

**RETURN BID TO/ RETOURNER LES SOUMISSIONS**

**À :**  
 Canada Border Services Agency (CBSA)  
 Bid Receiving Unit (BRU)  
 333 North River Road, Tower A  
 Mailroom, Main floor  
 Ottawa, Ontario K1A 0L8  
 343-291-6384

The BRU is open from Monday to Friday inclusively, between the hours of 07:30 to 15:30, excluding Statutory Holidays. We invite Bidders to send an email to confirm their bid submission at [CBSA-ASFC Solicitations-Demandes de soumissions@cbsa-asfc.gc.ca](mailto:CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca).

Agence des services frontaliers du Canada (ASFC)  
 Module de réception des soumissions (MRS)  
 333 Chemin North River, Tour A  
 Salle du courrier, Rez-de-chaussée  
 Ottawa, Ontario K1A 0L8  
 343-291-6384

La Réception des soumissions est ouverte du lundi au vendredi inclusivement, entre les heures de 7h30 à 15h30, à l'exclusion des jours fériés. Nous invitons les soumissionnaires à envoyer un courriel pour confirmer le dépôt de leur soumission à [CBSA-ASFC Solicitations-Demandes de soumissions@cbsa-asfc.gc.ca](mailto:CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca).

**Request for Proposal**  
**Demande de proposition**

**Proposal to: Canada Border Services Agency (CBSA)**  
 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 therefor.

**Proposition à : l'Agence des services frontaliers du Canada (ASFC)**

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 appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments — Commentaires :**

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT — LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ**

Issuing Office – Bureau de distribution  
 CBSA / ASFC  
 355 Ch. North River Road, 17<sup>th</sup> Floor – 17<sup>ième</sup> étage  
 Ottawa ON K1A 0L8

Title — Sujet: <b>The provision of an online Second Languages Training and Tutoring Services for Border Services Officers (BSO) of the Canada Border Services Agency.</b>	
Solicitation No. — N° de l'invitation <b>1000347696</b>	Date: May 30, 2019

Solicitation Closes — L'invitation prend fin At /à: 02:00 PM (hours/heures) On/le: <b>July 9, 2019</b>	Time Zone — Fuseau horaire <input type="checkbox"/> EST (Eastern Standard Time)/ HNE (heure normale de l'Est) <input checked="" type="checkbox"/> EDT (Eastern Daylight Saving Time)/ HAE (heure avancée de l'Est)
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F.O.B. — F.A.B.  
**Plant-Usine:**  **Destination:**  **Other — Autre:**

Address Enquiries to — Adresser toutes questions à:  
  
 EMAIL: [CBSA-ASFC Solicitations-Demandes de soumissions@cbsa-asfc.gc.ca](mailto:CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca)  
 Attn: Nancy Savaria

Telephone No. – No de téléphone: 343-291-5693	FAX No. – No de télécopieur :
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Destination - of Goods and or Services:  
 Destination – des biens et ou services :  
 Canada Border Services Agency (CBSA) —  
 Agence des services frontaliers du Canada (ASFC)

**Instructions:** See Herein — Voir aux présentes

Delivery Required — Livraison exigée See herein — voir aux présentes	Delivery Offered — Livraison proposée
Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur:	
Telephone No. – No de téléphone:	FAX No. – No de télécopieur :

Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) — Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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**PART 1 - GENERAL INFORMATION**

**1.1 Introduction**

The bid solicitation is divided into seven 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 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work and the Basis of Payment.

**1.2 Summary**

The provision of an online Second Languages Training and Tutoring Services for Border Services Officers (BSO) of the Canada Border Services Agency.

The objective is to provide a technology-based training approach using online software supplemented by one-on-one tutoring via teleconference / virtual classroom for part-time second official language training, in French and English to BSO's to:

- ensure that clients can be served in the official language of their choice;
- ensure the quality of our services in both official languages;
- promote the use of both official languages in the workplace; and
- establish a bilingual workplace.

It is intended to result in the award of one contract for a period of one (1) year, plus four (4) one-year irrevocable option allowing Canada to extend the term of the contract.

**1.3 Security**

This document is UNCLASSIFIED, however;



The Contractor shall treat as PROTECTED information, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy;

The contract personnel requiring casual access to the installation site do not require a security clearance but will be required to be escorted at all times

#### **1.4 Debriefings**

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.



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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.

The [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

***However any reference to Public Works and Government Services Canada or its Minister contained in these terms and conditions shall be interpreted as reference to Canada Border Services Agency or its President.***

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

### 2.2 Submission of Bids

Bids must be submitted only to Canada Border Service Agency (CBSA) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. Bids transmitted to CBSA by electronic mail will not be accepted.

Due to the nature of the bid solicitation, bids transmitted by facsimile to CBSA will not be accepted.

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide in writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the



Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act \(PSSA\)](#), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

#### **Former Public Servant in Receipt of a Pension**

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

Yes ( ) No ( )

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

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

By providing this information, bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### **Work Force Adjustment Directive**

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

Yes ( ) No ( )

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;



- f) period of lump sum payment including start date, end date and number of weeks; and
- 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 Applicable Taxes

#### **2.4 Enquiries - Bid Solicitation**

.All enquiries must be submitted in writing to the Contracting Authority no later than **five (5)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

#### **2.5 Applicable Laws**

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

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.



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (4 hard copies) and 1 soft copies on CD, DVD or USB key

Section II: Financial Bid (1 hard copies) and 1 soft copies on CD, DVD or USB key

Section III: Certifications (1 hard copies)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

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 and describe their approach in a thorough, concise and clear manner for carrying out the work.

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.





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**Failure to provide a technical proposal with the submission will result in non-compliance and will not be evaluated.**

## **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment detailed in Annex "B"

**Failure to provide a financial proposal with the submission will result in non-compliance and the bid will not be evaluated.**

### **3.1.2 Electronic Payment of Invoices – Bid**

Canada requests that bidders:

1. select option 1 or, as applicable, option 2 below; and
2. include the selected option in Section II of their bid.

#### **Option 1:**

The Bidder accepts to be paid by 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)
- Large Value Transfer System (LVTS) (Over \$25M)

#### **Option 2:**

- The Bidder does not accept to be paid by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **3.1.4 SACC Manual Clauses**

## **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.



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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

The evaluation team reserves the right but is not obliged to perform any of the following:

- a) Seek clarification or verify any or all information provided by the Bidder with respect to this RFP;
- b) Contact any or all of the references supplied and to interview, at the sole costs of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirement, on 48 hours' notice, to verify and validate any information or data submitted by the Bidder

#### 4.1.1 Technical Evaluation

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purposes of this evaluation. **The Bidder must provide complete details as to where, when, month and year, and how, through which activities / responsibilities, the stated qualifications / experience were obtained.**

When completing the resource grids the specific information which demonstrates the requested criteria should be in the grid. The reference to the page and project number should also be provided so that the evaluator can verify this information. It is not acceptable that the grids contain all the project information from the résumé, only the specific answer should be provided.

Bidders are advised that the month(s) of experience listed for a project in which the timeframe overlaps that of another referenced project will only be counted once PER RESOURCE. For example: Project #1 timeframe is July 2001 to December 2001; Project #2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

Bidders are also advised that the experience is as of the closing date of the Request for Proposal. For example, if a given requirement states "The proposed resource must have a minimum of three (3) years' experience, within the last six (6) years, working with Java", then the six (6) years are accounted for as of the closing date of the RFP.

### 4.2 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.

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion will be addressed separately.

**The Bidder must *provide sufficient detail to clearly demonstrate how* they meet each mandatory requirement below. Bidders are advised that only listing experience without providing any supporting data and information to describe responsibilities, duties and relevance to the**



requirements, or reusing the same wording as the RFP, will not be considered “demonstrated” for the purpose of this evaluation.

**PROPOSALS NOT MEETING THE MANDATORY REQUIREMENTS BELOW WILL BE GIVEN NO FURTHER CONSIDERATION**

Item	Mandatory Technical Criterion	Bidder's Response	
		MEETS	DOESN'T MEET
M1	<p>The Bidder <b>must</b> propose specific resources to perform the tasks and deliverables identified in the SoW.</p> <p>For EACH proposed resource, the Bidder must clearly identify the resource's name and roles and responsibilities. In addition, the Bidder must submit a detailed résumé for EACH proposed resource which clearly describes project descriptions of the resource's work experience relevant to the Statement of Work at Annex A.</p> <p>The Bidder should bold-face or highlight the relevant areas in the resource's CV. The Bidder should include relevant information in the resource's CV such as:</p> <ul style="list-style-type: none"> <li>• A description of their roles;</li> <li>• A description of the work experience and;</li> <li>• Education.</li> </ul>	<p>MEETS</p> <p><input type="checkbox"/></p>	<p>DOESN'T MEET</p> <p><input type="checkbox"/></p>
M2	<p>The bidder <b>must</b> demonstrate that each proposed tutors have a minimum of 24 months of experience in teaching a second language to adults.</p>	<p>MEETS</p> <p><input type="checkbox"/></p>	<p>DOESN'T MEET</p> <p><input type="checkbox"/></p>
M3	<p>The Bidder attests that ___(<i>insert name(s)</i>)___ is able to speak, read and write English and French at the level of proficiency defined below:</p> <p><b>DEFINITION:</b> Able to use the language fluently and accurately on all levels normally pertinent to professional needs. Language usage and ability to function are fully successful. Can tailor language to audience and discuss in depth highly abstract or unfamiliar topics. Able to speak with a great deal of fluency, grammatical accuracy, complex vocabulary and in an idiomatic fashion. Understands all forms and styles of speech and shows strong sensitivity to social and cultural references.</p>	<p>MEETS</p> <p><input type="checkbox"/></p>	<p>DOESN'T MEET</p> <p><input type="checkbox"/></p>
M4	<p><b>Education</b></p> <p>The Bidder must demonstrate that the proposed tutors has a university degree in linguistic, translation and or teaching from a recognized university.</p>	<p>MEETS</p> <p><input type="checkbox"/></p>	<p>DOESN'T MEET</p> <p><input type="checkbox"/></p>

**4.3 Point Rated Technical Criteria**

Proposals will be evaluated and scored in accordance with specific evaluation criteria detailed in this section.

The Bidder should provide all relevant details for each project listed including but not limited to:

- Project title and brief description of tasks
- duration in time (e.g. months; years) and dates;
- your roles and responsibilities;
- Project budget
- description of the work, including scope;

The Bidder must *provide sufficient detail to clearly demonstrate* how they meet each point-rated requirement below. Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered “demonstrated” for the purpose of this evaluation.

**NOTE: If the bidder’s technical proposal does not score (25/35) or more of the rated technical criteria, the bidder’s proposal will be deemed non-compliant.**

Point Rated Technical Criteria				
	Point-Rated Technical Evaluation Criterion	Points Breakdown	Maximum Points Attainable	Illustrated Compliance in Proposal
RT1	<p><b>Draft Work Plan</b></p> <p>The bidder should provide a comprehensive work plan that:</p> <ul style="list-style-type: none"> <li>• shows a logical organization of tasks to be completed and scheduling for the project as per the Statement of Work, including resources to be consulted; and</li> <li>• where applicable, provides details on team composition, the responsibilities of the team members and expected efforts per task (in person days); and</li> <li>• demonstrates that the level of effort is appropriate for the tasks outlined in the Statement of Work.</li> </ul>	<p><b>Points will be awarded as follows:</b></p> <p><b>20 points - Excellent Draft Work Plan:</b></p> <p>Realistic details and explanations of work phase definitions, activities, deadlines and deliverables resulting in a complete understanding of the work plan, its practicality, achievability and compliance to the statement of work. Level of effort is very well distributed amongst resource(s). The mitigation strategy presented offers a high likelihood of successful completion of the work.</p> <p><b>15 points - Solid Draft Work Plan:</b></p> <p>Sufficient detail presented on work phase definitions, activities, deadlines and</p>	20	



		<p>deliverables to provide a substantiated and rational plan whose likelihood of successful implementation is high. Level of effort is well distributed amongst resource(s). The mitigation strategy presented offers a reasonable assurance of successful completion of the work.</p> <p><b>10 points - Weak Draft Work Plan</b></p> <p>Incomplete and/or insufficient detail provided on work phase definitions, activities, deadlines and deliverables; some inconsistencies or lack of realism. Level of effort is acceptably distributed among resource(s). Only a superficial mitigation strategy is presented.</p> <p><b>0 points - Poor Draft Work Plan</b></p> <p>Either no work plan is submitted or, the work plan submitted has an absence or near absence of work phase definitions, specific activities, deadlines and deliverables; unrealistically presented methods/ outcomes/ outputs/timing. Level of effort is unrealistically divided between resource(s) or is not presented. No mitigation strategy or only a superficial mitigation strategy is presented.</p>		
<p><b>RT1</b></p>	<p>The Bidder should demonstrate they have relevant experience providing web based and/or online software services second language training within the past ten (10) years.</p>	<p><b>Points will be awarded as follows:</b></p> <p>0 project = 0 points 1 project = 5 points 2 projects = 10 points 3 projects = 15 points</p>		
<p align="right"><b>Maximum Points Available</b></p>			<p align="center">35</p>	
<p align="right"><b>Minimum Points Required</b></p>			<p align="center">25</p>	

**4.4. Contractor Selection Method Basis of Selection - Highest Combined Rating of Technical Merit 70% and Price 30%**

4.4.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Article 4 for the point rated technical criteria.

4.4.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.4.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): **PS<sub>i</sub> = LP / P<sub>i</sub> x 30**. P<sub>i</sub> is the evaluated price (P) of each responsive bid (i).

4.4.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): **TMS<sub>i</sub> = OS<sub>i</sub> x 70**. OS<sub>i</sub> is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Article 4, determined as follows: total number of points obtained / maximum number of points available.

4.4.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: **CR<sub>i</sub> = PS<sub>i</sub> + TMS<sub>i</sub>**

4.4.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Article 1.2 will be recommended for award of a contract.

4.4.7 The table below illustrates an example where the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

<b>Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	<b>88</b>	<b>82</b>	<b>92</b>
<b>Bid Evaluated Price</b>	<b>C\$60,000</b>	<b>C\$55,000</b>	<b>C\$50,000</b>
<b>Calculations</b>	<b>Technical Merit Points</b>	<b>Price Points</b>	<b>Total Score</b>
<b>Bidder 1</b>	88 / 100 x 70 = 61.6	50,000 / 60,000 x 30 = 24.99	86.59
<b>Bidder 2</b>	82 / 100 x 70 = 57.4	50,000* / 55,000 x 30 = 27.27	84.67
<b>Bidder 3</b>	92 / 100 x 70 = 64.4	50,000* / 50,000 x 30 = 30	94.4

\* represents the lowest evaluated price. In this example above, Bidder 3 is the Bidder that has obtained the highest combined rating of Technical Merit and Price.

## 5. FINANCIAL PROPOSAL

The Bidder must complete the following tables and supply the per diem rate in Canadian dollars that will be applicable to each resource and provide a detailed breakdown of the total quoted price that the Bidder plans to utilize to fulfill the requirements of the contract in the following format:

### 5.1 Pricing Schedule

#### 5.1.1 Subscription Based Online Second Language tool – (Table 1)

Online Subscription	Monthly Firm Rate	No. of Months	TOTAL
Online Subscription Second Language tool		12	

#### 5.1.2 Professional Services – (Table 2)

Resource Name and Role	Level of Effort	Firm per diem rate*	Total
Limitation of expenditure			

\* **Per Diem rates** are firm and all inclusive of overhead, profit and expenses such as travel and time to the NCR facilities.

**Please note the following:** Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days\_worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$Days\_worked = \frac{Hours\_Worked}{7.5\_hours\_per\_day}$$

#### 5.1.3 Direct Expenses (Table 3)

Other expenses	Amount	Mark-up	TOTAL
<p><b>Direct Expenses:</b> Materials, supplies, and other direct expenses incurred during the performance of the Work <b>at actual cost</b> with a Mark-up.</p> <p>All original supporting documentation is required for the reimbursement of all direct expenses and sub-contracts.</p>		_____ %	



**5.1.4 TOTAL**

<b>Online Subscription (Table 1)</b>	\$
<b>Professional Services (Table 2)</b>	\$
<b>Direct Expenses (Table 3)</b>	\$
<b>TOTAL (SUM OF ALL TABLES) – EVALUATED PRICE (EXCLUDING TAXES)</b>	\$
<b>Applicable Taxes</b>	
<b>Total</b>	

**5.2 – Option Periods**

**Option Period 1**

**5.2.1 Subscription Based Online Second Language tool – (Table 1)**

Online Subscription	Monthly Firm Rate	No. of Months	TOTAL
Online Subscription Second Language tool		12	

**5.2.2 Professional Services – (Table 2)**

Resource Name and Role	Level of Effort	Firm per diem rate*	Total
<b>Limitation of expenditure</b>			

**5.2.3 Direct Expenses (Table 2)**

Other expenses	Amount	Mark-up	TOTAL
<p><b>Direct Expenses:</b> Materials, supplies, and other direct expenses incurred during the performance of the Work <b>at actual cost</b> with a Mark-up.</p> <p>All original supporting documentation is required for the reimbursement of all direct expenses and sub-contracts.</p>		_____ %	
<b>Online Subscription (Table 1)</b>			\$
<b>Professional Services (Table 2)</b>			\$
<b>Direct Expenses (Table 3)</b>			\$
<b>TOTAL (SUM OF ALL TABLES) – EVALUATED PRICE (EXCLUDING TAXES)</b>			\$
<b>Applicable Taxes</b>			
<b>Total</b>			





**Option Period 2**

**5.3.1 Subscription Based Online Second Language tool – (Table 1)**

Online Subscription	Monthly Firm Rate	No. of Months	TOTAL
Online Subscription Second Language tool		12	

**5.3.2 Professional Services – (Table 2)**

Resource Name and Role	Level of Effort	Firm per diem rate*	Total
<b>Limitation of expenditure</b>			

**5.3.3 Direct Expenses (Table 3)**

Other expenses	Amount	Mark-up	TOTAL
<p><b>Direct Expenses:</b> Materials, supplies, and other direct expenses incurred during the performance of the Work <b>at actual cost</b> with a Mark-up.</p> <p>All original supporting documentation is required for the reimbursement of all direct expenses and sub-contracts.</p>		_____ %	
<b>Online Subscription (Table 1)</b>			\$
<b>Professional Services (Table 2)</b>			\$
<b>Direct Expenses (Table 3)</b>			\$
<b>TOTAL (SUM OF ALL TABLES) – EVALUATED PRICE (EXCLUDING TAXES)</b>			\$
<b>Applicable Taxes</b>			
<b>Total</b>			

**Option Period 3**

**5.4.1 Subscription Based Online Second Language tool – (Table 1)**

Online Subscription	Monthly Firm Rate	No. of Months	TOTAL
Online Subscription Second Language tool		12	



5.4.2 Professional Services – (Table 2)

Resource Name and Role	Level of Effort	Firm per diem rate*	Total
Limitation of expenditure			

5.4.3 Direct Expenses (Table 3)

Other expenses	Amount	Mark-up	TOTAL
<p><b>Direct Expenses:</b> Materials, supplies, and other direct expenses incurred during the performance of the Work <b>at actual cost</b> with a Mark-up.</p> <p>All original supporting documentation is required for the reimbursement of all direct expenses and sub-contracts.</p>		_____ %	
<b>Online Subscription (Table 1)</b>			\$
<b>Professional Services (Table 2)</b>			\$
<b>Direct Expenses (Table 3)</b>			\$
<b>TOTAL (SUM OF ALL TABLES) – EVALUATED PRICE (EXCLUDING TAXES)</b>			\$
Applicable Taxes			
Total			

Option Period 4

5.5.1 Subscription Based Online Second Language tool – (Table 1)

Online Subscription	Monthly Firm Rate	No. of Months	TOTAL
Online Subscription Second Language tool		12	

5.5.2 Professional Services – (Table 2)

Resource Name and Role	Level of Effort	Firm per diem rate*	Total
Limitation of expenditure			

5.5.3 Direct Expenses (Table 3)

Other expenses	Amount	Mark-up	TOTAL
<b>Direct Expenses:</b> Materials, supplies, and other direct expenses incurred during the performance of the Work <b>at actual cost</b> with a Mark-up.  All original supporting documentation is required for the reimbursement of all direct expenses and sub-contracts.		_____ %	
<b>Online Subscription (Table 1)</b>			\$
<b>Professional Services (Table 2)</b>			\$
<b>Direct Expenses (Table 3)</b>			\$
<b>TOTAL (SUM OF ALL TABLES) – EVALUATED PRICE (EXCLUDING TAXES)</b>			\$
<b>Applicable Taxes</b>			
<b>Total</b>			

5.6 The Bidder's financial proposal must be submitted in Canadian Funds, GST/HST excluded, FOB Destination, customs duties and excise tax included.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable. The price of bids will be evaluated in Canadian dollars, Goods and Services Tax (GST) excluded FOB destination, Customs duties and Excise taxes included.

**NOTE: Prices must only appear in the Financial Bid and in no other part of the bid  
Bidders should note the basis of payment is defined in Part 7 – Resulting Contract Clauses**

**The Bidder's financial proposal must be submitted in Canadian Funds, GST/HST excluded, FOB Destination, customs duties and excise tax included. The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable. The price of bids will be evaluated in Canadian dollars, Goods and Services Tax (GST) excluded. FOB destination, Customs duties and Excise taxes included.**



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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

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.

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 Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

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.

#### 5.2.1 Integrity Provisions – Required Documentation

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

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.



### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.2 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

#### **5.2.3.3 Rate or Price Certification**

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.



## **PART 6 – SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

This document is UNCLASSIFIED, however;

The Contractor shall treat as PROTECTED, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy;

The contract personnel requiring casual access to the installation site do not require a security clearance but will be required to be escorted at all times



## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the bidder's technical proposal in response to RFP 1000345256.

### **7.2 Standard Clauses and Conditions**

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

#### **7.2.1 General Conditions**

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### **7.2.2 Supplemental General Conditions**

4006 – (2010-08-16) - Contractor to Own Intellectual Property Rights in Foreground Information

### **7.3 Security Requirements**

This document is UNCLASSIFIED, however;

The Contractor shall treat as PROTECTED, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy;

The contract personnel requiring casual access to the installation site do not require a security clearance but will be required to be escorted at all times.

### **7.4 Term of Contract**

#### **7.4.1 Period of the Contract**

The Work is to be performed from the date of contract award for a period of one (1) year, plus four (4) one-year irrevocable option allowing Canada to extend the term of the contract.

### **7.5 Authorities**

#### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Nancy Savaria  
Senior Procurement and Contracting Officer  
Canada Border Services Agency  
355 N. River Road, 17<sup>th</sup> floor  
Ottawa, Ontario, K1A 0L8



Tel: 343-291-5693  
Email: [nancy.savaria@cbsa-asfc.gc.ca](mailto:nancy.savaria@cbsa-asfc.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.

**7.5.2 Project Authority**

The Project Authority for the Contract is:

*To be identified at Contract award.*

Name of Project Authority  
Title  
Department  
Branch / Directorate  
Address  
Telephone:  
Facsimile:  
E-mail address:

In its absence, the Project Authority is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work 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.

**7.5.3 Contractor's Representative**

*To be determined.*

Name of Contractor's Representative  
Title  
Telephone:  
Facsimile:  
E-mail address:





## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.7 Payment

### 7.7.1 Basis of Payment – Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are \_\_\_\_\_ (insert "included", "excluded" or "subject to exemption") and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work 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 approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. 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.

### 7.7.2 Method of Payment

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.
- d. Direct Expenses will be paid at actual cost with mark-up, upon submission of an itemized statement supported by receipt vouchers

### 7.7.3 Payment Period

- 7.7.3.1 Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section entitled Interest on Overdue Accounts of the general conditions.



7.7.3.2 . If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

## 7.8 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department  
C6000C (2007-05-25) Limitation of Price  
A9014C (2006-06-16) Specific person(s)

## 7.9 Invoicing Instructions

7.9.1 The Contractor must submit invoices in accordance with the information required in Section 12 of 2035, General Conditions – Higher Complexity – Services.

7.9.2 An invoice for a single payment cannot be submitted until all Work identified on the invoice is completed.

7.9.3 Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;

7.9.4 In the ongoing efforts of being a department that contributes to the greening initiative, as well as to improve our efficiencies when processing invoices, Canada Border Services Agency is moving towards receiving all invoices electronically from vendors. We ask, where possible, that vendors send their invoices electronically and do not send their invoices in paper format through regular postal mail services.

Email address: [to be inserted at contract award](#)

## 7.10 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 7.11. Discretionary Audit

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.



If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract. If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

### 7.12 Time Verification

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

### 7.13 Certifications and Additional Information

#### 7.13.1 Compliance

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.

### 7.14 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

### 7.15 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) the supplemental general conditions - 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) 2035 (2018-06-21) - General Conditions – Higher Complexity -Services
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_.

### 7.16 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

**OR**

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)



## 7.17 Insurance

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.



## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **1. Title**

Provision of an online Second Languages Training and Tutoring Services for Border Service Officers (BSO) of the Canada Border Services Agency

#### **2. Background**

The Canada Border Services Agency's (CBSA) Official Languages School administers second official languages training for CBSA employees. The official language training programs are designed to ensure the CBSA's compliance with Government of Canada Official Languages (OL) Policies. As such, second official language training enables CBSA employees to obtain the level required for their positions on the Second Language Evaluation (SLE) administered by the Public Service Commission, to develop their second official language skills, to retain their acquired skills, and to improve the use of their second language in the workplace.

The CBSA has operations across the country and operates in a 24 hours a day / 7 days a week / 365 days a year environment making the more traditional classroom-based programs not possible. An online self-training approach supplemented by one-on-one tutoring via teleconference is best suited for a portion of our employees.

#### **3. Objective**

The objective is to provide a technology-based training approach using online software supplemented by one-on-one tutoring via teleconference / virtual classroom for part-time second official language training, in French and English to BSO's to:

- ensure that clients can be served in the official language of their choice;
- ensure the quality of our services in both official languages;
- promote the use of both official languages in the workplace; and
- establish a bilingual workplace.

#### **4. Scope of Work**

The solution is to comprise of the following:

- a subscription-based training delivered via web portal accessible for all CBSA employees;
- a tutor-led training delivered by telephone, not excluding possible in-person or virtual classroom;
- a language proficiency level evaluation delivered by a web portal and ongoing evaluation on student's progress;



- an on-site, virtual or tutor-led SLE preparation coaching; and possible virtual lunch and learn sessions for oral maintenance.

The propose solution must also comply with the following principles:

The second language training must be provided at the levels A, B, and C in accordance with the Government of Canada Qualification Standards in Relation to Official Languages (<http://www.tbs-sct.gc.ca/gui/squn03-eng.asp>).

The estimated number of students per year is 75 in the following regions:

- Pacific
- Prairie
- Ontario (outside the National Capital Region)
- National Capital Region - Headquarters
- Quebec
- Atlantic

Each students must complete three (3) hours of online self-learning before receiving tutoring services.

## 5. Tasks

5.1 Within three (3) days of contract award, the Contractor must attend a kick-off meeting with the Project/or Technical Authority (PA/TA) to discussed the overall requirement and proposed work plan. The meeting will take place at one of the CBSA's facilities in Ottawa, Ontario or by telephone conference;

5.2 Five (5) days after the kick-off meeting, the Contractor will submit an updated work plan as required as discussed during the kick-off meeting;

5.3 Once the PA/TA approves the work plan, the contract must initiate the following:

### Course Design

5.4 The CBSA requires a solution that comprises but not limited to the following:

- 5.4.1 Provide a subscription-based training delivered via a web portal;
- 5.4.2 Provide a tutor-led training delivered in virtual classroom and by telephone
- 5.4.3 Provide a language proficiency level evaluation delivered by a web portal;
- 5.4.4 Provide SLE preparation course;
- 5.4.5 Provide virtual SLE preparation course;
- 5.4.6 Provide tutor-led SLE preparation session; and
- 5.4.7 Provide virtual lunch and learn sessions for oral maintenance



## Web Portal

- 5.5 The subscription web portal must deliver, enable and support bilingual language training;
- 5.6 The web portal must enable users to maintain and improve their language skills in accordance with the Government of Canada Qualifications Standards in Relation to Official Languages;
- 5.7 The web portal must be able to run and function properly within the technical environment described in section 8 including any laptop, desktop or server;
- 5.8 The web portal must provide language training content at the levels A, B, and C in accordance with the Government of Canada Qualification Standards in Relation to Official Languages;
- 5.9 The web portal must enable users to start their training at the appropriate proficiency level based on the Government of Canada Qualification Standards in Relation to Official Languages;
- 5.10 The web portal must enable users to prepare individually for Second Language Evaluation tests (English and French) prescribed by the Public Service Commission of Canada.
- 5.11 The web portal must be available 24 hours a day/ 7 days a week/365 days a year;
- 5.12 The web portal must enable users to register and provide personal data in an automated and secure environment;
- 5.13 The web portal must enable customization of access rights and grouping of users;
- 5.14 The web portal must enable users to access their personal profile via a password, including their training schedule (number of hours of training per week and the course schedule with the tutor);
- 5.15 The web portal must enable administrators to monitor activities and usage of all users;
- 5.16 The web portal must enable administrators to download usage reports;
- 5.17 The web portal must enable administrators to track the hours billed for any training session and enable administrators to download invoices;
- 5.18 The web portal must ensure the security of personal data and information.



## **Tutor Service**

- 5.19 Tutoring services must deliver, enable and support bilingual language training in French and English in accordance with the Government of Canada Qualification Standards in Relation to Official Languages;
- 5.20 Tutoring services must enable students to maintain and improve their language skills in accordance with Government of Canada Qualifications Standards in Relation to Official Languages;
- 5.21 Tutoring services must be delivered on an as and when requested basis, in person, in virtual classroom and/or by telephone.
- 5.22 Telephone tutoring must be provided on an individual basis;
- 5.23 Tutoring services must be available 7 days per week, between 6 am and 12:00 a.m. (Midnight) EST/EDT;
- 5.24 Tutoring services must be delivered by instructors who are able to speak, read and write fluently in French and English
- 5.25 Tutors must provide one (1) hours of tutoring services per student after the students has completed three (3) hours of online self-learning.

## **Proficiency Level Evaluation Criteria**

- 5.26 The Contractor must evaluate, online or by telephone, each user to determine their proficiency level for each of the three language skills (written comprehension in the second official language; written expression in the second official language; and / or oral proficiency in the second official language) according to the Government of Canada Qualification Standards in Relation to Official Languages (<http://www.tbs-sct.gc.ca/gui/squn03-eng.asp>);
- 5.27 Once the evaluation is completed, the Contractor must submit the results to the administrator and provide a training plan tailored to the proficiency level of each user (levels A, B, or C and the estimated number of hours of training).

## **Course Delivery**

- 5.28 The Supplier must offer equitable access to French and English second language training through innovative and intelligent language instruction software with flexible options for one-on-one tutoring (by phone or in person) and group learning opportunities with qualified language teachers. The second language training must be flexible to accommodate different employee schedules.

## **Reporting**

- 5.29 The supplier must be able to provide detailed attendance and progress reports.
- 5.30 Distribute and ask each student to fill out the satisfaction forms at the end of their training;





## 6. Deliverables

The Contractor must submit the following deliverables:

- 6.1 A work plan;
- 6.2 Course design;
- 6.3 Subscription based second language training for 75 employees;
- 6.4 Course materials;
- 6.5 Monthly detailed attendance and progress reports;
- 6.6 Student's completed satisfaction forms.

## 7. Format of Deliverables

The CBSA representative will identify the format in which the deliverables must be submitted.

The contractor may be required to present the deliverables in the following formats:

- Electronic copy (MS Office, PDF etc.)

## 8. Technical Environment

The online software must run and function properly when implemented in the technical environment described below:

### **Browsers:**

Microsoft Internet Explorer 10+

### **Browser plugin**

Flash Player: minimum v10

### **Operating Systems**

Windows XP or later

Android 5.0 or later (Tablet)

iOS 8 (Tablet)

## 9. Constraints

9.1 The web portal server must be hosted in Canada;

9.2 The contractor must advise CBSA in writing for any down time maintenance of the web portal within 48 hours;

9.3 In the event of an unforeseen server outage, the contractor must advise CBSA in writing immediately;

9.4 When tutoring services are provided online, by telephone or in-person, the Contractor must bear the costs for calls and any other costs associated with the delivery of online services (tutor calls the candidate);

9.5 In the event of an absence or unforeseen circumstances, the contractor must be able to replace the instructor with the minimum qualifications;



9.6 The contractor must provide technical assistance for the online software at no additional cost to the CBSA.

### **10. Language of Work**

All work will be carried out in both official languages (English and French). Consequently, every resource must be fluent in English and French and must be able speak, read and write without any assistance and with minimal errors.

### **11. Location of Work**

The work is to be performed remotely at the Contractor's facilities.

### **12. Travel**

Canada will not accept any travel and/or living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract. No travel outside of the National Capital Region (NCR) is anticipated in the performance of the activities described in this Statement of Work.



Solicitation No. - N° de l'invitation  
1000345256

Amd. No. - N° de la modif.

Nom de l'acheteur - Buyer name  
Nancy Savaria

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**ANNEX "B"**

**BASIS OF PAYMENT**

*To be inserted at contract award*