

Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

By e-mail to: - Par courriel au:

Melanie.Larocque@forces.gc.ca

Mélanie Larocque, Director Services Contracting (D Svcs C) 3-2-5 Direction – Contrats de services (DC Svcs) 3-2-5

Proposal To: National Defence Canada

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

Proposition à : Défense nationale Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Solicitation	1 Closes	_
L'invitation	n prend	fin

At - à: 14h EST/HE

On - le : 27 December 2016 / 27 décembre 2016

Title/Titre	Solicitation No – N° de l'invitation
Homestay Services / Services d'accueil	W6369-17-A036/A
Date of Solicitation - Date de l'invitat	ion
Address Enquiries to – Adresser toute	s questions à
Name: Mélanie Larocque	
E-mail: Melanie.Larocque@force	es.gc.ca
Telephone No. – Nº de téléphone	FAX No – Nº de fax
819-939-8509	
Destination	
See herein.	

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions:

Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison so	ciale et adresse du fournisseur
Name and title of person authorized to	sign on babalf of yandar (type or
Name and title of person authorized to print) - Nom et titre de la personne auto	
(caractère d'imprimerie)	
Name/Nom	Title/Titre
Signature	Date





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PART 1 - GENERAL INFORMATION

1.1 Introduction

- A. The bid solicitation is divided into six parts plus attachments and annexes, as follows:
 - Part 1 General Information: provides a general description of the requirement;
 - Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
 - Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid:
 - Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection:
 - Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
 - Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.
- B. The Attachments include the Pricing Schedule, the Electronic Payment Instruments, and the Evaluation Criteria.
- C. The Annexes include the Statement of Work, the Non-Disclosure Agreement, and the DND 626 Task Authorization Form.

1.2 Summary

- A. The Department of National Defence (DND) has a requirement to provide Homestay services (host families) to students in support of the Military Training Cooperation Program (MTCP).
 MTCP students are invited by Canada to receive an English Language Teacher Training Course.
 Details of the requirement are outlined in Annex A, Statement of Work (SOW).
- B. It is intended to award one (1) contract on an "as and when requested" basis (task authorization based contract) for one (1) year, with the option to extend for three (3) additional periods of one (1) year each at Canada's discretion.
- C. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

1.3 Debriefings

A. Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



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PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- A. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions (SACC) Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.
- B. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- C. The <u>2003</u> (2016-04-04) Standard Instructions Goods or Services Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:
 - (i) Section 02, Procurement Business Number, is deleted in its entirety;
 - (ii) Section 05, Submission of Bids, Subsection 2, paragraph d., is deleted in its entirety;
 - (iii) Section 05, Submission of Bids, Subsection 4, is amended as follows:

Delete: 60 days; and Insert: 90 days;

- (iv) Section 06, Late bids, is deleted in its entirety;
- (iv) Section 07. Delayed bids, is deleted in its entirety:
- (iv) Section 08, Transmission by facsimile, is deleted in its entirety; and
- (v) Section 20, Further Information, is deleted in its entirety.

2.2 Submission of Bids

- A. Bids must be submitted only to DND by the date, time and place indicated on page 1 of the bid solicitation.
- B. Due to the nature of the bid solicitation, bids transmitted by facsimile to DND will not be accepted.

2.2.1 Electronic Submissions

A. Individual e-mails exceeding five (5) megabytes in size, or those including other factors such as embedded files, macros and/or links, may be rejected by DND e-mail system and/or firewall(s) without notice to the Bidder or Procurement Authority. Larger bids may be submitted through more than one e-mail. DND will confirm receipt of documents. It is the responsibility of the Bidder to ensure that their entire bid submission has been received. Bidders must not assume that all documents have been received unless DND confirms receipt of each document. Due to the possibility of e-mail rejection and/or other technical issues, bidders are requested to allow sufficient time before the closing time and date to submit their bid and for DND to confirm receipt. Bid documents received after the closing time and date will not be accepted.



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2.3 Former Public Servant

A. 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 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 nonresponsive.

2.3.1 Definitions

- A. For the purposes of this clause:
 - (i) "former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u>, 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
 - a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity;
 - (ii) "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; and
 - (iii) "pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

2.3.2 Former Public Servant in Receipt of a Pension

A.	As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes (') N	lo (()



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- B. If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:
 - (i) name of former public servant; and
 - (ii) date of termination of employment or retirement from the Public Service.
- B. 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: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

2.3.3 Work Force Adjustment Directive

A.	Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force
	Adjustment Directive?

Yes () N	lo (()

- B. If so, the Bidder must provide the following information:
 - (i) name of former public servant;
 - (ii) conditions of the lump sum payment incentive;
 - (iii) date of termination of employment;
 - (iv) amount of lump sum payment;
 - (v) rate of pay on which lump sum payment is based;
 - (vi) period of lump sum payment including start date, end date and number of weeks; and
 - (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.
- C. For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

- A. All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- B. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all





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Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

- A. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- B. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 Bidders.



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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- A. Canada requests that Bidders provide their bid in separate sections in soft copies by email only as follows:
 - Section I: Technical Bid (one (1) soft copy by e-mail);
 - Section II: Financial Bid (one (1) soft copy by e-mail); and
 - Section III: Certifications (one (1) soft copy by e-mail).
- B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- C. Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
 - (i) use 8.5 x 11 inch (216 mm x 279 mm) print format; and
 - (ii) use a numbering system that corresponds to the bid solicitation.

3.2 Section I: Technical Bid

- A. In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.
- B. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- C. To facilitate bid preparation and bid evaluation, Bidders should prepare and submit their Technical Bid using the following Table of Contents:
 - (i) This Section should include a signed copy of page 1 of this bid solicitation, which is deemed to include all amendments.
 - (ii) This Section should include, at a minimum, the name and telephone number of a single contact person that is authorized by the Bidder for this bid solicitation.

3.3 Section II: Financial Bid

A. Bidders must submit their financial bid in accordance with Attachment 1 to Part 3 of this bid solicitation. The total amount of Applicable Taxes must be shown separately.





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3.3.1 Electronic Payment of Invoices - Bid

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 to Part 3, Electronic Payment Instruments, to identify which ones are accepted.
- B. If Attachment 2 to Part 3, Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- C. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.4 Section III: Certifications

A. Bidders must submit the certifications required under Part 5.





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ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

- A. The Bidder must complete this pricing schedule and include it in its financial bid.
- B. The firm rates specified below includes all expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid, including the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Annex A, Statement of Work of the bid solicitation.
- C. Under any resulting contract, Canada will not accept any travel and living expenses that may need to be incurred by the contractor.

1. PRICING SCHEDULE

Period	Estimated Days Required	All-Inclusive Fixed Per Diem Rate Per Student	Total Estimated Cost
Initial Contract Year	5000	\$	\$
Option Period One (1)	5000	\$	\$
Option Period Two (2)	5000	\$	\$
Option Period three (3)	5000	\$	\$
Total			\$

- A. Level of effort (LOE) is based on:
 - (i) up to 20 students per course
 - (ii) 2 courses per year
 - (iii) 125 days per course





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ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

٨.	The	Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):
	() VISA Acquisition Card;
	() MasterCard Acquisition Card;
	() Direct Deposit (Domestic and International);
	() Electronic Data Interchange (EDI);
	() Wire Transfer (International Only); and
	() Large Value Transfer System (LVTS) (Over \$25M).





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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- A. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria. There are several phases in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in different phases, the fact that Canada has proceeded to a later phase does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous phases. Canada may conduct steps of the evaluation in parallel.
- B. An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation - Mandatory Technical Criteria

A. Mandatory technical evaluation criteria are included in Attachment 1 to Part 4, Evaluation Criteria.

4.1.2 Financial Evaluation

A. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection - Mandatory Technical Criteria

A. 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.





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ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

1. MANDATORY CRITERIA

- A. The Bidder must meet all of the mandatory criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- B. Bids that fail to meet any of the mandatory criteria below will be declared non-responsive. Each mandatory criterion should be addressed separately.

#		MANDATORY CRITERIA	SUBSTANTIATION	LOCATION IN BID
M1		Bidder must have provided a range of Homestay vices that meet the following criteria:	COBOTANTIATION	IN DID
	mor 18 h	st include six (6) different periods of four (4) consecutive on the each where the services provided included at least most families simultaneously for one (1) or more client anizations in five (5) of the last seven (7) years.		
	prov	demonstrate the experience acquired, the Bidder must vide the following information in its bid submission for h client organization required to meet M1:		
	(a)	The name of the client organization that has received Homestay services and the name, current telephone number, and e-mail address of the client representative in a position to corroborate the information provided by the Bidder;		
	(b)	A description of the Homestay services provided, clearly indicating:		
		(i) The period during which the Homestay services were provided, i.e. from (month/year) to (month/year);		
		(ii) The number of host families provided; and		
		(iii) Details of the Homestay services provided; and		
	(c)	An example or a template of a standard agreement between the Bidder and a host family.		





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					LOCATION
#			MANDATORY CRITERIA	SUBSTANTIATION	IN BID
M2	(36)	Bidd host ne Sta			
			nstrate this, the Bidder must provide the following on in its bid submission:		
	(a)	the	st of thirty-six (36) proposed host families, including host family name and address (street number, et name, city and province); and		
	(b)	that liste Bido	gned certification stating that the Bidder certifies all host families proposed meet all of the conditions d in 4.6 of the Statement of Work. In addition, the der must provide proof of applicable documentation each member of each host family must be either:		
		(i)	a landed immigrant who does not hold any criminal record; or		
		(ii)	a Canadian citizen who does not hold any criminal record.		





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PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

- Bidders must provide the required certifications and additional information to be awarded a contract.
- B. The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.
- C. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and Additional Information

A. The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 specified will render the bid non-responsive.

5.1.1 Integrity Provisions – Required Documentation

A. In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

- A. By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder 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 (ESDC) Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_p rogram.page?& ga=1.229006812.1158694905.1413548969#afed).
- B. Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.





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PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Statement of Work

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

6.1.1 Task Authorization

A. The Work to be performed under the Contract will be on an "as-and-when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

6.1.1.1 Task Authorization Process

- A. The Contracting Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Annex C.
- B. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.
- C. The Contractor must provide the Contracting Authority, within 7 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- D. The Contractor must not commence work until a TA authorized by the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.1.1.2 Minimum Work Guarantee - All the Work - Task Authorizations

- A. In this clause:
 - (i) "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
 - (ii) "Minimum Contract Value" means \$25,000.00.
- B. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph C., below. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.





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- C. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- D. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.2 Standard Clauses and Conditions

A. All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions (SACC) Manual</u> (https://buyandsell.gc.ca/policyand-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.2.1 General Conditions

 2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.3 Security Requirements

A. There is no security requirement applicable to the Contract.

6.4 Handling of Personal Information

- A. The Contractor acknowledges that Canada is bound by the <u>Privacy Act</u>, R.S., 1985, c. P-21, with respect to the protection of personal information as defined in the Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- B. All such personal information is the property of Canada, and the Contractor has no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the Contract, upon the completion or termination of the Contract, or at such earlier time as Canada may request. Upon delivery of the personal information to Canada, the Contractor will have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

6.5 Term of Contract

6.5.1 Period of the Contract

A. The period of the Contract is from date of Contract to one (1) year later.

6.5.2 Option to Extend the Contract

A. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1)-year period(s) under the same conditions. The Contractor agrees





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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.

B. 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.

6.6 Authorities

6.6.1 Contracting Authority

A. The Contracting Authority for the Contract is:

Name: Mélanie Larocque

Title: A/Senior Officer - Procurement and Contracting

Organization: Department of National Defence

Address: National Defence Headquarters (NDHQ)

101 Colonel By Drive Ottawa ON K1A 0K2

Telephone: 819-939-8509

E-mail: Melanie.Larocque@forces.gc.ca

B. 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.

6.6.2 Technical Authority

A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]					
Name: Title:					
Organization: Address:					
Telephone: E-mail:					

B. The Technical 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 Technical Authority; however, the Technical 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.





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6.6.3 Contractor's Representative

[Contact inforr	nation to be detailed in the resulting contract]
Name: Title: Address:	
Telephone: E-mail:	

6.7 Proactive Disclosure of Contracts with Former Public Servants

A. By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

6.8 Payment

6.8.1 Basis of Payment - Limitation of Expenditure - Task Authorizations

A. The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized TA, as determined in accordance with the Basis of Payment detailed below, to the limitation of expenditure specified in the authorized TA:

Period	All-Inclusive Fixed Per Diem Rate Per Student		
Initial Contract Year	\$[Rate to be detailed in the resulting contract]		
Option Year One (1)	\$[Rate to be detailed in the resulting contract]		
Option Year Two (2)	\$[Rate to be detailed in the resulting contract]		
Option Year three (3)	\$[Rate to be detailed in the resulting contract]		

- B. Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.
- C. No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.8.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- A. Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$[value to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.
- B. 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.





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- C. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (i) when it is 75 percent committed;
 - (ii) four (4) months before the contract expiry date; or
 - (iii) 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.

D. 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.

6.8.3 Monthly Payment

- A. 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:
 - 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;
 - (ii) all such documents have been verified by Canada; and
 - (iii) the Work performed has been accepted by Canada.

6.8.4 Electronic Payment of Invoices - Contract

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

[List to be updated in the resulting contract]

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI);
- (v) Wire Transfer (International Only); and
- (vi) Large Value Transfer System (LVTS) (Over \$25M).

6.9 Invoicing Instructions

A. 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.





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- B. Each invoice must be supported by:
 - (i) the contractor's address;
 - (ii) the name and mailing address of the Contracting Authority;
 - (iii) a description of the Work delivered; and
 - (iv) the total amount invoiced.
- C. Invoices must be distributed as follows:
 - (i) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.10 Certifications and Additional Information

6.9.1 Compliance

A. Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.11 Applicable Laws

A. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario [or as specified by the bidder in its bid, if applicable].

6.12 Priority of Documents

- A. If there is a discrepancy between the wordings 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:
 - (i) the Articles of Agreement;
 - (ii) the general conditions 2035 (2016-04-04), General Conditions Higher Complexity Services;
 - (iii) Annex A, Statement of Work;
 - (iv) the signed Task Authorizations (including all of its annexes, if any);
 - (v) the Contractor's bid dated [date to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required], and as amended on [date to be specified in the resulting contract, if required].





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6.13 Defence Contract

- A. The Contract is a defence contract within the meaning of the <u>Defence Production Act</u>, R.S.C. 1985, c. D-1, and must be governed accordingly.
- B. Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the *Defence Production Act*.

One (1) of the following two (2) articles will be inserted in the resulting contract, as applicable.

Option 1:

6.14 Foreign Nationals (Canadian Contractor)

A. The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

Option 2:

6.14 Foreign Nationals (Foreign Contractor)

A. The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of noncompliance with immigration requirements.

6.15 Insurance Requirements

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

6.16 Non-disclosure Agreement

A. The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex B, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.



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ANNEX A - STATEMENT OF WORK

1. **DEFINITIONS**

CFLS	Canadian Forces Language School
DMTC	Directorate Military Training and Cooperation
DND	Department of National Defence
LTTC	Language Teacher Training Course
MTCP	Military Training Cooperation Program
NCR	National Capital Region
SOW	Statement of Work

2. BACKGROUND

- 2.1 DMTC is conducting one course twice per year to international students, in the NCR, for which Homestay services are required.
- 2.2 MTCP students are invited by Canada to receive an English Language Teacher Training Course. This course trains students in the communicative approach to language instruction and public affairs. The selected adult students could either be civilian or military. These students are selected from over 60 countries located on five continents.
- 2.3 The LTTC military personnel and civilian language teachers are from various parts of the world, such as Central and Eastern Europe, the Middle East, Africa, Asia, and South and Central America. This high profile course, taking place under Canada's DMTC, is conducted at the CFLS twice a year for up to four (4) months each and for up to 20 students per course. The next course is scheduled to start in January 2017.

3. SCOPE

- 3.1 The scope of this requirement is to provide Homestay services to students to stay with host families within the NCR that provide clean, safe, and comfortable living conditions.
- 3.2 The Contractor must provide Homestay families that are located in the NCR and near an OC Transpo/STO bus route, such that the family host home is no more than a 500-metre walk from a bus stop and necessitate no more than one (1) bus transfer between CFLS and the family host home.
- 3.3 CFLS is located in the Asticou Centre at 241 de la Cité-des-Jeunes Blvd, Gatineau, QC.

4. GOVERNMENT FURNISHED DOCUMENTS

4.1 The Technical Authority will provide the Contractor with a basic academic calendar for each course, which is subject to change according to MTCP program needs. Anticipated holidays are below:

Federal Government Statutory Holidays

Statutory holidays recognized by the federal government:

- New Year's Day (January 1st)
- Good Friday



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- Easter Monday
- Victoria Day
- La Saint-Jean-Baptiste (June 24th for workers in the Province of Quebec)
- Canada Day (July 1st)
- Labour Day (first Monday in September)
- Thanksgiving (second Monday in October)
- Remembrance Day (November 11th)
- Christmas Day (December 25th) and Boxing Day (December 26th)
- 4.2 After contract award, DND will provide the Contractor with the Student Questionnaire form that each student has filled out. This form will identify any special requirements students may have. The Contractor is to use this form to match the students with appropriate host families.

5. CONTRACTOR'S TASKS

The Contractor must oversee the provision of a range of Homestay services for MTCP students by the host families. The Contractor must:

- 5.1 provide and maintain a list of up to 36 host families, as required; with at least 50% of those (18) capable of hosting more than one (1) student simultaneously;
- 5.2 provide a telephone number where a representative can be reached within 24 hours of a telephone call, seven (7) days a week;
- 5.3 accommodate students with special considerations (allergies, smoking/non-smoking environment, special dietary needs, etc.). The Contractor must match students to families who can accommodate their needs;
- 5.4 after contract award, arrange a stakeholder meeting at the request of the Technical Authority;
- 5.5 submit a final list of the host family/student matches for each course for Technical Authority validation; and
- 5.6 the Contractor must ensure that all host families provided meet the following conditions:
 - 5.6.1 the host family must host each student for the duration of their course, up to five (5) months;
 - 5.6.2 the host family must provide clean, safe, and comfortable living conditions to the MTCP students at all times;
 - 5.6.3 English must be the primary language spoken in the host family home;
 - 5.6.4 the host family home must be located in the NCR and all the families on the maintained list, must be within the same area perimeters (no more than 5 km of distance from each other);
 - 5.6.5 the host family must provide access to their home for the students at all times;



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- 5.6.6 the host family home must not be located more than a 500-metre walk from an OC Transpo/STO bus route and necessitate not more than one bus transfer between CFLS and the host home:
- 5.6.7 the host family must provide three nutritious meals each day, plus snacks, that follow Canadian Food Guide standards. The host family does not need to provide lunch from Monday to Friday, which is provided by CFLS on regularly scheduled school days, excluding statutory holidays/professional development days when CFLS training is not provided to the students. Dinner must be served during a flexible time schedule, usually between 5:00 pm and 8:00 pm, unless a mutually agreeable arrangement is made between the student and the host family. Dinner must be prepared by a family member, unless a mutually agreeable arrangement is made between the student and the host family;
- 5.6.8 the host family must provide comfortable heating and cooling, between 20-27 degrees Celsius, in the home and the student's room;
- 5.6.9 for each student, the host family must provide a private room in the home with bed, desk, chair, lamp, door, closet, dresser, and quiet conditions for studying and rest;
- 5.6.10 the host family must provide full access to laundry facilities in the home;
- 5.6.11 the host family must provide amenities (towels, toilet paper, etc) excluding personal toiletries (toothpaste, soap, shampoo, laundry detergent, etc.);
- 5.6.12 the host family must provide unlimited wireless internet access in the home;
- 5.6.13 the host family must provide full access to a telephone in the home for local calls. Students will use prepaid calling cards for long-distance calls;
- 5.6.14 the host family must pick the student up at the Ottawa International Airport, Ottawa Bus Station, or Ottawa Train Station upon arrival and provide transportation to the family home:
- 5.6.15 the host family must drive the student to school on the first day of school (morning only);
- 5.6.16 the host family must drop the student off at the airport, bus station, or train station at a time appropriate for the student's departure at the end of their stay;
- 5.6.17 the host family must be in regular contact with the students, such as at dinner where conversation can take place, and at all times be willing to include students in family activities and outings, at the student's expense, excluding meals. This will give the student the opportunity to speak English outside of the course; and
- 5.6.18 during the period where a student is hosted in the home, the Contractor must ensure that each member of the host family must be either:
 - 5.6.18.1 a landed immigrant who does not hold any criminal record; or
 - 5.6.18.2 a Canadian citizen who does not hold any criminal record.





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6. DELIVERABLES

6.1 The Contractor must submit, to the Technical Authority, by e-mail a final list of the host family/student matches selected for each course. The final list must be submitted to the Technical Authority a minimum of two (2) weeks prior to student arrivals. The Technical Authority's e-mail address will be provided upon contract award.





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ANNEX B - NON-DISCLOSURE AGREEMENT

[Details to be inserted in the resulting contract] I, _____, recognize that in the course of my work as an employee or subcontractor of . I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract between Her Majesty the Queen in right of Canada, represented by the Minister of National Defence and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, quidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract. I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement. I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be. I agree that the obligation of this agreement will survive the completion of the Contract . .



Signature

Date



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ANNEX C - DND 626 TASK AUTHORIZATION FORM

National Defence	Défense nationale	TASK AUTHORIZATION AUTORISATION DES TÂCHES				
		Contract no N° du	contrat			
All invoices	progress claims	must show the reference Contract and Task numbers.				
		ent indiquer les numéros du contrat et de la tâche.	âche			
Amendment no. – N°	de la modification	Increase/Decrease – Augmentation/Réduction Previous value – Valeur pré	ecédente			
To – À						
		TO THE CONTRACTOR You are requested to supply the following services in accordance with the term	s of the above			
		You are requested to supply the following services in accordance with the term reference contract. Only services included in the contract shall be supplied aga Please advise the undersigned if the completion date cannot be met. Invoices/				
		shall be prepared in accordance with the instructions set out in the contract.	progress claims			
Delivery location – Ex	pédiez à	À L'ENTREPRENEUR Vous êtes prié de foumir les services suivants en conformité des termes du cor	ntrat mentionné			
		ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à demande.	ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette			
		Prière d'aviser le signataire si la livraison ne peut se faire dans les délais presc doivent être établies selon les instructions énoncées dans le contrat.	rits. Les factures			
Delivery/Completion of	date – Date de livraison/d'a					
Contract 't		Date for the Department of National Defen pour le ministère de la Défense nation	nale			
Contract item no. Nº d'article		Services	Cost Prix			
du contrat						
		GST/HST TPS/TVH				
		Total				
APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.						
NE S'APPLIQUE supérieure au seu	QU'AUX CONTRATS I ill précisé dans le contra	DE TPSGC: La signature de l'autorité contractante est requise lorsque la valeur totale du formula at.	ire DND 626 est			
for the Depar	tment of Public Works and	Government Services				
pour le ministère des Travaux publics et services gouvernementaux IND 626 (01-05) Design: Forms Management 993-4060 Conception: Gestion des formulaires 993-4062						

