/06/27);
- c) Appendix "A", Statement of Work;

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d) Appendix "B", Basis of Payment;

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Annex A – Statement of Work

Background

The Department of Foreign Affairs, Trade and Development (DFATD) wishes to provide English and French maintenance and development training classes to its employees. The estimated number of English speaking participants is 340 and the estimated number of French speaking participants is 80, all of whom come with varying levels of proficiency. Given the high number of participants, two training sessions will be offered. The first group would get approximately 13 weeks of training and the second group would get approximately 11 weeks of training. However, all participants will have the opportunity to register for both sessions.

Objective

To help DFATD's employees to maintain or develop their Second Official Language skills (SOL) via part-time language training. Although the individual employees' objectives will vary, from reaching the BBB level to reaching the CCC level, their main goal will be to attain their SOL in accordance with the Public Service Commission (PSC) standards.

Methodology

The private language school will strive to create a classroom environment that is suitable for studying a second language as well as learning materials in the form of photocopies, internet websites and extracurricular activities which involve conversations. All other required materials will be the responsibility of the student(s) to supply, e.g. textbooks, notebooks, pens etc.

Deliverables

1. Training Program: For French language training, between 44 (forty four) and 88 (eighty eight) classes will be held during the fall and winter sessions with each containing a maximum of 8 (eight) DFATD employees. For English language training, between 16 (sixteen) and 32 (thirty two) classes will be held during the fall and winter sessions with each containing a maximum of 5 (five) DFATD employees.

2. **Session A – Schedule and number of hours required**

a) Assessment Period

From September 5th, 2013 to September 20th, 2013, inclusive:

This period will be used to evaluate and organize between 44 (forty four) and 88 (eighty eight) French classes. The sessions will consist of calling each participant to perform a quick oral assessment following which the teachers will be responsible for emailing every participant their schedule and the coordinates of their classes. The e-mail will be required to be sent by COB on Friday September 20th, 2013. This is applicable to the groups starting September 23rd, 2013 and the groups starting on January 6th, 2014.

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For the English learners, the school will be responsible for assigning enough teachers to perform the assessment task so that all evaluations are completed by Friday September 20th, 2013.

The time allotted for the assessments is 20 (twenty) minutes per candidate. The maximum estimated time required for this task is 114 hours.

b) Instruction Period

Duration of the French training, first & second session: up to 2268 hours.

Training for the first session is to start on Monday September 23rd, 2013 and last until Friday December 20th, 2013. Training for the second session is to start on Monday January 6th, 2014 and last until Friday March 21st, 2014. No training will be required between December 23rd and January 3rd, 2014 inclusive. Refer to point 4 below for the specific schedule.

c) Reporting Period

The time allotted for the completion of the progress reports for the first French training session: maximum 85 hours.

From Monday December 23rd to Friday January 3rd, 2014, the teachers will have 15 minutes per learner to complete the progress reports which will need to be sent to each learner by the teachers by COB on January 3rd, 2014. Progress reports will be necessary only for those who do not register for the second training session.

The time allotted for the completion of the progress reports for the second French training session: maximum 85 hours.

From Monday March 24th, 2014 to Friday March 28th, 2014 the teachers will have 15 minutes per student to complete the progress reports which will need to be sent to each learner, by the teachers, by COB on March 28th, 2014.

3. Session B – Schedule and number of hours required

a) Assessment Period

From September 5th, 2013 to September 20th, 2013, inclusive:

This period will be used to evaluate and organize between 16 (sixteen) and 32 (thirty two) English classes. The sessions will consist in calling each participant to perform a quick oral assessment following which the teachers will be responsible for e-mailing each participant their schedule and the coordinates of their classes. The e-mail will be required to be sent by COB on Friday, September 20th, 2013

For the French learners, the school will be responsible for assigning enough teachers to perform the assessment task so all evaluations are completed by Friday, September 20th, 2013

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The time allotted for the assessments is twenty (20) minutes per candidate. The estimated, maximum amount of time required for this task is 27 hours.

b) Instruction Period

Duration of the English session: Up to 783 hours.

Training for the first session is to start on Monday September 23rd, 2013 and last until Friday December 20th, 2013. Training for the second session is to start on Monday January 6th, 2014 and last until Friday March 21st, 2014. No training will be required between December 23rd and January 3rd, 2014 inclusive. Refer to point 5 below for the specific schedule.

c) Reporting Period

Time allotted for the completion of the progress reports for the first English training session: maximum 20 hours.

From Monday December 23rd to Friday January 3rd, 2014, the teachers will have 15 minutes per learner to complete the progress reports which will need to be sent to each learner, by the teachers, by COB on January 3rd, 2014. Progress report will be necessary only for those who did not register for the second training session.

Time allotted for the completion of the progress reports for the second English training session: up to 20 hours.

From Monday March 24th, 2014 to Thursday March 27th, 2014 the teacher(s) will have 15 minutes per student to complete the progress report which will need to be sent to each participant, by the teacher, by COB on March 28th, 2013.

The total contract value will be based on the total number of hours to be expended during the assessment, instruction and reporting periods during sessions A and B. The total estimated number of required hours is **3402**.

4. French class schedule:

Monday to Friday

First class: 8:15 a.m. to 10:15 a.m.
Second class: 10:30 to 12:30 p.m.
Third class: 12:45 p.m. to 2:45 p.m.
Fourth class: 3:00 p.m. to 5:00 p.m.

A period of 15 (fifteen) minutes for teaching preparation will be allocated per class, per day. Two rooms that could accommodate up to 8 participants will be available for this group. On Fridays an additional room that could accommodate up to 5 participants will be available for this group.

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5. English class schedule:

Monday to Thursday

First class: 8:15 a.m. to 10:15 a.m.

Second class: 10:30 to 12:30 p.m.

Third class: 12:45 p.m. to 2:45 p.m.

Fourth class: 3:00 p.m. to 5:00 p.m.

A period of 15 (fifteen) minutes for teaching preparation will be allocated per class, per day. One room that could accommodate up to 5 participants will be available for this group.

6. Employees are expected to attain higher marks at their next Second Language Evaluation (SLE) tests.
7. Provide monthly attendance reports. Those reports must be sent electronically to the Official Language Training Coordinator (OLTC) within the two weeks following the end of the previous month. Reports must be submitted to the participants and signed by them before being submitted to OLTC. The format being Word or Excel or PDF.
8. Provide individual progress reports once the training session is over. Those reports must be sent electronically to the OLTC within the two weeks following the end of the training session as well as to the participants. Participants should be invited to comment on the grade they were assigned. **Important:** Progress reports must identify areas that need improvement so that participants can prepare for their Second Language Evaluations (SLE). Reports must come in a Word, Excel or PDF format.
9. If a teacher is absent, the school must provide a replacement at no additional cost within 4 hours from the time notification is given to the OLTC.
10. Training is to take place at DFATD'S headquarters located at 125 Sussex Dr. in Ottawa.
11. As an additional task, teachers will have to promote an online tool called 'Tell Me More' by Auralog. This tool is used by DFATD's official languages unit to satisfy client requests for an online tool to practice their English or French language skills. DFATD will offer a free licence to each teacher so that they could attain a copy of and would be in a position to provide professional recommendations to the participants interested in an online tool to continue their development.

Note:

The hours specified within this SOW are merely an estimate and DFATD reserves the right to terminate the work under this Contract prior to the Contract expiry date. The OLTC, or an authorized representative, may notify the Contractor of any changes to the end date of the Contract 48 hours in advance and not incur a penalty. Total training costs will be reduced accordingly. Should it be necessary to cancel an entire day of training, the Contractor will be given 24 hours of advance notice and the hours will be credited towards the Contract.

Training will not be offered on Federal Government Statutory Holidays.

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Appendix B – Evaluation Criteria

1.0 Evaluation Procedures

Proposals must identify the qualifications and experience of the firm and the proposed resource personnel to carry out the tasks by systematically addressing each of the experience requirements as detailed below.

Proposals must provide supporting information in number of years (e.g. month/year) consisting of detailed résumés that clearly describe the degree and nature of the knowledge/ experience possessed by each proposed resource personnel including that of the firm and when and where such experience was acquired.

2.0 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement at bid closing time.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

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#	Mandatory Technical Criterion	Met/Not Met	Page where found in proposal
MT1	The Bidder must possess a minimum of two (2) years experience within the last four (4) years in providing English and French as a second language training.		

#	Mandatory Technical Criterion	Met/Not Met	Page where found in proposal
MT2	<p>The Bidder's must propose at minimum 2 French teachers and 1 English teacher who must meet the following criteria:</p> <p>a) Possess, at minimum, a bachelor's degree from a Canadian University.</p> <p>In the case that studies were completed outside of Canada, equivalence granted by an accredited institution for the recognition of Canadian equivalency credential will be accepted.</p> <p>b) Possess, at minimum, 1000 hours of teaching in their intended language of instruction.</p> <p>I.e. All French teachers must have a minimum of 1000 hours of experience of teaching French as a second language to adults and all English teachers must have a minimum of 1000 hours of experience of teaching English as a second language to adults.</p> <p>c) A Curriculum Vitae must be submitted for each proposed teacher.</p>		

#	Mandatory Technical Criterion	Met/Not Met	Page where found in proposal
MT3	All proposed teachers must possess a <u>Level II, Secret, Security Clearance</u> upon bid submission . DFATD will not be responsible for the security process and will not be billed for this exercise.		

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Appendix “C” – Financial Proposal

1.1 Bidders shall quote in Canadian dollars (CDN), firm prices/rates as indicated in the tables below that include all costs necessary to perform the work. GST, HST or VAT must be indicated separately, as applicable. Failure to provide pricing for an item will render the bid non-responsive.

1.2 The firm hourly rates are all inclusive and must include cost of labor, direct materials and supplies, equipment, fringe benefits, general and administrative expenses, participant evaluations, overhead and profit, as applicable.

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

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

1.5 The volumetric (estimated usage) data is provided in good faith and does not represent a commitment on the part of Canada. Canada’s actual usage may be higher or lower.

Initial Contract Period (12 months)

Provide a firm all inclusive hourly rate for work performed by each of the proposed resource(s) for the period of the contract.

\$ _____ * 3402 hours = **A** \$ _____ (GST/HST extra)

Option Year 1 (12 months)

Provide a firm all inclusive hourly rate for work performed by each of the proposed resource(s) for the period of the contract.

\$ _____ * 3402 hours = **B** \$ _____ (GST/HST extra)

Option Year 2 (12 months).

Provide a firm all inclusive hourly rate for work performed by each of the proposed resource(s) for the period of the contract.

\$ _____ * 3402 hours = **C** \$ _____ (GST/HST extra)

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Option Year 3 (12 months)

Provide a firm all inclusive hourly rate for work performed by each of the proposed resource(s) for the period of the contract.

\$ _____ * 3402 hours = **D** \$ _____ (GST/HST extra)

Option Year 4 (12 months)

Provide a firm all inclusive hourly rate for work performed by each of the proposed resource(s) for the period of the contract.

\$ _____ * 3402 hours = **E** \$ _____ (GST/HST extra)

Option Year 5 (12 months)

Provide a firm all inclusive hourly rate for work performed by each of the proposed resource(s) for the period of the contract.

\$ _____ * 3402 hours = **F** \$ _____ (GST/HST extra)

Summary Pricing Schedule

Total Evaluated Price (Sum of A+B+C+D+E+F) =	\$ _____ CDN (GST/HST excluded)
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Appendix "D" – Certifications

The certifications listed herein should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1. Certification of Understanding

The Bidder certifies that all parts of this RFP have been reviewed in detail and are completely understood in order to make its proposal. Under no circumstances will the Statement of Work, specifications, or task description be subject to revised interpretation or amended following Contract award except where the Contracting Authority so authorizes in writing.

Signature Bidder/Contractor

Date

2. Certification of Education, Experience and Legal Right to Work in Canada

We certify that all statements made with regard to the experience and legal right to work in Canada of individuals proposed for completing the subject work are accurate and factual, and we are aware that the Project Authority reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-responsive.

Should verification by the Project Authority disclose untrue statements, the Project Authority shall have the right to treat any Contract resulting from this Bid as being in default and to terminate it accordingly.

Signature Bidder/Contractor

Date

3. Certification of Availability and Status of Personnel

Certification from the Bidder that all proposed resources will be available to commence the work at the period specified herein, and will remain available to perform the work in relation to the fulfilment of this requirement.

If the Bidder/Contractor has proposed any person in fulfilment of this requirement who is not an employee of the Bidder/Contractor, the Bidder/Contractor hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

If the Bidder/Contractor has proposed any person in fulfilment of this requirement who is or who is not an employee of the Bidder/ Contractor, the Bidder/Contractor hereby certifies that such a person is under no restrictive covenant in relation to a constraint of trade that would prevent the person from fulfilling his or her services in relation to the work.

During the bid evaluation, the Bidder/Contractor MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder/Contractor agrees that failure to comply with such a request may lead to disqualification of the Bidder's/Contractor's proposal from further consideration.

Signature Bidder/Contractor

Date

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4. Certification of Identity or Legal Capacity of Bidder

In order to establish the legal capacity under which a bidder proposes to enter into the Contract, any bidder who carries on business in other than its own personal name shall, if requested by the Contracting Authority, provide proof of the legal capacity under which it carries on business to the Contracting Authority prior to Contract award. Such proof may be in the form of a copy of the articles of incorporation or of the registration of the business name of a sole proprietor, of a trade name, of a partnership, etc.

Signature Bidder/Contractor

Date

5. Former Public Servant Certification (Canada)

Contracts with former Canadian 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 with FPS, bidders must provide the information required below.

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, in the context of the fee abatement formula, 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

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program (Canada)

Is the Bidder a FPS who received a lump sum payment pursuant to the terms

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of a work force reduction program? **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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature Bidder/Contractor

Date

6. Federal Contractors Program - \$1,000,000 or more

The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$1,000,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form [LAB 1168](#), Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or

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more in Canada;

- (b) () is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$1,000,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the [FCP](#) is available on the HRSDC Web site.

Signature Bidder/Contractor

Date

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature Bidder/Contractor

Date