



**Request for Standing Offer (RFSO):  
01B46-19-017**

**FOR THE PROVISION OF  
*LANGUAGE TRAINING SERVICES***

**FOR  
*AGRICULTURE AND AGRI-FOOD CANADA***  
Offices at 93 Stone Road West and 174 Stone Road  
West in Guelph, Ontario.

**Tenders must be received by: 2:00 PM, Eastern  
Daylight Time**

**On June 28, 2019 at the following  
address:**

**Agriculture and Agri-Food Canada**

Corporate Management Branch  
Assets Team – Eastern Service Centre  
**TENDER RECEIVING UNIT**  
2001 Robert-Bourassa Blvd, Suite 671-TEN  
Montreal, QC  
H3A 3N2

**Note: Tenders received at a location other than this one will be rejected.**



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## **GENERAL INFORMATION**

### **1.0 PROJECT SUMMARY**

Agriculture and Agri-Food Canada (AAFC) has a requirement for Professional Services to provide French Second Language Training to its employees in Guelph, Ontario. The training may be either full or part-time, in group or one-on-one sessions at AAFC premises.

The objective of second language training is to help employees attain/maintain the following levels in their second language:

- a) Levels B and/or C in Oral Proficiency;
- b) Levels B and/or C in Reading Comprehension; and
- c) Levels B and/or C in Written Expression.

### **1.1 Standing Offer Summary**

- 1.1.1 The purpose of this Request for Standing Offer (RFSO) is to issue Departmental Individual Standing Offer (DISO) to obtain the services described in the Statement of Work - Appendix "B", at AAFC offices at 93 Stone Road West and 174 Stone Road West in Guelph, Ontario.
- 1.1.2 The period of the Standing Offer will be of one (1) calendar year with the possibility to extend the Standing Offer for four (4) additional one (1) year periods.
- 1.1.3 The total estimated budget for the SOs will be \$ 20 000.00 per year for (Goods and Services tax or Harmonized sales tax not included) including years of option.

### **2.0 SECURITY REQUIREMENTS**

No security requirement associated with the work.

### **3.0 INTERPRETATION**

In the Request for Standing Offer "RFSO",

- 3.1 "Canada", "Crown", "Her Majesty", "the Government" or "Agriculture and Agri-Food Canada" or "AAFC" means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;
- 3.2 "Call-up", "Contract" means an order issued by an Identified User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Offeror for the goods, services or both described in the Call-up;



- 3.3 "Identified User" means a person or entity identified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer;
- 3.4 "Standing Offer" means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;
- 3.5 "Offeror", "Contractor" means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;
- 3.6 "Minister" means the Minister of Agriculture and Agri-Food or anyone authorized to act on his/her behalf;
- 3.7 "Proposal" means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;
- 3.8. "Bidder" means a person or entity submitting a Proposal in response to this RFSO;
- 3.9 "Work" means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFSO.



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## **PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS**

### **1.0 CONTRACTUAL CAPACITY**

- 1.1 The Bidder must have the legal capacity to enter into legally binding contracts. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business and the country where the controlling interest/ownership of the organization is located as per Appendix E of this RFSO.

### **2.0 ACCEPTANCE OF TERMS AND CONDITIONS**

- 2.1 Agriculture and Agri-Food Canada will only consider Proposals which accept Agriculture and Agri-Food Canada's terms and conditions.
- 2.2 The General Conditions attached in Appendix A and those set out in Part 3 of this RFSO shall form part of any Call-ups against a Standing Offer.

### **3.0 INCURRING COST**

- 3.1 The cost to prepare the Proposal will not be reimbursed by Agriculture and Agri-Food Canada.
- 3.2 No cost incurred before receipt of a signed Call-up or specified written authorization from the Contracting Authority can be charged to any Resulting Contract.

### **4.0 ENQUIRIES - SOLICITATION STAGE**

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named at Part 3A, section 5 of the RFSO. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 4.2 Enquiries and issues must be received by the Contracting Authority no later than **five (5) business days prior to the solicitation closing date** specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 4.3 To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all Bidders any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.



- 4.5 Meetings will not be held with individual bidders prior to the closing date/time of this RFSO, unless otherwise specified.
- 4.6 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work, Appendix B.

#### **4.7 Requests for Standing Offer amendment(s)**

Any modifications to this RFSO will be made through an amendment which will be posted publicly via Buyandsell.gc.ca.

### **5.0 RIGHTS OF CANADA**

- 5.1 Canada reserves the right to:
1. Accept any Proposal in whole or in part, without prior negotiation;
  2. Reject any or all Proposals received in response to this RFSO;
  3. Cancel and/or re-issue this RFSO at any time;
  4. Ask the Bidder to substantiate any claim made in the Proposal;
  5. Enter into negotiations with one or more Bidders on any or all aspects of their Proposals;
  6. Award one or more Standing Offers;
  7. Retain all Proposals submitted in response to this RFSO.

### **6.0 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES**

- 6.1 In Canada's experience, bidders will from time to time propose prices at the time of bidding that they later refuse to honour, on the basis that these prices do not allow them to recover their own costs and/or make a profit. When evaluating the prices for professional services bid, Canada may, but will have no obligation to, require price support for any prices proposed. Examples of price support that Canada would consider satisfactory include:
1. documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided under a resulting contract, and the fees charged are equal to or less than the price offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
  2. a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under a resulting contract where the amount payable under that contract by the Bidder to the resource is equal to or less than the price bid;
  3. a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a price that is equal to or less than the price bid; or



4. details regarding the salary paid to and benefits provided to the individuals employed by the Bidder to provide services, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the prices bid, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the prices it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the prices bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the prices bid, Canada may, at their sole discretion declare the bid non-compliant.

## **7.0 MANDATORY CLAUSES**

- 7.1 Where the words “**must**”, “**shall**” or “**will**” appear in this RFSO, the clause is to be considered as a mandatory requirement.

## **8.0 DEBRIEFING**

- 8.1 After Standing Offer award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority. The debriefing may be in writing, by telephone or in person at the discretion of the Contracting Authority.

## **9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN**

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





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## **PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES**

### **1.0 APPLICABLE LAWS**

- 1.1 The Standing Offer and the Call-ups shall be interpreted and governed, and the relations between the parties, determined by the laws in force in the Province of Ontario.
- 1.2 In their bid submission, bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by deleting the Canadian province specified in the previous paragraph and inserting the Canadian province or territory of their choice. If no change is made, the bidder acknowledges the applicable law specified is acceptable to the Bidder.

### **2.0 SUBMISSION OF PROPOSAL**

- 2.1 Proposals must be submitted in hard copy as described in Article 3.0.  
  
Due to the nature of this RFSO electronic transmission of proposal by such means as electronic mail or facsimile to the Department of Agriculture and Agri-Food is not considered to be practical and therefore will not be accepted.
- 2.2 The proposal **MUST** be delivered to and received by the Contracting Unit no later than the **date and time indicated on the cover page of this RFSO**. The outside of the envelope containing the proposal should include the RFSO number found on the cover page of the RFSO.
- 2.3 The onus for submitting proposals on time at the specified location rests with the Bidder. It is the Bidder's responsibility to ensure correct delivery of their proposal to the Contracting Authority.
- 2.4 The Bidders are advised that, due to security measures for building visitors, arrangements should be made in advance with the Contracting Authority for any planned in-person delivery of a proposal. Failure to do so may result in late receipt of a proposal.
- 2.5 Proposals submitted in response to this RFSO will not be returned.



**3.0 PROPOSAL PREPARATION INSTRUCTIONS**

3.1 The proposal **must** be structured in **THREE SEPARATE ENVELOPES** as indicated below:

Section 1	Technical Proposal (with no reference to price)	1 original hard copy
Section 2	Financial Proposal	1 original hard copy
Section 3	Certifications	1 original hard copy

3.2 The Bidder may **submit a proposal in either official language.**

3.3 Each copy of the proposal is to include the Bidder’s legal entity name, the name of the Bidder’s contact, address, telephone number, facsimile number, email address and the RFSO Number.

**4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)**

4.1 In the Technical Proposal, the Bidder should demonstrate how he will meet the requirements of the **Evaluation Procedures and Criteria, Appendix D.**

4.2 Security Requirements

No security requirement associated with the work.

**5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)**

The Bidder must complete and sign Appendix C, Financial Proposal.

**Prices shall not appear in any area of the proposal except in the Financial Proposal.**

5.1 The Bidder may revise his/her tender by facsimile, or letter provided it is received before the RFSO Closing Time.

However, any indication of price modification shall not reveal the amount of the original or the revised total price.

**6.0 CERTIFICATION REQUIREMENTS (Section 3)**

In order to be awarded a Standing Offer, the certifications attached in **Appendix E** will be required. The certifications should be submitted with the proposal. Canada may declare a bid non-responsive if the certifications are not submitted or completed as required. Where Canada intends to reject a proposal pursuant to this paragraph, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time frame period will render the proposal non-responsive.



Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada. The Contracting Authority shall have the right to ask for additional information to verify that the Bidder is compliant with the applicable certifications before and after award of a Standing Offer. Any certification made by the Bidder that is determined to be untrue, whether made knowingly or unknowingly, or any failure to comply with the certifications or comply with the request of the Contracting Authority for additional information, will render the bid non-responsive.

## **7.0 EVALUATION PROCEDURES**

- 7.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Appendix D**. Proposals received will be compared separately against the evaluation criteria identified therein for the total requirement described in this RFP and in conjunction with the accompanying Statement of Work (**Appendix B**).
- 7.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Proposals on behalf of Canada.
- 7.3 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:
- a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
  - b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
  - c) request, before award of any Standing Offer, specific information with respect to bidders' legal status;
  - d) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
  - e) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.



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## **PART 3: STANDING OFFER AND CALL-UPS TERMS AND CONDITIONS**

### **A. STANDING OFFER**

#### **1.0 OFFER**

- 1.1 The contractor will provide the services identified in Statement of Work, Appendix B

#### **2.0 SECURITY REQUIREMENTS**

No security requirement associated with the work.  
Unscreened personnel will be escorted.

#### **3.0 STANDING OFFER'S GENERAL CONDITIONS**

##### 3.1 General

The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any goods, services or both listed in the Standing Offer. The Offeror understands and agrees that Canada has the right to procure the goods, services or both specified in the Standing Offer by means of any other contract, standing offer or contracting method.

##### 3.2 Offer

1. The Offeror offers to provide and deliver to Canada the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Identified User may request such goods, services or both, in accordance with the conditions listed at subsection 2 below.
2. The Offeror understands and agrees that:
  - a. a call-up against the Standing Offer will form a contract only for those goods, services, or both, which have been called-up, provided that such Call-up is made in accordance with the provisions of the Standing Offer;
  - b. Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
  - c. Canada may require that the purchase of goods, services or both listed in the Standing Offer be made using an electronic purchasing tool. Canada will provide the Offeror at least three (3) months' notice before imposing such a requirement;
  - d. the Standing Offer cannot be assigned or transferred in whole or in part;



- e. the Standing Offer may be set aside by Canada at any time.

### 3.3 Call-ups

If applicable, Identified Users will use the form specified in the Standing Offer to order goods, services or both. Goods, services or both may also be ordered by other methods such as telephone, facsimile or electronic means. With the exception of call-ups paid for with a Government of Canada acquisition card (credit card), call-ups made by telephone must be confirmed in writing on the document specified in the Standing Offer.

Call-ups against the Standing Offer paid for with the Government of Canada acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

### 3.4 Withdrawal

In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than thirty (30) days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. The thirty (30) days' period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all call-ups which are made before the expiry of that period.

### 3.5 Revision

The period of the Standing Offer may only be extended, or its usage increased, by the Standing Offer Authority issuing a revision to the Standing Offer in writing.

### 3.6 Disclosure of Information

The Offeror agrees to the disclosure of its standing offer unit prices or rates by Canada, and further agrees that it will have no right to claim against Canada, the Identified User, their employees, agents or servants, or any of them, in relation to such disclosure.

## **4.0 TERM OF STANDING OFFER**

### **4.1 Period of the Standing Offer**

The period for making call-ups and providing services against the Standing Offer is from July 1, 2019 to June 30, 2020.

### **4.2 Extension of Standing Offer**

Contractor grants to Canada the irrevocable option to extend the duration of the Standing Offer by up to four (4) additional one (1) year periods under the same terms and conditions.



- 4.2.1 Canada may exercise this option at any time by sending a notice to the Contractor prior to the Standing Offer expiry date.
- 4.2.2 The Contractor agrees that, during the extended period of the Standing Offer resulting from Canada's exercise of its option, the cost will be in accordance with the provisions in Appendix C of the Standing Offer.
- 4.2.3 The option may only be exercised by the Contracting Authority and will be evidenced for administration purposes only, through a written Standing Offer amendment.

## **5.0 STANDING OFFER AUTHORITY**

- 5.1 The Standing Offer Authority is:

Jean-François Lemay  
Procurement Officer  
Agriculture and Agri-Food Canada  
2001 Robert-Bourassa , Room 671-TEN,  
Montréal, Qc H3A 3N2  
Tel.: 514-315-6196  
Fax: 514-283-1918  
E-mail: [jean-francois.lemay@canada.ca](mailto:jean-francois.lemay@canada.ca)

- 5.2 The Contracting Authority (or authorized representative) is responsible for the management of the Standing Offer. Any changes to the Standing Offer and the Call-ups must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Call-up based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

## **6.0 PROJECT AUTHORITY**

- 6.1 The Project Authority for the Standing Offer is:

*The contact information for the Project Authority will be provided at time of Standing Offer award.*

- 6.2 The Project Authority, or authorized representative, is responsible for:

1. All matters concerning the technical content of the Work under the Standing Offer;
2. Defining any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Standing Offer amendment issued by the Contracting Authority;
3. Inspection and acceptance of all Work performed as detailed in the Statement of Work and;
4. Review and approve all invoices submitted.



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## 7.0 CONTRACTOR REPRESENTATIVE

7.1 The Contractor Representative for the Standing Offer is:

*The contact information for the Contractor Representative will be provided at time of Standing Offer award.*

7.2 The duties and responsibilities of the Contractor Representative shall include the following:

1. Responsible for the overall management of the Standing Offer and Call-ups;
2. Ensure that the Call-ups is administered in accordance with the terms and conditions of the Standing Offer;
3. Act as a single point of contact to resolve any contractual disputes that may arise. The Contract Representative must have direct access to the level of management within the Contractor's organization vested with the decision-making authority for contractual matters;
4. Shall be established as the only recognized individual from the Contractor's organization to speak on behalf of the Contractor for purposes of Contract management;
5. Monitor all resources that are providing services/deliverables in accordance with the Standing Offer;
6. Liaise with the Project Authority on all matters concerning technical aspects of the Work and performance of its resources; and
7. Manage the transition of any potential resource(s) turnover during the period of the Work.

## 8.0 CALL-UP PROCEDURE

Prior to the issuance of each call-up required for the performance of any requested job, the Project Authority will request a price quote from the Contractor.

On this price quote, that will be based on the Standing Offer's Basis of Payment in Appendix C, the Contractor will clearly identify:

1. A reference number for the work to be performed
2. The work the Contractor will be performing as per Project Authority's request
3. The applicable price per hour and required number of hours;

The Contractor will specify the reference number of the price quote that was provided on all invoices.

The Contractor will provide a price for all work to be performed plus HST when applicable.

Once contacted and requirement identified

The Work will be authorized or confirmed by an AAFC Contracting Officer using a Call-up Against a Standing Offer.



## 9.0 LIMITATION OF CALL-UPS

Individual call-ups against the Standing Offer must not exceed \$ 20 000.00 (Applicable Taxes included).

## 10.0 FINANCIAL LIMITATION

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the annual sum of \$ 20 000.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

## 11.0 PRIORITY OF DOCUMENTS

11.1 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.

1. the call up against the Standing Offer, including any annexes;
2. the articles of the Standing Offer;
3. The Statement of Work, Appendix B hereof;
4. The General Conditions, Appendix A hereof;
5. Basis of Payment, Appendix C hereof;
6. Certification Requirements, Appendix E
7. Request for Standing Offer number 01B46-19-017;
8. Contractor's Proposal dated *(to be inserted at Standing Offer award)*.

## 12.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFSO,

12.1 "Material" means anything that is created or developed by the Contractor as part of the Work under Call-ups, and in which copyright subsists, but does not include computer programs and related software documentation.

12.2 Agriculture and Agri-Food Canada has determined that any intellectual property arising from the performance of the Work under call-ups will vest in Canada, on the following grounds:

**Pursuant to 6.5 of the Treasury Board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts**, Canada has opted to own the intellectual property rights in any Material subject to copyright that is created or developed as part of the Work, with the exception of computer software or any documentation pertaining to such software.





### **13.0 REPLACEMENT OF PERSONNEL**

- 13.1. The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.
- 13.2 Should the Contractor at any time be unable to provide their services, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience as stated in **the Evaluation Procedures and Criteria, Appendix D.**
- 13.3 The Contractor shall propose replacement personnel for the Project Authority's review within 5 working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.
- 13.4 Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.
- 13.5 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.
- 13.6 The resources assigned for the Standing Offer will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the Statement of Work. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Standing Offer clauses included in or referenced in the RFSO.
- 13.7 In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Standing Offer.

### **14.0 DAMAGE TO OR LOSS OF CROWN PROPERTY**

- 14.1 The Contractor shall reimburse Canada any cost or expenses due to the damage to or loss of Crown-owned property resulting from the Call-up or the carrying out



thereof, or shall, upon reasonable notice, promptly repair such damage or substitute such loss to Canada's satisfaction.

## **15.0 MANDATORY CERTIFICATIONS**

15.1 Compliance with the certifications the Contractor has provided Canada is a condition of the Standing Offer and Call-ups and subject to verification by Canada during the entire period of the Standing Offer. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, the Minister shall have the right, pursuant to the default provisions of the Call-ups, to terminate the Standing Offer and Call-ups for default.

## **16.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT**

16.1 Access to the following Canada facilities, equipment, documentation and personnel may be required during the Standing Offer period in order to perform the Work:

(a) AAFC's premises;

16.2 Subject to the approval of the Project Authority, arrangements will be made for the Standing Offeror to access the required facilities, equipment, documentation and personnel.

16.3 There will be, however, no day-to-day supervision of the Contractor's activities or control of hours of work by the Project Authority.

## **17.0 NON-PERMANENT RESIDENT *(the non-applicable clause will be deleted at Standing Offer award)***

### **17.1 (CANADIAN CONTRACTOR)**

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 Standing Offer, 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.

### **17.2 (FOREIGN CONTRACTOR)**

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Standing Offer. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Standing Offer, 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 any Call-ups in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.



## **B.     RESULTING CALL-UPS CLAUSES**

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

### **1.0    STATEMENT OF WORK**

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

### **2.0    CALL-UPS GENERAL CONDITIONS**

2.1    The General Conditions attached in **Appendix A** shall form part of any Resulting Contract.

### **3.0    TERM OF CALL-UP**

#### **3.1    Period of the Call-up**

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

### **4.0    BASIS OF PAYMENT**

4.1    For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with the Basis of Payment, Appendix C for Work performed pursuant to the Call-up.

### **5.0    METHOD OF PAYMENT**

5.1    Payment will be made **no more than once per month for actual days of service incurred**, following the submission of all invoicing documentation as specified in Article 7.0, in accordance with the terms herein this Call-up and acceptance by the Departmental Representative.

### **6.0    DIRECT DEPOSIT**

The Contractor agrees to receive payment through direct deposit to a financial institution.

Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada *Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)*.

Additional information is available at:  
[www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html](http://www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html)



## **7.0 INVOICING INSTRUCTIONS**

- 7.1 Payment will only be made pursuant to the general conditions specified in the Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Call-up.
- 7.2 In addition to Appendix A, Article 17, invoices must be submitted on the Contractor's own invoice form and must be prepared to show:
- a) a copy of timesheets signed by students to support the time claimed;
  - b) *a copy of the monthly progress report.*
- 7.3 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Part 3A, Article 6.0.

## **8.0 INSURANCE REQUIREMENTS**

- 8.1 The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Call-up 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 Call-up.

## APPENDIX A

### GENERAL CONDITIONS

#### GC1. INTERPRETATION

1.1 In the contract,

1.1 "Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

1.2 "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada; "Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

1.3 "Minister" means the Minister of Agriculture and Agri-Food Canada or anyone authorized;

1.4 "Party" means Canada, the Contractor, or any other signatory to the contract and "Parties" means all of them;

1.5 "Work" unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

#### GC2. Powers of Canada

All rights, remedies and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

#### GC3. General Conditions

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

#### GC4. Conduct of the Work

4.1 The Contractor represents and warrants that:

- (a) It is competent to perform the Work;
- (b) It has the necessary qualifications, including knowledge, skill and experience, to perform the Work, together with the ability to use those qualifications effectively for that purpose; and
- (c) It has the necessary personnel and resources to perform the Work.

4.2 Except for government property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labor and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.

4.3 The Contractor shall:

- (a) Carry out the Work in a diligent and efficient manner;
- (b) Apply as a minimum, such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
- (c) Ensure that the Work:
  - (1) is of proper quality, material and workmanship;
  - (2) Is in full conformity with the Statement of Work; and
  - (3) Meets all other requirements of the Contract.

4.4 Notwithstanding acceptance of the Work or any part thereof, the Contractor warrants that the Work shall be of such quality as to clearly demonstrate that the Contractor has performed the Work in accordance with the undertaking in subsection 4.3.

**GC5. Inspection and Acceptance**

5.1 The Work will be subject to inspection by Canada. Should any part of the Work whether it be a report, document, good or service not be in accordance with the Contract or not be done to the satisfaction of the Canada, as submitted, Canada will have the right to reject it or require its correction at the sole expense of the Contractor before making payment.

5.2 The Contractor will be in default of the Contract if the Work is rejected by Canada or if he fails to correct the Work within a reasonable delay.

**GC6. Amendments and Waivers**

6.1 No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of Canada and of the Contractor.

6.2 While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the representatives of Canada, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with subsection 6.1.

6.3 No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.

6.4 The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed to be a waiver of any subsequent breach.

**GC7. Time of the Essence**

It is essential that the Work be performed within or at the time stated in the Contract.

**GC8. Excusable delay**

8.1 Any delay by the Contractor in performing the Contractor's obligations under the Contract which occurs without any fault or neglect on the part of the Contractor its subcontractors, agents or employees or is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay.

8.2 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Minister, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and Endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

8.3 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that might have constituted an excusable delay shall be deemed not to be an excusable delay.

8.4 If an excusable delay has continued for thirty (30) days or more, Canada may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the excusable delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

8.5 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any cost incurred by the contractor or any subcontractors or agents as a result of an excusable delay.

8.6 If the Contract is terminated under this section, Canada may require the Contractor to deliver to Canada, in the manner and to the extent directed by Canada, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:

- (a) The value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract price, including the proportionate part of the Contractor's profit or fee included in the Contract price; and
- (b) The cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

8.7 The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract price.

**GC9. Termination of convenience**

9.1 Notwithstanding anything in the Contract, the Minister may, by giving notice to the Contractor, terminate or suspend the Contract immediately with respect to all or any part or parts of the Work not completed.

9.2 All Work completed by the Contractor to the satisfaction of Canada before the giving of such notice shall be paid for by Canada in accordance with the provisions of the Contract and, for all Work not completed before the giving of such notice, Canada shall pay the Contractor's costs as determined under the provisions of the Contract in an amount representing a fair and reasonable fee in respect of such Work.

9.3 In addition to the amount which the Contractor shall be paid under section GC9.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the Work.

9.4 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by Canada under the provisions of section GC9 except as expressly provided therein.

9.5 Upon termination of the Contract under section GC9.1, Canada may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by Canada, any finished Work which has not been delivered prior to such termination and any material, goods or Work-in-progress which the Contractor specifically acquired or produced for the fulfillment of the Contract.

**GC10. Termination due to Default of Contractor**

10.1 Canada may by notice to the Contractor, terminate the whole or any part of the Contract:

- a) If the Contractor fails to perform any of the Contractor's obligations under the Contract or in Canada's view, so fails to make progress so as to endanger performance of the Contract in accordance with its terms;
- b) To the extent permitted under law, if the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of a statute relating to bankrupt or insolvent debtors.; or
- c) If the Contractor makes a false declaration under GC 37 or GC 38 or fails to comply with the terms set out in GC 16.3 or GC 39.

10.2 Upon termination of the Contract under section GC10, the Contractor shall deliver to Canada any finished Work which has not been delivered and accepted prior to such termination, together with materials and Work-in-progress relating specifically to the Contract and all materials, texts and other documents supplied to the Contractor in relation to the Contract.

10.3 Subject to the deduction of any claim which Canada may have against the Contractor arising under the Contract or out of termination, payment will be made by Canada to the Contractor for the value of all finished Work delivered and accepted by Canada, such value to be determined in accordance with the rate(s) specified in the Contract, or, where no rate is specified, on a proportional basis.

10.4 If the contract is terminated pursuant to GC 10.1(c), in addition to any other remedies that may be available against the Contractor, the Contractor will immediately return any advance payments.

**GC11. Suspension of Work**

11.1 The Minister may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.



**GC12. Extension of Contract**

- 12.1 Where the Minister determines that additional work of the same nature as the Work described in this Contract is required, the Contractor shall do such work and where required the term of the Contract shall be extended accordingly and confirmed in writing between the parties.
- 12.2 Payment for the work described in subsection 1 shall be calculated and paid on the same basis as in section GC12 and where required prorated.
- 12.3 Where the Minister has determined that the Contractor shall be paid expenses related to the Work described in section GC12.1, the type of expenses and amounts shall be confirmed in writing between the parties.

**TERMS OF PAYMENT**

**GC13. Method of Payment**

- 13.1 Payment in the case of progress payments:
- a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the Contract; and
  - b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.
- 13.2 Payment in the case of payment on completion:
- a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which the Work is completed or on which a claim for payment and substantiating documentation are received according to the terms of the Contract, whichever date is the later;
  - b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

**GC14. Basis of Payment**

- 14.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Minister.
- 14.2 Travel and other expenses, where allowed by the Contract, shall be paid in accordance with Treasury Board Guidelines and Directives, certified by the Contractor as to the accuracy of such claim.

**GC15. Interest on Overdue Accounts**

- 15.1 For the purposes of this clause:
- (a) "Average Rate" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made;
  - (b) "Bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
  - (c) "Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
  - (d) an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
  - (e) An amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 15.2 Canada shall be liable to pay to the Contractor simple interest at the Average Bank of Canada discount rate from the previous month plus 3 percent per annum on any amount that is overdue from the date such amount becomes overdue until the day prior to the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.

15.3 Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.

15.4 Canada shall not be liable to pay interest on overdue advance payments.

**GC16. Records to be kept by Contractor**

16.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

16.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

16.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

16.4 The amount claimed under the Contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other Contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

**GC17. Invoice Submission**

17.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

17.2 Invoices must show:

- (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
- (b) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- (c) deduction for holdback, if applicable;
- (d) the extension of the totals, if applicable; and
- (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

17.3 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

17.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

**GC18. Right of Set off**

Without restricting any right of set off given by law, the Minister may set off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set off, may be retained by Canada.

**GC19. Assignment**

19.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of Canada and an assignment made without that consent is void and of no effect.

19.2 An assignment of the Contract does not relieve the Contractor from any obligation under the Contract or impose any liability upon Canada.

**GC20. Subcontracting**

20.1 The Contractor must obtain the consent in writing of the Minister before subcontracting.

20.2 Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.

20.3 In any subcontract, the Contractor will bind the subcontractor by the same conditions by which the contractor is bound under the Contract.

**GC21. Indemnification**

21.1 The Contractor shall indemnify and save harmless Canada from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants, subcontractors or agents in performing the Work or as a result of the Work.

21.2 The Contractor's liability to indemnify or reimburse Canada under the Contract shall not affect or prejudice Canada from exercising any other rights under law.

**GC22. Confidentiality**

The Contractor shall treat as confidential, during as well as after performance of the Work, any information to which the Contractor becomes privy as a result of acting under the Contract. The Contractor shall use its best efforts to ensure that its servants, employees, agents, subcontractors or assigned observe the same standards of confidentiality.

**GC23. Indemnification - Copyright**

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the infringement or alleged infringement of any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

**GC24. Indemnification - Inventions, etc.**

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

**GC25. Ownership of Copyright**

25.1 Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année).

25.2 At the request of the Minister, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Minister may require a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's Moral Rights.

**GC26. Taxes**

26.1 Municipal Taxes

Municipal Taxes do not apply.

26.2 Federal government departments and agencies are required to pay Applicable Taxes.

26.3 Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

26.4 The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

26.5 In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

26.6 Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident, unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

**GC27. International Sanctions**

27.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:  
<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

27.2 The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.

27.3 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for convenience in accordance with section GC9.

**GC28. T1204 Government Service Contract Payment**

28.1 Pursuant to regulations made pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, payments made by departments and agencies to Contractors under applicable services Contracts (including Contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payment. To enable client departments and agencies to comply with this requirement, Contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

**GC29. Successors and Assigns**

The Contract shall enure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns as the case may be.

**GC30. Conflict of Interest and Values and Ethics Codes for the Public Service**

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, any applicable federal values and ethics code

or any applicable federal policy on conflict of interest and post-employment shall not derive any direct benefit resulting from the Contract unless the provision or receipt of such benefit is in compliance with such legislation and codes.

**GC31. No Bribe**

The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entering into the Contract or the administration of the Contract.

**GC32. Errors**

Notwithstanding any other provision contained in this Contract, no amount shall be paid to the Contractor based on the cost of Work incurred to remedy errors or omissions for which the Contractor or his servants, agents or subcontractors are responsible, and such errors or omissions shall be remedied at the Contractor's cost, or, at the option of Canada, the Contract may be terminated and in that event the Contractor shall receive payment only as determined under section GC10.

**GC33. Performance**

The failure of Canada to require performance by the Contractor of any provision of this Contract shall not affect the right of Canada thereafter to enforce such provision, nor shall the waiver by Canada of any breach of any term of the Contract be taken or held to be a waiver of any further breach of the same or any other term or condition.

**GC34. Gender**

Whenever the singular or masculine is used throughout this Contract, it shall be construed as including the plural, feminine, or both whenever the context and/or the parties hereto so require.

**GC35. Survival**

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as any other the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

**GC36. Severability**

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

**GC37. Contingency Fees**

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

**GC38. Integrity Provisions**

The Ineligibility and Suspension Policy (the "Policy") and all related Directives (2016-04-04) are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

**GC39. Public Disclosure**

39.1 The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20 (1)(a) to (d) of the *Access to Information Act* - relating to the contract.

39.2 The contractor consents, in the case of a contract with a former public servant in receipt of a Public Servant Superannuation (PSSA) pension, that the contractor'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 described in 39.1.

**GC40. Notice**

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Minister.

**GC41. Accuracy**

The Contractor represents and warrants that the information submitted with its bid is accurate and complete. The Contractor acknowledges that the Minister has relied upon such information in entering into this Contract. This information may be verified in such manner as the Minister may reasonably require.

**GC42. Dispute Resolution Services**

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca)

**GC43. Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the contractor respecting administration of this contract if the requirements of Subsection 22.2 (1) of the *Department of Public Works and Government Services Act* and Section 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca)

**GC44. Entire Agreement**

The Contract constitutes the entire agreement between the Parties relative to the subject procurement and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions relative to the subject procurement binding on the Parties other than those contained in the Contract.



## APPENDIX B STATEMENT OF WORK

### COMPREHENSIVE SECOND LANGUAGE TRAINING SERVICES

#### 1. BACKGROUND

Federal institutions have a responsibility to ensure that employees appointed or deployed to a bilingual non-imperative or imperative position fulfil their commitment to become bilingual. Every institution must determine ways in which employees can meet the language requirements of their position.

To meet its obligations under the *Official Languages Act* and better fulfil its responsibility with respect to language training, Agriculture and Agri-Food Canada (AAFC) is seeking the services of a Comprehensive Second Language Training service provider.

#### 2. OBJECTIVE

The objective of this work is to provide AAFC employees with individual and group training in French on a full-time and part-time basis, in class at AAFC premises in Guelph, Ontario. AAFC does not require individual self-study/self-learning and training via videoconference will not be acceptable.

Training objectives:

- assess the linguistic profile of the employee;
- obtain the linguistic profile of their positions;
- develop their second language ability;
- maintain their second language ability.

#### 3. SCOPE OF WORK

AAFC's requirement includes Professional Services to provide French Second Language Training to its employees in Guelph, Ontario. The training may be either full or part-time, in group or one-on-one sessions, at AAFC premises. The specific details of each training course will be identified by the Project Authority in a Call-Up (942) Form.

The objective of second language training is to help employees attain/maintain the following levels in their second language:

- a) Levels B and/or C in Oral Proficiency;
- b) Levels B and/or C in Reading Comprehension; and
- c) Levels B and/or C in Written Expression.

Description of level A, B and C:

<http://www.tbs-sct.gc.ca/psm-fpfm/staffing-dotation/rqs-qcr/oqs-anq-eng.asp>

Section: General Second Official Languages Qualifications

<http://www.tbs-sct.gc.ca/psm-fpfm/staffing-dotation/rqs-qcr/oqs-anq-fra.asp>



### 3.1 TASKS

The training consists of group courses or individual courses provided full-time or part-time at AAFC sites. These courses include general courses, namely the “Programme de français langue seconde” for levels A, B and C (PFL2 – A, B et C), as well as specialized courses: Second Language Evaluation (SLE) All Ears, consolidations. In addition to classroom and individual instruction, the provision of services includes the following:

- course planning;
- determining training objectives;
- developing course outlines;
- planning the weekly schedule;
- preparing activities to meet the various needs;
- course administration;
- leading training workshop sessions;
- maintaining a class log;
- evaluating and providing feedback;
- course evaluation and follow-up;
- presentation of outcomes, recommendations, follow-up plans, attendance reports and student;
- learning assessments (monthly progress reports);
- evaluating students (placement tests, language knowledge tests, progress tests, detailed evaluations and related reports);
- the provision of monthly reports detailing progress, usage and attendance.

### 3.2 ADDITIONAL TASKS FOR B AND C LEVEL PROGRAMS

On an as-and-when-requested basis, the Offeror will provide services in the following areas by using the Canada School of Public Service (CSPS) **Programme de français langue seconde** (PFL2) or a second language training level B and Level C program of his choice approved by AAFC:

- Evaluation Services for establishing language training
- Full Second Language Training (Reading Comprehension, Written Expression and Oral Proficiency)
- Specific Skills Courses (Reading Comprehension or Written Expression or Oral Proficiency)
- Language Maintenance Training
- Second Language Evaluation Preparation Training

All these tasks must be performed according to instructions provided by AAFC.





## **4. SUMMARY OF SERVICES REQUIRED**

### **4.1 LANGUAGE MAINTENANCE TRAINING**

The objective of Language Maintenance Training is to enable students to maintain their linguistic skills. Students will have achieved a level B or C in each of the competencies to be admitted. The Offeror will be required to assess their current proficiency, develop a plan to refine the identified competencies and deliver the required training.

The Offeror must be prepared to meet the specific needs of the students for Language Maintenance Training. The purpose of this course is to maintain language proficiency and the ability to communicate in a variety of work situations. The course content for Language Maintenance Training must include classroom communication activities that provide a review of the grammatical structures, communication strategies, language functions and vocabulary associated with a variety of professional and other tasks.

### **4.2 INDIVIDUAL LANGUAGE TRAINING**

The objective of Individual language training is to focus on employees training needs and help them attain the following levels in their second language:

- a) Levels B and/or C in oral proficiency;
- b) Levels B/or and C in reading comprehension; and
- c) Levels B/or and C in written expression.

### **4.3 GROUP LANGUAGE TRAINING**

Training will be conducted in groups for students whose training needs, objectives and knowledge of the second language are at a similar level. Groups will consist of up to four (4) students for full-time and semi full-time for C level; up to six (6) students for oral proficiency B and C level, full-time, semi full-time and part-time; up to eight (8) students for part-time, maintenance and for reading comprehension and written expression B and C level.

### **4.4 PART-TIME LANGUAGE TRAINING (Reading Comprehension, Written Expression and Oral Proficiency)**

Part-time training offers an efficient but gradual learning experience to proceed with timely and consistent progress.

- a) Levels B and C in oral proficiency;
- b) Levels B and C in reading comprehension; and
- c) Levels B and C in written expression.

The part-time courses are delivered between 1 to 14 hours a week.



#### 4.5 SEMI FULL-TIME TRAINING

The objective of semi full-time second language training is to help candidates attain the following levels in their second language at a faster pace than part-time training:

- a) Levels B and C in oral proficiency;
- b) Levels B and C in reading comprehension; and
- c) Levels B and C in written expression.

When requested, the Contractor shall provide classroom training courses covering all three components. Semi full-time is delivered between 15 and 20 hours a week.

#### 4.6 FULL-TIME TRAINING

The objective of full-time second language training is to help candidates attain the following levels in their second language at a faster pace than part-time training:

- a) Levels B and C in oral proficiency;
- b) Levels B and C in reading comprehension; and
- c) Levels B and C in written expression.

When requested, the Contractor shall provide classroom training courses covering all three components noted above. Full-time is delivered between 21 and 37.5 hours a week.

#### 4.7 GROUP TRAINING

For the most part, training will be conducted in groups of four (4) to eight (8) students whose training needs, objectives and knowledge of the second language are at a similar level.

### 5.0 LANGUAGE TRAINING PLANS

The level of proficiency is based on the standards defined for each of the second language skills (reading comprehension, written expression and oral proficiency) as prescribed by the Public Service Commission (PSC). The levels range from beginner to C (higher level). Training plan templates for all students must be approved by AAFC before the commencement of training.

5.1 Language training plan for full-time and semi full-time students will include:

1. Name of employee
2. Name of placement test administrator
3. Date of placement test
4. Language of training
5. Target language
6. Target linguistic level
7. Level of proficiency in each language skill, ranging from beginner to level C for reading comprehension, written expression and oral proficiency;
8. Training starting level
9. Number of training hours/weeks required to attain target linguistic level
10. MLAT result – Learning style
11. Additional recommendations on training



5.2 Language training plan for part-time students will include:

1. Name of employee
2. Name of placement test administrator
3. Date of placement test
4. Language of training
5. Target language
6. Target linguistic level
7. Training starting level

## 6. STREAMS OF THE REQUIREMENT

The Offeror will provide the services as needed, in the following areas using a language training program for the B level or for the C level:

### 6.1. STREAM 1 - GROUP TRAINING

#### 1) Stream 1A – Full-Time group Training

1. French training
2. At one of AAFC's location
3. In class
4. Monday to Friday
5. Daytime between 8am to 5pm
6. 7.5 hours a day for a maximum of 37.5 hours a week
7. Maximum of 6 AAFC employees per group for the BBB level and a maximum of 4 AAFC employees per group for the CBC level

#### a) Delivery

1. Group full-time training will be delivered between 21 and 37.5 hours a week, which includes 2 sessions of 30 minutes of supervised self-training each day. The self-training period will be incorporated in mid-morning and mid-afternoon, for a maximum of 5 hours of self-training per week.
2. When requested, the Offeror shall provide classroom training courses covering all three components (reading comprehension, written expression and oral proficiency) using a language training program for the B level or for the C level.
3. AAFC reserved the right to request a duo of teachers for full-time training; one teacher will teach the morning session and the other one the afternoon session.

#### b) Facilities

1. On average 1 classroom is needed for group full-time training. This number can fluctuate depending on the need.

#### 2) Stream 1B – Semi Full-Time Group Training

1. French training
2. At one of AAFC's location
3. In class
4. Monday to Friday
5. Daytime between 8am to 5pm



6. 15 to 20 hours per week per group
7. Offered all year round
8. Maximum of 6 AAFC employees per group for the BBB level and a maximum of 4 AAFC employees per group for the CBC level

a) Delivery

1. Group semi full-time training will be delivered between 15 and 20 hours a week, which includes 1 session of 20 minutes of self-training each day. The self-training period will be incorporated in mid-morning or mid-afternoon, for a maximum of 1 hour and 40 minutes of self-training per week.
2. When requested, the Offeror shall provide classroom training courses covering all components (reading comprehension, written expression and oral proficiency) using a language training program for the B level or for the C level.

b) Facilities

1. On average 1 classroom is needed for group semi full-time training. This number can increase or be lowered depending on the need.

3) STREAM 1C – PART-TIME GROUP GRAINING

1. French
2. At one of AAFC's location
3. In class
4. Monday to Friday
5. Daytime between 8am to 5pm
6. 1 to 6 hours per week per group or
7. Maximum of 8 AAFC employees per group
8. Fall session: September to December
9. Winter session: January to May

a) Delivery

1. Part-time group training will be delivered at a rate of 1 to 6 hours a week.
2. When requested, the Offeror shall provide classroom training courses covering all three components (reading comprehension, written expression and oral proficiency) using a language training program for the B level or for the C level.

b) Facilities

1. On average 1 classroom is needed for part-time group training. This number can increase or be lowered depending on the need.

6.2 STREAM 2 – INDIVIDUAL TRAINING

1) STREAM 2A FULL-TIME INDIVIDUAL TRAINING

1. French training
2. At one of AAFC's location
3. Monday to Friday
4. Daytime between 8am to 5pm
5. 37.5 hours a week
6. Provided as needed



a) Delivery

1. Individual full-time training will be delivered 37.5 hours a week, which includes 2 sessions of 30 minutes of self-training each day. The self-training period will be incorporated in mid- morning and mid-afternoon, for a maximum of 5 hours of self-training per week.
2. When requested, the Offeror shall provide classroom training courses covering all three components (reading comprehension, written expression and oral proficiency) using a language training program for the B level or for the C level.
3. AAFC reserved the right to request a duo of teachers for full-time training; one teacher will teach the morning session and the other one the afternoon session.

b) Facilities

1. On average 1 classroom is needed for individual full-time training. This number can increase or be lowered depending on the need.

2) STREAM 2B – SEMI FULL-TIME INDIVIDUAL TRAINING

1. French training
2. At one AAFC's location
3. Monday to Friday
4. Daytime between 8am to 5pm
5. 15 to 20 hours a week
6. Provided as needed

a) Delivery

1. Individual semi full-time training will be delivered between 15 and 20 hours a week, which includes 1 session of 20 minutes of self-training each day. The self-training period will be incorporated in mid- morning or mid-afternoon, for a maximum of 1 hour and 40 minutes of self-training per week.
2. When requested, the Offeror shall provide classroom training courses for all components (reading comprehension, written expression and oral proficiency) using a language training program for the B level or for the C level.

b) Facilities

1. On average 1 classroom is needed for individual semi full-time training. This number can increase or be lowered depending on the need.

3) STREAM 2C PART-TIME INDIVIDUAL TRAINING

1. French training
2. At one of AAFC's location
3. Monday to Friday
4. Daytime between 7am to 5pm
5. Provided as needed
6. 1 hour to 14 hours a week

a) Delivery

1. Individual part-time training will be delivered between 1 and 14 hours a week.



2. When requested, the Offeror shall provide classroom training courses covering all three components (reading comprehension, written expression and oral proficiency) using a language training program for the B level or for the C level.

b) Facilities

1. On average 1 classroom is needed for individual part-time training. This number can increase or be lowered depending on the need.

### 6.3 STREAM 3 – MAINTENANCE TRAINING

#### 1) STREAM 3A- MAINTENANCE GROUP SESSIONS

1. French training
2. At one of AAFC's location
3. Monday to Friday
4. Daytime between 8am to 4pm
5. 1 to 2 hours a week per group
6. Fall session: September to December
7. Winter session: January to May

a) Delivery

1. Maintenance group sessions training will be delivered at a rate of 1 or 2 hours a week.

b) Facilities

1. On average 2 classrooms are needed for the maintenance group sessions. This number can increase or be lowered depending on the need.

### 7. TRAINING LOCATION

Services will be offered at AAFC offices located at 93 Stone Road West and 174 Stone Road West in Guelph, Ontario.

### 8. TRAINING MATERIALS

The Offeror is responsible for acquiring and providing all hard-copy or/and electronic training materials to AAFC employees. Hard-copy materials given to AAFC employees become their property. Electronic format is only accepted if the classroom is equipped with a computer for the teacher and each AAFC employee in the classroom.

### 9. FACILITIES

AAFC will offer conference rooms that will accommodate the language training individual and groups.

### 10. DELIVERY METHOD

The Offeror must offer in classroom using the Canada School of Public Service (CSPS) *Programme de français langue seconde* (PFL2) or a second language training level B and Level C programs of his choice approved by AAFC for all work streams.



The Offeror must ensure that the training program is followed integrally and not shorten at the request of a AAFC employees in training; for example, an AAFC employee in full-time training may not ask that the training components be skipped to finish the training earlier.

## **11. LANGUAGE OF COMMUNICATION WITH AAFC EMPLOYEES**

The training welcome session, during which instructions are provided to AAFC employees are provided in the first official language of the employees.

## **12. PERSONNEL REQUIREMENT**

### **12.1 Pedagogical Advisor**

1. The Offeror must propose one (1) primary pedagogical advisor and one (1) backup pedagogical advisor in response to a language training request within 48 hours and a call-up form.
2. The Pedagogical Advisor will inform students at the beginning of their training, covering the training program delivery, roles and responsibilities of the teaching resources, pedagogical advisors and attendance report.
3. The Pedagogical Advisor and back-up Pedagogical Advisor will be responsible for the following:
  1. Assessing students to determine their language training needs and prepare student placement evaluations;
  2. Developing training plans appropriate for the individual student's objectives;
  3. Developing a class plan for each group;
  4. Monitoring the students' progress against their individual training plans and incorporating teaching resources' feedback on their training plan progress;
  5. Producing and submitting reports to the Project Authority;
  6. Supervising the teaching resources' educational practices and competencies, and monitoring/supervising the work of the teaching resources;
  7. Communicating, on an ongoing basis, with the Project Authority to apprise him/her of the current situation and report any problems or issues;
  8. Ensuring that courses are given in accordance with the requirements of the second language training program of the Offeror;
  9. Notifying the Project Authority of any teaching resources changes in the full-time class;
  10. Ensuring teachers respect the start time of the classes.
  11. If required, meeting with AAFC to discuss overall services and more often if issues arise;
  12. Responding to AAFC emails within 48 hours and within 24 hours if the message is identified as urgent.
  13. Checking course plan; debriefing teaching resources when there is a change or replacement of teaching resources.



## 12.2 Teaching resource

The Offeror will provide a list of available teaching resources that meet the contract requirements on a quarterly basis. New teaching resources will have to be qualified by AAFC.

The French teaching resources will be responsible for delivering French as second language training using the Canada School of Public Service (CSPS) Programme de français langue seconde (PFL2) or a second language training level B and Level C program of his choice approved by AAFC.

Each teaching resource will have the following responsibilities for all work streams:

1. Prepare lesson plans in accordance with the training plan in order to provide French language training utilizing AAFC approved second language training program, while taking the students' abilities into account;
2. Provide training to groups or individuals;
3. Provide to the Pedagogical Advisor input on students' progress in the program;
4. Follow the class plan of the course;
5. Display the training plan in the classroom at all time;
6. Submit to the Pedagogical Advisor a report on attendance

All teaching resources must possess at a minimum the following qualifications:

For Streams 1, 2 and 3:

- twelve hundred (1,200) hours of experience since January 2008, delivering French as a second language to adults.

These hours must have been delivered using one or more of the following programs:

- o Programme de français langue seconde (PFL2);
- o French adult education program

And

- a bachelor's degree from a recognized Canadian university as established by an academic credentials assessment service organization if earned outside Canada. The list of recognized organizations can be found on the Canadian Information Centre for International Credentials website:

<http://www.cicic.ca/2/home.canada>.

The Offeror must include the names of each of the proposed primary and back-up pedagogical advisors and the teaching resources proposed in response to the call-up form within 48 hours.

## 12.3 Replacement of a Teacher

The Project Authority or his/her representative may ask the Offeror, in writing, to replace any teacher whose services are deemed unsatisfactory. The Offeror will have two working days to find a replacement. If the Offeror is unable to do so, AAFC may terminate, without cost, the call





up concluded with the Offeror. Similarly, if the teacher must be replaced for an unforeseen reason, the Offeror must replace him or her within two working days.

Replacing any teacher is subject to the following conditions:

- a) If the Offeror is at any time unable to provide the services of a person designated in the Call-Up, it will provide the services of a replacement with equivalent or greater skills and experience.
- b) Before replacing a person designated in the Call-Up, the Offeror will submit to the Project Authority or his /her representative, for approval a notice in writing that states:
  - i) The reason for withdrawing the designated person;
  - ii) The name of the proposed replacement and his/her resume;
- c) AAFC reserves the right to verify references, request the resume and copies of the teacher's qualifications.
- d) Acceptance of a replacement teacher by AAFC does not relieve the Offeror of its responsibility to satisfy the requirements of the Call-Up.
- e) In no case shall the Offeror have work performed by a person not authorized to work in Canada.
- f) AAFC may order the removal of any unauthorized replacement, in which case the Offeror will immediately remove the person from his/her position and provide a replacement in accordance with the provision of this section.

### **13. PLACEMENT TESTING**

Placement test to evaluate reading comprehension, written expression and oral proficiency to develop training plan will be administered to all AAFC employees before the start of language training.

Placement tests for the full-time and semi full-time training will be administered by the pedagogical advisor; a detailed training plan will be developed for all semi full-time and full-time training employees. All AAFC employees registering for full-time and semi full-time training will be required to have current Modern Language Aptitude Test (MLAT) result.

For the part-time training, only teacher with a minimum of 2,000 hours of teaching could be substituted for the pedagogical advisor to assess AAFC employees; a language training plan will be developed for all part-time training employees.

Placement test results and training plans will be sent to AAFC within 7 calendar days of the placement test for all AAFC employees.

#### **13.1 SECOND LANGUAGE TESTING**

The Offeror will keep the Human Resources Division informed of employee's readiness for The Public Service Commission's Second Language Evaluation. The Human Resources Division will make the necessary arrangements with the Public Service Commission and will inform AAFC employees and the Offeror.

##### **13.1.1 Placement test**



1. For all streams, prior to the start of each session or at the Project Authority's request, the Offeror shall administer a placement test for each employee during an individual interview held to assess the student's linguistic level and draw up a training plan.
2. In addition to the Offeror's placement test, the Modern Language Aptitude Test (MLAT) must be administered for streams 1a, 1b, 2a and 2b, in order to accurately assess each AAFC employee's training aptitude. The interview will be conducted by telephone or videoconferencing.
3. The Offeror will notify AAFC of the date, time and interview method at least 48 hours prior to the placement test. If AAFC is not satisfied with the Offeror's decision on an AAFC employee's placement level, AAFC may request that the Offeror carry out a more in-depth evaluation to ensure that AAFC employees are placed at the appropriate level.

#### Stream 1A and 1B

Students will be assessed by telephone or videoconferencing by the Offeror when requested by the Project Authority. Pending availability of the student, the Offeror must submit the placement test result within ten (10) calendar days of receiving the request. A Call Up (form 942) will be sent to the Offeror at least ten (10) days prior to the start of the training.

#### Stream 2A, 2B and 2C

Students will be assessed by telephone or videoconferencing on an ongoing basis at the request of the Project Authority. The Offeror must submit to AAFC, the placement test result at the latest ten (10) calendar days after receiving the request. The Call up (942) will be sent to the Offeror at least five (5) days prior to the start of the training.

#### Stream 1C, 3A

The list of students to be assessed will be sent to the Offeror on a weekly basis up to 30 days before the start of the session. All students registering for Stream 1C and 3A training within 30 days of the start of the session will be assessed after the start of the session and integrated if possible in ongoing groups. 20 days prior to the start of the training session/workshop the Offeror will send the final placement results of all assessments. 15 days prior to the start of the training session, the Project Authority will send a Call Up (942) including the list of groups and their schedule to the Offeror. 10 days prior to the start of the training session the Offeror will return the list of groups that will included the name of the teacher for each group.

1. After a course has begun, the Offeror will consult with AAFC prior to making any changes to the group level and composition. Should some students be identified after a group course has begun, the Offeror will make every reasonable effort to integrate them into a group.
2. Should a student feel that the group in which he/she has been placed is not appropriate, the student will inform his/her teaching resource and the Offeror will immediately do the following:
  - a) The Offeror will notify AAFC accordingly;
  - b) The Offeror's Pedagogical advisor will re-evaluate the student;
  - c) The Offeror will offer placement options within existing groups.



- d) If no suitable groups exist, the employee will wait for a subsequent session.
- 3. If one or more AAFC employees cannot be placed in a group, the Offeror shall inform the Project Authority at least five (5) calendar days prior to the start of the session.

## **14. CANCELLATIONS AND ABSENCES**

### **14.1 Cancellations and withdrawal of participants**

For operational purposes, the Offeror must comply with the following:

- a) The Project Authority may cancel or postpone any course, in whole or in part, provided written notice is given within at least two (2) working days at no cost;
- b) The Project Authority may withdraw AAFC employees from a course, if deemed necessary, provided written notice is given within at least two (2) working days.

### **14.2 Absence of a Teacher**

If a teacher cannot be present for a class, the Offeror must notify the Project Authority by email or telephone by 7:30 AM the day of the expected absence. The Offeror must ensure an immediate replacement within 48 hours of the request. AAFC reserves the right to cancel the call-up if a replacement is not provided within the time period specified.

If the number of absences and/or instances of lateness exceeds three per session (of 12 weeks), the Project Authority or his/her representative may request a meeting with the Offeror to assess the situation.

### **14.3 Meeting with Teachers**

Information and evaluation sessions, totaling a maximum of six (6) hours per session (spring, summer, fall and winter) may be held with teachers at no additional cost to AAFC.

## **15. MATERIALS**

The Offeror must provide the teaching resources and students with paper copies of all the original material for the training programs. The Offeror must provide all other necessary documentation required to compliment the training program.

The Offeror must obtain the Modern Language Aptitude Test (MLAT) at its own cost.

For material provided online by the CSPS, students will print the required documentation.

## **16. PHOTOCOPIER**

The Offeror can limit the number of photocopies to a maximum of 50 pages a month by giving students advanced notice.

The materials the Offeror is required to provide to students as part of the language training program are not included in the photocopies.



## 17. WELCOME SESSION

The pedagogical advisor will inform all AAFC employees prior to their first day of training to provide information on the training program. The information will cover at least the following: Procedures to contact the school for class absences, to request a meeting with the pedagogical advisor and the objectives of the training program. The information can be sent by email. Also, the teacher will have to reiterate this information at the beginning of the first day of training.

## 18. STATUTORY HOLIDAYS RECOGNIZED BY THE FEDERAL GOVERNMENT

- January 1
- Family Day (Ontario)
- Good Friday
- Easter Monday
- Victoria Day
- July 1
- Provincial civic holiday (first Monday of August in Ontario)
- Labour Day (first Monday of September)
- Thanksgiving (second Monday of October)
- Remembrance Day (November 11)
- December 25 and 26

## 19. DELIVERABLES

1. All reports must be prepared in an electronic format compatible with Microsoft Office suite and delivered to the Project Authority via an agreed method (e.g., e-mail, mail or by hand).
2. The Offeror must also speak and submit the reports and other documents identified herein in either official language, as specified by the Project Authority.

## 20. REPORTS

### 20.1 Types of reports, exams and evaluations

1. The Offeror shall submit a template for each type of report, exam and evaluation requested under this contract to the Project Authority within thirty (30) calendar days of the awarding of the contract for review and approval.
2. The Offeror shall provide the reports listed below according to the timetables for each report, exam and evaluation, as well as at the request of the Project Authority.
3. All reports have to be completed electronically, no hand written report will be accepted.
4. Reports given to student must be provided in their first official language.
5. The Offeror must only collect the minimum amount of student personal information required to perform the work. Any such information must be protected, in accordance with the *Privacy Act*.

### 20.2 Course Evaluation



1. The Pedagogical Advisor must ask all AAFC employees to complete an evaluation form in which they write their comments and indicate their level of satisfaction with all aspects of the course they have taken at the end of their training/session.

2. The course evaluation form must include, but is not limited to, the following Information:

- a. Session: \_\_\_\_\_
  - b. Teaching resource's name: \_\_\_\_\_
  - c. AAFC employee's name (optional): \_\_\_\_\_
  - d. Course level: \_\_\_\_\_
  - e. Group number: \_\_\_\_\_
  - f. Training location: \_\_\_\_\_
  - g. Please indicate the extent to which you agree (or disagree) with the statements below by using the following rating scale:
    - 1 = Strongly disagree
    - 2 = Partly disagree
    - 3 = Partly agree
    - 4 = Strongly agree
    - 5 = Not applicable
- a. Training objectives
    - i. The training objectives were clearly defined.
    - ii. I think that the course objectives were met.
    - iii. The training met my needs.
    - iv. The training increased my knowledge and competencies.
  - b. Teaching materials
    - i. The teaching materials were distributed at the beginning of the session.
    - ii. The teaching materials were interesting.
    - iii. The teaching materials were appropriate for my language level.
    - iv. The teaching materials met my needs.
    - v. The proposed exercises were relevant to the training.
  - c. Teaching Resource
    - i. The teaching resource was well prepared.
    - ii. The teaching resource started and ended the course at the scheduled times.
    - iii. The teaching resource had a good grasp of the subject.
    - iv. The teaching resource provided clear, precise explanations.
    - v. The teaching resource encouraged learner participation.
    - vi. The teaching resource made the course interesting.
    - vii. The teaching resource was open to my needs.
    - viii. The teaching resource met my needs.
  - d. Facilities
    - i. The training facilities were conducive to learning.



- ii. There was enough equipment in the classroom to make the course effective.
- e. Overall rating
  - i. Overall, I am satisfied with the training I received.
  - ii. I would recommend this training to my co-workers.
- f. Additional comments
  - i. Do you have any comments that would help improve the training?

The Pedagogical Advisor shall use the evaluation form that was pre-approved by the Project Authority for each training session for the term of the contract. The evaluation form cannot be modified without prior approval by the Project Authority.

1. For part-time training:  
The Pedagogical Advisor shall ask AAFC employees to complete the evaluation forms once they have completed thirty-six (36) hours of training. The Pedagogical Advisor must return the completed evaluation forms to the Project Authority within five (5) calendar days
2. For full-time training:  
The Pedagogical Advisor must ask AAFC employees to complete the evaluation form once they have completed six (6) weeks of training and every three (3) months thereafter, as well as at the end of the training.

### 20.3 Attendance reports

#### 1. Monthly report

1. The Pedagogical Advisor shall provide the Project Authority with a monthly attendance report within ten (10) calendar days of the first of each month and at the request of the Project Authority.

2. The attendance report must include, but is not limited to, the following information:

- i. Month of the monthly attendance report
- ii. Calendar of class days
- iii. Session (fall, winter, spring, summer) and year
- iv. Call-up number
- v. Group number and level (if applicable)
- vi. Target language
- vii. Training room
- viii. AAFC employee and teaching resource names
- ix. Reason of absence (tardiness, early departure, sick, work and late cancellation)
- x. Number of hours of training attended
- xi. Number of hours of training provided
- xii. AAC employee and teaching resource signatures and signature dates



**APPENDIX C BASIS OF PAYMENT**

The Contractor shall be paid in accordance with the following for work performed under the Call-up against a Standing Offer.

The rates included in this pricing schedule include all expenses that may need to be incurred to satisfy all contractual obligations.

**STREAM 1A – FULL-TIME GROUP TRAINING**

	Location	Initial Period From July 1, 2019 to June 30, 2020	Extension Period 1 From July 1, 2020 to June 30, 2021	Extension Period 2 From July 1, 2021 to June 30, 2022	Extension Period 3 From July 1, 2022 to June 30, 2023	Extension Period 4 From July 1, 2023 to June 30, 2024
Firm All Inclusive Hourly Rate per Group	At AAFC premises					

**STREAM 1B – SEMI FULL-TIME GROUP TRAINING**

	Location	Initial Period From July 1, 2019 to June 30, 2020	Extension Period 1 From July 1, 2020 to June 30, 2021	Extension Period 2 From July 1, 2021 to June 30, 2022	Extension Period 3 From July 1, 2022 to June 30, 2023	Extension Period 4 From July 1, 2023 to June 30, 2024
Firm All Inclusive Hourly Rate per Group	At AAFC premises					

**STREAM 1C – PART-TIME GROUP TRAINING**

	Location	Initial Period From July 1, 2019 to June 30, 2020	Extension Period 1 From July 1, 2020 to June 30, 2021	Extension Period 2 From July 1, 2021 to June 30, 2022	Extension Period 3 From July 1, 2022 to June 30, 2023	Extension Period 4 From July 1, 2023 to June 30, 2024
Firm All Inclusive Hourly Rate per Group	At AAFC premises					



**STREAM 2A – FULL-TIME INDIVIDUAL TRAINING**

	Location	Initial Period From July 1, 2019 to June 30, 2020	Extension Period 1 From July 1, 2020 to June 30, 2021	Extension Period 2 From July 1, 2021 to June 30, 2022	Extension Period 3 From July 1, 2022 to June 30, 2023	Extension Period 4 From July 1, 2023 to June 30, 2024
Firm All Inclusive Hourly Rate per Learner	At AAFC premises					

**STREAM 2B – SEMI FULL-TIME INDIVIDUAL TRAINING**

	Location	Initial Period From July 1, 2019 to June 30, 2020	Extension Period 1 From July 1, 2020 to June 30, 2021	Extension Period 2 From July 1, 2021 to June 30, 2022	Extension Period 3 From July 1, 2022 to June 30, 2023	Extension Period 4 From July 1, 2023 to June 30, 2024
Firm All Inclusive Hourly Rate per Learner	At AAFC premises					

**STREAM 2C – PART- TIME INDIVIDUAL TRAINING**

	Location	Initial Period From July 1, 2019 to June 30, 2020	Extension Period 1 From July 1, 2020 to June 30, 2021	Extension Period 2 From July 1, 2021 to June 30, 2022	Extension Period 3 From July 1, 2022 to June 30, 2023	Extension Period 4 From July 1, 2023 to June 30, 2024
Firm All Inclusive Hourly Rate per Learner	At AAFC premises					





**STREAM 3A – MAINTENANCE GROUP SESSIONS**

	Location	Initial Period From July 1, 2019 to June 30, 2020	Extension Period 1 From July 1, 2020 to June 30, 2021	Extension Period 2 From July 1, 2021 to June 30, 2022	Extension Period 3 From July 1, 2022 to June 30, 2023	Extension Period 4 From July 1, 2023 to June 30, 2024
Firm All Inclusive Hourly Rate per Group	At AAFC premises					

**SIGNATURE**

Signed at: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2019.  
(City and Province)

Name and address of vendor/Company: (including Postal Code)

\_\_\_\_\_

\_\_\_\_\_

Name of bidder: \_\_\_\_\_

Bidder's Position: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_



### Evaluation

This section will not be part of the Standing Offer, it is for evaluation purposes only (determination of the lowest bidder).

The volumetric data included in this pricing table are not to be considered as a contractual guarantee they are estimates only.

INITIAL PERIOD: FROM JULY 1, 2019 TO JUNE 30, 2020

STREAM	Estimated hours	Firm all inclusive hourly rate (\$)	Estimated price (\$)
Stream 1A – Full time group training	60	\$ _____	\$ _____
Stream 1B – Semi Full time Group training	80	\$ _____	\$ _____
Stream 1C – Part-time group training	100	\$ _____	\$ _____
Stream 2 A – Full time individual training	75	\$ _____	\$ _____
Stream 2B – Semi Full-time individual training	50	\$ _____	\$ _____
Stream 2C – Part-Time Individual Training	60	\$ _____	\$ _____
Stream 3A – Maintenance group sessions	40	\$ _____	\$ _____
<b>Total</b>			<b>\$</b>

EXTENSION PERIOD 1: FROM JULY 1, 2020 TO JUNE 30, 2021

STREAM	Estimated hours	Firm all inclusive hourly rate (\$)	Estimated price (\$)
Stream 1A – Full time group training	60	\$ _____	\$ _____
Stream 1B – Semi Full time Group training	80	\$ _____	\$ _____
Stream 1C – Part-time group training	100	\$ _____	\$ _____
Stream 2 A – Full time individual training	75	\$ _____	\$ _____
Stream 2B – Semi Full-time individual training	50	\$ _____	\$ _____
Stream 2C – Part-Time Individual Training	60	\$ _____	\$ _____
Stream 3A – Maintenance group sessions	40	\$ _____	\$ _____
<b>Total</b>			<b>\$</b>



EXTENSION PERIOD 2: FROM JULY 1, 2021 TO JUNE 30, 2022

STREAM	Estimated hours	Firm all inclusive hourly rate (\$)	Estimated price (\$)
Stream 1A – Full time group training	60	\$ _____	\$ _____
Stream 1B – Semi Full time Group training	80	\$ _____	\$ _____
Stream 1C – Part-time group training	100	\$ _____	\$ _____
Stream 2 A – Full time individual training	75	\$ _____	\$ _____
Stream 2B – Semi Full-time individual training	50	\$ _____	\$ _____
Stream 2C – Part-Time Individual Training	60	\$ _____	\$ _____
Stream 3A – Maintenance group sessions	40	\$ _____	\$ _____
<b>Total</b>			\$ _____

EXTENSION PERIOD 3: FROM JULY 1, 2022 TO JUNE 30, 2023

STREAM	Estimated hours	Firm all inclusive hourly rate (\$)	Estimated price (\$)
Stream 1A – Full time group training	60	\$ _____	\$ _____
Stream 1B – Semi Full time Group training	80	\$ _____	\$ _____
Stream 1C – Part-time group training	100	\$ _____	\$ _____
Stream 2 A – Full time individual training	75	\$ _____	\$ _____
Stream 2B – Semi Full-time individual training	50	\$ _____	\$ _____
Stream 2C – Part-Time Individual Training	60	\$ _____	\$ _____
Stream 3A – Maintenance group sessions	40	\$ _____	\$ _____
<b>Total</b>			\$ _____



EXTENSION PERIOD 4: FROM JULY 1, 2023 TO JUNE 30, 2024

STREAM	Estimated hours	Firm all inclusive hourly rate (\$)	Estimated price (\$)
Stream 1A – Full time group training	60	\$ _____	\$ _____
Stream 1B – Semi Full time Group training	80	\$ _____	\$ _____
Stream 1C – Part-time group training	100	\$ _____	\$ _____
Stream 2 A – Full time individual training	75	\$ _____	\$ _____
Stream 2B – Semi Full-time individual training	50	\$ _____	\$ _____
Stream 2C – Part-Time Individual Training	60	\$ _____	\$ _____
Stream 3A – Maintenance group sessions	40	\$ _____	\$ _____
<b>Total</b>			<b>\$</b>

**SUMMARY**

Period	Price
Total estimated price - Initial period	\$
	+
Total estimated price – Extension period 1	\$
	+
Total estimated price – Extension period 2	\$
	+
Total estimated price – Extension period 3	\$
	+
Total estimated price – Extension period 4	\$
	=
<b>Total evaluated price of the bid</b>	<b>\$</b>



## APPENDIX D EVALUATION PROCEDURES & CRITERIA

### 1.0 METHOD OF SELECTION – LOWEST COST (ONCE TECHNICAL REQUIREMENTS HAVE BEEN MET)

- 1.1 This section comprises the detailed Proposal requirements that will be used to evaluate Bidders' responses to the RFP.
- 1.2 **To be considered Compliant, a Proposal Must:**
  - Include a completed and signed Appendix C Basis of Payment
  - Meet the requirements of section 2.0 Mandatory Requirements (below).
- 1.3 The price of the Proposal will be evaluated in CANADIAN DOLLARS, Applicable Taxes excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.
- 1.4 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. **All Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**
- 1.5 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.
- 1.6 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).

### 2.0 MANDATORY REQUIREMENTS

Failure to comply with any of the mandatory technical requirements will render the Proposal non-compliant and the Proposal will receive no further consideration.

The Bidder is requested to use the tables provided to identify where the information can be found in the proposal (i.e.: Identify the page / project number, etc.)

**Refer to Appendix D attachment #1 for the Mandatory Technical Criteria.**

### 3.0 FINANCIAL PROPOSAL

The bidder must complete and sign appendix C (Basis of Payment)



#### **4.0 DETERMINATION OF SUCCESSFUL BIDDER**

The responsive bid with the lowest cost for the 5 years will be awarded the contract.



**ATTACHEMENT 1 TO APPENDIX D  
TECHNICAL CRITERIA**

**Mandatory Technical Criteria**

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

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

**MANDATORY CRITERIA FOR STREAM 1, 2, 3,**

(For evaluation purposes, one (1) year is equivalent to twelve hundred (1,200) hours)

Mandatory Technical Criteria	Requirement	Yes	No	Cross-Reference to proposal (page)
<b>Offeror</b>				
M1	<p>The Offeror must demonstrate that it has acquired, since June 1, 2008, at least five (5) years of experience or 6,000 hours of experience providing French as a second language to groups of adults, or individuals at the beginner, intermediate and/or advanced levels (minimum of four students per group).</p> <p>The Offeror must provide the following information for each training project for which the Offeror claims that the experience meets the requirement of M1:</p> <p>I. the period of time over which the experience providing French teaching as a second language was acquired, in the following format: from (month/year) to (month/year);            II. the number of hours of training corresponding to the period mentioned in I);            III. the level(s) taught;</p>			
<b>Pedagogical Advisor and Back-up Pedagogical Advisor</b>				
	The offeror must propose one (1) pedagogical advisor and one (1) back-up pedagogical advisor, capable of communicating clearly and concisely both in English and French			
M2	<p>The pedagogical advisor must possess at a minimum the following qualifications:</p> <ul style="list-style-type: none"> <li>• a bachelor’s degree from a recognized Canadian university or, where the studies were conducted at an institution</li> </ul>			



	<p>outside Canada, an acceptable equivalent as determined by a Canadian academic credential assessment service as defined below, in the following areas of study: education, adult education, Teaching, or language*.</p> <ul style="list-style-type: none"> <li>• two (2) years' experience as an advisor to second language training to adults since June 2008. This experience must include at a minimum, coordination and planning of language training; assessment of training participants, preparation of course calendars; review of placement; development of training plans;</li> <li>• three (3) years' of experience since June 2008 supervising at least 5 teaching resources delivering French as a second language.</li> </ul> <p style="text-align: center;"><b>or</b></p> <ul style="list-style-type: none"> <li>• a bachelor's degree from a recognized Canadian university or, where the studies were conducted at an institution outside Canada, an acceptable equivalent as determined by a Canadian academic credential assessment service as defined below, areas of general study*;</li> <li>• three (3) years' experience as an advisor to second language training to adults since June 2008. This experience must include at a minimum, coordination and planning of language training; assessment of training participants, preparation of course calendars; review of placement; development of training plans;</li> <li>• three (3) years' of experience since June 2008 supervising at least five (5) teaching resources delivering French as a second language.</li> </ul> <p style="text-align: center;"><b>or</b></p> <ul style="list-style-type: none"> <li>• six (6) years' experience as an advisor to second language training to adults since June 2008. This experience must include at a minimum, coordination and planning of language training; assessment of training participants, preparation of course calendars; review of placement; development of training plans; and supervision of professors through pedagogical visits</li> <li>• three (3) years' of experience since June 2008 supervising at least five (5) teaching resources delivering French as a second language.</li> </ul> <p>To demonstrate this criterion, the Offeror must provide the following information for experience as pedagogical advisor and for supervising teaching resources:</p> <ul style="list-style-type: none"> <li>• Certificates/diplomas if applicable;</li> <li>• Client organization name;</li> <li>• Start and end dates of service, i.e. from (month/year) to (month/year) for each demonstrated experience;</li> </ul>			
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	<ul style="list-style-type: none"> <li>• Name of teaching resources supervised from (month/year) to (month/year) for each demonstrated experience; <ul style="list-style-type: none"> <li>○ training mode (full-time or part-time)</li> </ul> </li> <li>• language taught by the teaching resources</li> </ul> <p>1. A recognized Canadian university as established by an academic credentials assessment service organization if earned outside Canada. The list of recognized organizations can be found on the Canadian Information Centre for International Credentials website:</p> <p><a href="http://www.cicic.ca/2/home.canada">http://www.cicic.ca/2/home.canada</a></p> <p>2. In cases where the studies have been done in an institution outside Canada, only a certificate equivalency granted by an institution certified to the recognition of equivalency Canadian credentials will be accepted. These institutions are identified on the website of the Canadian Information Centre for degrees International at the following address:</p> <p><a href="http://www.cicic.ca/366/l/evaluation-des-diplomes-aux-fins-d'emploi-au-canada.canada">http://www.cicic.ca/366/l/evaluation-des-diplomes-aux-fins-d'emploi-au-canada.canada</a></p>			
M3	<p>The back-up pedagogical advisor must possess at a minimum the following qualifications:</p> <ul style="list-style-type: none"> <li>• a bachelor's degree from a recognized Canadian university or, where the studies were conducted at an institution outside Canada, an acceptable equivalent as determined by a Canadian academic credential assessment service as defined below, in the following areas of study: education, adult education, Teaching, or language*.</li> <li>• two (2) years' experience as an advisor to second language training to adults since June 2008. This experience must include at a minimum, coordination and planning of language training; assessment of training participants, preparation of course calendars; review of placement; development of training plans;</li> </ul> <p style="text-align: center;"><b>or</b></p> <ul style="list-style-type: none"> <li>• a bachelor's degree from a recognized Canadian university or, where the studies were conducted at an institution outside Canada, an acceptable equivalent as determined by a Canadian academic credential assessment service as defined below, areas of general study; *</li> <li>• three (3) years' experience as an advisor to second language training to adults since June 2008. This experience must include at a minimum, coordination and planning of language training; assessment of training participants, preparation of course calendars; review of placement; development of training plans;</li> </ul>			



	<p style="text-align: center;"><b>or</b></p> <ul style="list-style-type: none"><li>• six (6) years' experience as an advisor to second language training to adults since June 2008. This experience must include at a minimum, coordination and planning of language training; assessment of training participants, preparation of course calendars; review of placement; development of training plans; and supervision of professors through pedagogical visits</li></ul> <p>To demonstrate this criterion, the Offeror must provide the following information for experience as pedagogical advisor and for supervising teaching resources:</p> <ul style="list-style-type: none"><li>• Certificates/diplomas if applicable;</li><li>• Client organization name;</li><li>• Start and end dates of service, i.e. from (month/year) to (month/year) for each demonstrated experience;</li><li>• Name of teaching resources supervised from (month/year) to (month/year) for each demonstrated experience;<ul style="list-style-type: none"><li>○ training mode (full-time or part-time)</li></ul></li><li>• language taught by the teaching resources</li></ul> <p>1. A recognized Canadian university as established by an academic credentials assessment service organization if earned outside Canada. The list of recognized organizations can be found on the Canadian Information Centre for International Credentials website:</p> <p><a href="http://www.cicic.ca/2/home.canada">http://www.cicic.ca/2/home.canada</a></p> <p>2. In cases where the studies have been done in an institution outside Canada, only a certificate equivalency granted by an institution certified to the recognition of equivalency Canadian credentials will be accepted. These institutions are identified on the website of the Canadian Information Centre for degrees International at the following address:</p> <p><a href="http://www.cicic.ca/366/l/evaluation-des-diplomes-aux-fins-d'emploi-au-canada.canada">http://www.cicic.ca/366/l/evaluation-des-diplomes-aux-fins-d'emploi-au-canada.canada</a></p>			
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### APPENDIX E CERTIFICATION REQUIREMENTS

The following certification requirements apply to this Request for Proposal (RFP) document. Bidders should include, with their proposal, a signed copy of this certification below.

#### A) LEGAL ENTITY AND CORPORATE NAME

Please certify that the Bidder is a legal entity that can be bound by the contract and sued in court and indicate **i)** whether the Bidder is a corporation, partnership or sole proprietorship, **ii)** the laws under which the Bidder was registered or formed, **iii)** together with the registered or corporate name. Also identify **iv)** the country where the controlling interest/ownership (name if applicable) of the Bidder is located.

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

iv) \_\_\_\_\_

Any resulting Contract may be executed under the following:

Corporate full legal name: \_\_\_\_\_

Place of business (complete address): \_\_\_\_\_

Contact person: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

GST number: \_\_\_\_\_

#### B) EDUCATION/EXPERIENCE CERTIFICATION

We certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and we are aware that the Minister reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared **non-responsive** or in other action which the Minister may consider appropriate.

#### C) PRICE/RATE CERTIFICATION

"We hereby certify that the price quoted have been computed in accordance with generally accepted accounting principles applicable to all like services rendered and sold by us, that such prices are not in excess of the lowest prices charged anyone else, including our most favoured customer for like quality and quantity so the services, does not include an element of profit on the sale in excess of that normally obtained by us on the sale of services of like quality and quantity, and does not include any provision for discounts or commissions to selling agents".



#### **D) VALIDITY OF PROPOSAL**

It is requested that proposals submitted in response to this Request for Proposal be:

- valid in all aspects, including price, for not less than one hundred and twenty (120) days from the closing date of this RFP; and,
- signed by an authorized representative of the Bidder in the space provided on the RFP; and,
- provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

#### **E) AVAILABILITY AND STATUS OF PERSONNEL**

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this RFP, the employees proposed in its proposal will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein.

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

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

#### **F) FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE**

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

##### **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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



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

"pension" means, 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;
- 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 report.**

### **Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes ( ) No ( )

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.



## G) JOINT VENTURES

1.0 In the event of a proposal submitted by a contractual joint venture, the proposal shall be signed by either all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. The following will be completed if applicable:

1. The Bidder represents that the bidding entity is/is not (delete as applicable) a joint venture in accordance with the definition in paragraph 3.
2. A Bidder that is a joint venture represents the following additional information:

(a) Type of joint venture (mark applicable choice):

- Incorporated joint venture
- Limited partnership joint venture
- Partnership joint venture
- Contractual joint venture
- Other

(b) Composition (names and addresses of all members of the joint venture)

3. Definition of joint venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- (a) The incorporated joint venture;
- (b) The partnership venture;
- (c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.

4. The joint venture team arrangement is to be distinguished from other types of Contractor arrangements, such as:

(a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;

(b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.

5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.



## H) FEDERAL CONTRACTORS PROGRAM

### 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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada - Labour's website.

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.

## I) INTEGRITY PROVISIONS

1. Ineligibility and Suspension Policy (the "Policy"), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the procurement process, the Supplier must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
  - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
  - a. it has read and understands the [Ineligibility and Suspension Policy](#);
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;



- e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

**Certification:**

I \_\_\_\_\_ (Suppliers name) understand that any information I submit in order for the department to confirm my eligibility to receive a contract may be shared and used by AAFC and /or PSPC as part of the validation process, and the results of verification may be publicly disseminated. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date