



RETURN BIDS TO :

Attention : Justin Foubert
Department of Finance Canada
90 Elgin Street
Mail Receiving Area, Level 1, Room 0148A
Ottawa, ON K1A 0G5

REQUEST FOR PROPOSAL

Proposal To: Department of Finance

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

Instructions : See Herein

This document does not contain a Security Requirement.

Title: Language Training Services for the Department of Finance	
Solicitation No.: FIN-20191795	
Date: January 27, 2020	
GETS Reference No.: PW-20-00904498	
Solicitation Closes: at 02 :00 PM on March 9, 2020	
Time Zone: Eastern Daylight Time EDT	
Solicitation Authority: Name: Justin Foubert Title: Procurement and Contracting Officer Branch: Corporate Services Branch Email: justin.foubert@canada.ca Phone: 613-369-3262	
Estimated Contract Period: April 1, 2020 to March 31, 2021	
Option Periods: YES	Number of Option Periods: 2
All enquiries regarding this solicitation must be submitted in writing to the Solicitation Authority, 10 calendar days prior to the closing date to allow sufficient time for the Department of Finance to provide responses. Enquiries received after that date may not be responded to prior to the Proposal Closing Date. All answers that provide more information on the requirement will be posted on GETS.	

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

1.2 Summary

Finance Canada requires the services of one or more Contractors to provide language training services in French and English for Finance Canada employees in the National Capital Region. There is a possibility that this solicitation will result in the award of one (1) two, (2) or three (3) contracts.

This training is required for career development purposes, maintenance purposes and to help Finance Canada employees meet the language requirements of their positions.

The initial contract period will be from April 1, 2020 to March 31, 2021. The contract includes two option year periods to be exercised at the discretion of Finance Canada as follows:

Option Year 1: April 1, 2021 – March 31, 2022

Option Year 2: April 1, 2022 – March 31, 2023

1.3 Debriefings

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

1.4 Recourse for suppliers with respect to the Procurement Process

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. There are several mechanisms available to suppliers to address concerns they may have related to federal government procurement, such as: the Office of the Procurement Ombudsman (OPO), the

Canadian International Trade Tribunal (CITT), the Competition Bureau, and before the Federal Court of Canada and any of Canada's provincial superior courts. Regardless of the forum to which a supplier brings a complaint, there are strict timelines for filing complaints. Additional information can be found at Canada's Buy and Sell website at www.buyandsell.gc.ca under the heading "Supplier Dispute Management Process".

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2019-03-04) - Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to the Department of Finance's Mailroom by the date, time and place indicated on page 1 indicated of the bid solicitation.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 hard copy) and 1 soft copy on a USB key.

Section II: Financial Bid (1 hard copy) and 1 soft copy on a USB key.

Section III: Certifications (1 hard copy) and 1 soft copy on a USB key.

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

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

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

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

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

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

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex B, Basis of Payment. The total amount of Tax must be shown separately, if applicable.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.2 Technical Evaluation

Mandatory Technical Criteria

Note: Bidders may bid on any combination of Stream 1, Stream 2, and Stream 3 individually. Bidders cannot not bid on individual programs with the streams.

STREAM 1

Program A and B – Part-time Training (Group) and Part-time Short Training (Individual)

Mandatory Technical Criteria	Requirement	Reference within Proposal (indicate page #)
MT1	<p>Bidder Experience</p> <p>The Bidder must have completed a minimum of three (3) projects within the last five (5) years (between December 2014 and December 2019) that involved the provision of beginner, intermediate and advanced level language training to adults in both French and English to Government of Canada clients.</p> <p>Each proposed project must have involved training for a minimum of 50 employees.</p> <p>The Bidder must identify in its technical proposal the teaching methodology that is used when delivering this training.</p> <p>Examples of appropriate methodologies include:</p> <p><i>Programme de français langue seconde (PFL₂) and Communicative English at Work Program (CEWP).</i></p> <p>Each project summary by the Bidder must include:</p> <ul style="list-style-type: none"> a) Name, phone number and email address of client; b) Names of the Project Manager and / or proposed teacher resources that were involved in the project. c) Start and end date of the project; d) Name of project and description of the work involved, including how it is relevant to the requirements outlined in the Statement of Work. 	

MT2	<p>Project Manager The Bidder must propose a fluently bilingual (English/French) Project Manager to liaise with the Project Authority throughout the duration of the contract. The Bidder must include a copy of the Project Manager's CV within its technical proposal and must clearly outline and describe their experience as requested below.</p> <p>The Bidder's proposed Project Manager must have a minimum of five (5) years of experience since 2014 in managing language training contracts or projects on behalf of the Government of Canada.</p>	
MT3	<p>Teachers The Bidder must propose eight (8) French language training teachers and two (2) English language training teachers for this requirement.</p>	
MT4	<p>Work Location The Bidder's training classrooms must be located in Downtown Ottawa, within 1 kilometre (KM) walking distance of 90 Elgin Street.</p>	

STREAM 2**Program C and D – Full-time Short Program (Group) and Full-time Short Program (Individual)**

Mandatory Technical Criteria	Requirement	Reference within Proposal (indicate page #)
MT5	<p>Bidder Experience The Bidder must have completed a minimum of three (3) projects within the last five (5) years (between December 2014 and December 2019) that involved the provision of beginner, intermediate and advanced level language training to adults in both French and English to Government of Canada clients.</p> <p>Each proposed project must have involved training for a minimum of 50 employees.</p> <p>The Bidder must identify in its technical proposal the teaching methodology that is used when delivering this training.</p> <p>Examples of appropriate methodologies include:</p> <p><i>Programme de français langue seconde (PFL₂) and Communicative English at Work Program (CEWP).</i></p> <p>Each project summary by the Bidder must include:</p> <ul style="list-style-type: none"> a) Name, phone number and email address of client; b) Names of the Project Manager and / or proposed teacher resources that were involved in the project. c) Start and end date of the project; 	

	d) Name of project and description of the work involved, including how it is relevant to the requirements outlined in the Statement of Work.	
MT6	<p>Project Manager The Bidder must propose a fluently bilingual (English/French) Project Manager to liaise with the Project Authority throughout the duration of the contract. The Bidder must include a copy of the Project Manager's CV within its technical proposal and must clearly outline and describe their experience as requested below.</p> <p>The Bidder's proposed Project Manager must have a minimum of five (5) years of experience since 2014 in managing language training contracts or projects on behalf of the Government of Canada clients.</p>	
MT7	<p>Teachers The Bidder must propose eight (8) French language training teachers and two (2) English language training teachers for this requirement.</p>	
MT8	<p>Work Location The Bidder's training classrooms must be located in Downtown Ottawa, within 1 kilometre (KM) walking distance of 90 Elgin Street.</p>	

STREAM 3**Program E and F – Maintenance Training (Group) and Second Language Evaluations (SLE) Preparation Sessions**

Mandatory Technical Criteria	Requirement	Reference within Proposal (indicate page #)
MT9	<p>Bidder Experience The Bidder must have completed a minimum of three (3) projects within the last five (5) years (between December 2014 and December 2019) that involved the provision of beginner, intermediate and advanced level language training to adults in both French and English to Government of Canada clients.</p> <p>Each proposed project must have involved training for a minimum of 50 employees.</p> <p>The Bidder must identify in its technical proposal the teaching methodology that is used when delivering this training.</p> <p>Examples of appropriate methodologies include:</p> <p><i>Programme de français langue seconde (PFL₂) and Communicative English at Work (CEWP).</i></p> <p>Each project summary by the Bidder must include:</p> <ol style="list-style-type: none"> Name, phone number and email address of client; Names of the Project Manager and / or proposed teacher resources that were involved in the project. 	

	c) Start and end date of the project; d) Name of project and description of the work involved, including how it is relevant to the requirements outlined in the Statement of Work.	
MT10	<p>Project Manager The Bidder must propose a fluently bilingual (English/French) Project Manager to liaise with the Project Authority throughout the duration of the contract. The Bidder must include a copy of the Project Manager's CV within its technical proposal and must clearly outline and describe their experience as requested below.</p> <p>The Bidder's proposed Project Manager must have a minimum of five (5) years of experience since 2014 in managing language training contracts or projects on behalf of the Government of Canada clients.</p>	
MT11	<p>Teachers The Bidder must propose eight (4) French language training Teachers and two (2) English language training teachers for this requirement.</p>	

4.3 Financial Evaluation

1. A financial evaluation will be performed only on bids that are technically responsive, as set out in section 4 of this solicitation.
2. For the purposes of Financial Evaluation, the Department of Finance will evaluate price for Streams 1, 2 and 3 separately.
3. The bidder with the lowest evaluated price under each individual Stream will be recommended for contract award.
4. The Department may award one (1), two (2) or three (3) contracts.

Price will be evaluated in Canadian Dollars. The Pricing Table provided in Annex B will be used for the purposes of the financial evaluation.

4.4 Basis of Selection

Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.3 Integrity Provisions - Declaration of Convicted Offences

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

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

6.2 Standard Clauses and Conditions

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

6.3 General Conditions

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

6.4 Security Requirements

There is no security requirement applicable to the Contract.

6.5 Period of Contract

The period of the Contract is from _____ to _____ inclusive.

6.6 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year option periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.7 Authorities

6.7.1 Contracting Authority

Contracting Authority will be released at time of contract award.

The Contracting Authority for the Contract is:

Name: _____
Title: _____
Department of Finance
Address: _____

Telephone: ____-____-_____
E-mail address: _____

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

6.7.2 Project Authority

Project Authority will be released at time of contract award.

The Project Authority for the Contract is:

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

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

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

6.7.3 Contractor's Representative

TBD at time of contract award.

6.8 Proactive Disclosure of Contracts with Former Public Servants

TBD if applicable at time of contract award.

6.9 Payment

6.9.1 Basis of Payment - Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____.
Customs duties are _____ (insert "included", "excluded" or "subject to exemption") and
Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being

exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.9.2 Monthly Payment

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

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

6.9.3 Electronic Payment of Invoices – Contract

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

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International);
- c. Electronic Data Interchange (EDI);

6.9.4 Time Verification

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

6.9.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is

completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
2. Invoices must be distributed as follows:
- a. The original and one (1) copy must be forwarded to the following address for certification and payment.
TBD at time of contract award.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.10 Compliance

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

6.11 Applicable Laws

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

6.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2018-06-21);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____, as clarified on _____, as amended on _____ "

6.13 Recourse for suppliers with respect to the Procurement Process

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. There are several mechanisms available to suppliers to address concerns they may have related to federal government procurement, such as: the Office of the Procurement Ombudsman (OPO), the Canadian International Trade Tribunal (CITT), the Competition Bureau, and before the Federal Court of Canada and any of Canada's provincial superior courts. Regardless of the forum to which a supplier brings a complaint, there are strict timelines for filing complaints. Additional information can be found at Canada's Buy and Sell website at www.buyandsell.gc.ca under the heading "Supplier Dispute Management Process".

ANNEX "A"

STATEMENT OF WORK

LANGUAGE TRAINING FOR FINANCE CANADA

1.0 OBJECTIVE

Finance Canada requires the services of one or more Contractor(s) to provide group and individual language training services in French and English for Finance Canada employees in the National Capital Region.

This training is required for career development purposes, maintenance purposes and to help Finance Canada employees meet the language requirements of their positions.

2.0 BACKGROUND

Finance Canada currently offers a series of language training sessions to its employees with the contract expiring on March 31, 2020.

3.0 CONTRACT PERIOD

The initial contract period will be from April 1, 2020 to March 31, 2021. The contract includes two option year periods to be exercised at the discretion of Finance Canada as follows:

Option Year 1: April 1, 2021 – March 31, 2022

Option Year 2: April 1, 2022 – March 31, 2023

4.0 SCOPE OF WORK

The Contractor(s) must provide group and individual language training services in French and English for Finance Canada employees in the National Capital Region. These services will include part-time and full-time language training, maintenance language training and Second Language Evaluation (SLE) preparation sessions. These programs are described in further detail in section 5.0 of this Statement of Work.

For the initial contract period, the Contractor(s) must provide four consecutive language training sessions to Finance Canada employees between April 1, 2020 and March 31, 2021. Exact dates and schedules for the sessions will be determined following discussions with the Project Authority.

For Option Year 1, the Contractor(s) must provide four consecutive language training sessions to Finance Canada employees between April 1, 2021 and March 31, 2022. Exact dates and schedules for the sessions will be determined following discussions with the Project Authority.

For Option Year 2, the Contractor(s) must provide four consecutive language training sessions to Finance Canada employees between April 1, 2022 and March 31, 2023. Exact dates and schedules for the sessions will be determined following discussions with the Project Authority.

Duration of sessions per program:

Part-time (Group): 12 weeks

Part-time (Individual): 2 or more weeks

Full-time (Group): 4 weeks

Full-time (Individual): 2 or more weeks

Maintenance: 12 weeks
 Second Language Evaluations (SLE) Preparation:
 Reading/Writing: 9 hours (Group)
 Oral: 3 hours (Group) + 6 hours (Individual)

These sessions follow closely with the Government of Canada fiscal year quarters, outlined below:

Session 1 – April to June

Session 2 – July to September

Session 3 – October to December

Session 4 – January to March

5.0 PROGRAM DESCRIPTIONS

The Contractor(s) must provide each of the following programs during each session. The Contractor(s) is(are) responsible for the assessment of employees and to place these employees into the appropriate groups and levels. Before the commencement of each session, the Contractor(s) is to administer a placement test and interview each new employee individually in order to evaluate their linguistic level. The level of proficiency is based on the standards defined for each of the second language skills (reading, writing and oral interaction) as prescribed by the Treasury Board Secretariat's *Qualification Standards in Relation to Official Languages*. The levels are ordered from A (lowest) to C (highest).

Please refer to the following link for further information: <http://www.tbs-sct.gc.ca/gui/squn03-eng.asp>

STREAM 1

Program A

Part-time Training (Group): Finance Canada requires on average seven (7) part time language training groups per session (with approximately six employees per group) delivered one day per week (6 hours in duration) divided into two blocks of 3 hours per day at the beginner, intermediate and advanced levels (depending on employee learning needs). These language sessions will run for 12 weeks.

This element of the program is intended to provide exposure to an employee's second official language to enhance their career development opportunities and in some instances provide employees with a statutory requirement to attain language proficiency at levels B or C with a solid base in their second official language. The part-time program may also include specialized courses in English and French, such as writing skills.

The exact numbers of employees that participate in each session often fluctuate. An estimated number of hours is provided below:

Original Contract Period	Estimated Number of Hours
April 1, 2020 to March 31, 2021	2500
Option Year 1	Estimated Number of Hours
April 1, 2021 to March 31, 2022	2500
Option Year 2	Estimated Number of Hours
April 1, 2022 to March 31, 2023	2500

Program B

Part-time Short Training (Individual): Finance Canada requires short-term individual part-time training sessions delivered 1 day per week (7 hours per day in duration – 6 hours plus 1 hour lunch) at the beginner, intermediate and advanced levels in both English and French. These language sessions will run for a minimum of 2 weeks depending on the learning needs of the employee.

The exact numbers of employees that participate in each session often fluctuate. An estimated number of hours is provided below.

Original Contract Period	Estimated Number of Hours
April 1, 2020 to March 31, 2021	1000

Option Year 1	Estimated Number of Hours
April 1, 2021 to March 31, 2022	1000

Option Year 2	Estimated Number of Hours
April 1, 2022 to March 31, 2023	1000

STREAM 2**Program C**

Full-time Short Program (Group): Finance Canada requires four (4) language training groups per session (with approximately six employees per group) delivered 5 days per week (7 hours in duration - 6 hours plus 1 hour lunch) at the beginner, intermediate and advanced levels in both English and French. These language sessions will run for 4 weeks.

This element of the program is intended to provide beginners with a solid base and for intermediate and advanced levels the possibility of benefitting from full-time training prior to taking the oral assessment. The exact numbers of employees that participate in each session often fluctuate. An estimated number of hours is provided below.

Original Contract Period	Estimated Number of Hours
April 1, 2020 to March 31, 2021	2000

Option Year 1	Estimated Number of Hours
April 1, 2021 to March 31, 2022	2000

Option Year 2	Estimated Number of Hours
April 1, 2022 to March 31, 2023	2000

Program D

Full-time Short Program (Individual): Finance Canada requires short-term individual language training sessions delivered 5 days a week (7 hours per day in duration – 6 hours plus 1 hour lunch) at the beginner, intermediate and advanced levels in both English and French. These language sessions will run for a minimum of 2 weeks depending on the learning needs of the employee.

This element of the program is intended to provide beginners with a solid base and for intermediate and advanced levels the possibility of benefitting from full-time training prior to taking the oral assessment. The exact numbers of employees that participate in each session will fluctuate. An estimated number of hours is provided below.

Original Contract Period	Estimated Number of Hours
April 1, 2020 to March 31, 2021	2000
Option Year 1	Estimated Number of Hours
April 1, 2021 to March 31, 2022	2000
Option Year 2	Estimated Number of Hours
April 1, 2022 to March 31, 2023	2000

STREAM 3**Program E**

Maintenance Training (Group): Finance Canada offers maintenance classes for employees at various language proficiency levels. Finance Canada usually has 2 to 3 classes running simultaneously the majority of which are in French, but there is a requirement for English classes as well.

The exact number of participants and their levels fluctuate both during each session and between sessions. Courses are typically offered at two hours per week.

An estimated number of hours are provided below.

Original Contract Period	Estimated Number of Hours
April 1, 2020 to March 31, 2021	400
Option Year 1	Estimated Number of Hours
April 1, 2021 to March 31, 2022	400
Option Year 2	Estimated Number of Hours
April 1, 2022 to March 31, 2023	400

Program F

Second Language Evaluations (SLE) Preparation Sessions: Second Language Evaluations Preparation Sessions are typically offered in the last month of each session to prepare employees for their SLE examinations. The duration of these preparation sessions is three days for both Reading and Writing Evaluations. For oral interaction, group training for 3 hours followed by 6 hours of individual training.

The exact number of participants and their levels fluctuate both during each session and between sessions. An estimated number of hours are provided below.

Original Contract Period	Estimated Number of Hours
April 1, 2020 to March 31, 2021	320
Option Year 1	Estimated Number of Hours
April 1, 2021 to March 31, 2022	320
Option Year 2	Estimated Number of Hours
April 1, 2022 to March 31, 2023	320

CONTRACTOR RESOURCES

The Contractor(s) must ensure that the Project Manager and the Teacher resources are aware of new developments in adult education and in second-language instruction and training, and that Teacher resources have access to up-to-date teaching materials.

PROJECT MANAGER

The Contractor(s) must provide the services of a Project Manager that will be the main point of contact for the Project Authority throughout the duration of the contract. The Project Manager will be required to communicate on an ongoing basis with the Project Authority to report any problems or issues that may arise. The Project Authority and Project Manager will work together to discuss and resolve these issues.

The Project Manager is responsible for the assessment of employees to determine their language training needs and follow-up with written progress reports.

The Project Manager is responsible to monitor and supervise the performance of the teacher resources, including their educational practices and competencies.

The Project Manager is to submit all reports and deliverables to the Project Authority as requested in section 9.0 of this Statement of Work.

TEACHER RESOURCES

The Contractor(s) must provide the services of suitable teachers for the instruction of the French and English languages. The Contractor(s) shall provide teachers in accordance with the agreed upon training hours and schedule.

It is estimated that Finance Canada will require approximately eight (8) French language training teachers and two (2) English language training teachers throughout the duration of the contract.

The Contractor(s) will ensure that the rotation of teachers is kept to a minimum.

6.0 PROJECT AUTHORITY

The name of the Project Authority will be released at contract award.

7.0 CLIENT SUPPORT AND CONTRACTOR RESPONSIBILITIES

Contractor Responsibilities

The Contractor(s) must provide the following:

Learning Material

All learning materials required by both the teachers and Finance Canada employees shall be provided by the Contractor(s) at no additional cost to Finance Canada.

Hours of Work

Training shall be delivered during core business hours, Monday to Friday, with the exception of statutory holidays. Business hours are defined as between the hours of 7:00 A.M. and 6:00 P.M. Eastern Standard Time or Eastern Daylight Time. A training day will consist of up to six (6) hours of classroom instruction and 1 hour for lunch.

Administrative Support

The Contractor(s) must have the flexibility to integrate new employees into existing group classes. The Contractor(s) must accept training requests from the Project Authority by telephone. Written confirmation will follow within two business days following the verbal request from the Project Authority.

The Contractor(s) must make every effort to respond, via email, to all inquiries by the Project Authority within two business days.

If this is not possible, the Contractor(s) must advise the Project Authority and explain the reason for the delay.

8.0 DELIVERABLES AND REPORTING REQUIREMENTS

In addition to providing the services outlined in this Statement of Work, the Contractor(s) will be expected to produce the following deliverables and reports on an ongoing basis throughout the duration of the contract.

The reports will be prepared and provided in an electronic format in English that is compatible with MS Office 2016. Some reports must be presented in Excel 2016 to facilitate the process of data extraction and analysis. The method of delivering the report (e.g., e-mail) will be determined following discussions between the Project Manager and Project Authority.

Deliverable	Details	Frequency
Attendance Report	Required for each employee enrolled in the training courses. Information should be included in an Excel 2016 spreadsheet.	Monthly
Progress / Recommendation Report	Notes the strengths and weaknesses of employees and suggests areas for improvement. This report will evaluate an employee's progress against their objectives. This report must include an assessment of the participant's performance as well as language training recommendations based on progress in class and/or the results of the SLE tests. Language of the report will be in the employee's first official language.	Quarterly
Interim Report	A summary report of all training provided, activities and statistics of language training	Quarterly

	services provided. This report is required at the conclusion of each session. Information should be included in an Excel 2016 spreadsheet.	
Final Report	A summary report of all training provided, activities and statistics. This report is required at the conclusion of the initial contract period and any subsequent option years. Information should be included in an Excel 2016 spreadsheet.	Yearly
On Demand Reports	To be discussed with the Project Authority on a case-by-case basis.	To be discussed with Project Authority on a case-by-case basis.

9.0 CONDITIONS

Without restricting any other terms and conditions, any course can be cancelled or rescheduled in whole or in part by the Project Authority by giving written notice to the Contractor(s) of at least two (2) business days. There shall be no charges to the department for such a cancellation or rescheduling.

The Project Authority may withdraw participants from a course if he/she deems it necessary. The Project Authority will give two (2) business days written notice to the Contractor(s) to advise of withdrawals.

The Project Authority may request the replacement of the Project Manager or Teacher resources. If required, the Contractor(s) must propose replacement resources that deemed suitable to the project authority.

The Contractor(s) must identify a suitable replacement resource within ten (10) business days of receiving the request from the Project Authority.

10.0 WORK LOCATION (To be determined at time of contract award.)

The work associated with Stream 1 - programs A and B (part-time group and individual training) will be carried out at the Contractor's premises in Downtown Ottawa. For the purposes of this contract, Downtown Ottawa is defined as a training classroom location that is within a 1 kilometre (KM) walking distance of Finance Canada offices located at 90 Elgin Street.

The work associated with Stream 2 - programs C and D (full-time group and individual training) will be carried out at the Contractor's premises in Downtown Ottawa. For the purposes of this contract, Downtown Ottawa is defined as a training classroom location that is within a 1 kilometre (KM) walking distance of Finance Canada offices located at 90 Elgin Street.

The work associated with Stream 3 - programs E and F (maintenance training and SLE preparation sessions) will be held at Finance Canada's premises located at 90 Elgin Street, Ottawa.

11.0 TRAVEL

There are no travel costs associated with this contract.

12.0 SECURITY

There is no security requirement.

ANNEX B**BASIS OF PAYMENT**

The Contractor will be paid its costs reasonably and properly incurred in the performance of the work, in accordance with the applicable program listed below.

STREAM 1

TOTAL EVALUATED PRICE FOR STREAM 1 = Total Cost of Programs A and B for Original Contract Period + Option Year 1 + Option Year 2.

Program A**Part-time Training (Group)**

Original Contract Period	Estimated Number of Hours	Bidder's Hourly Rate	Total Cost
April 1, 2020 to March 31, 2021	2500		

Option Year 1	Estimated Number of Hours	Bidder's Hourly Rate	Total Cost
April 1, 2021 to March 31, 2022	2500		

Option Year 2	Estimated Number of Hours	Bidder's Hourly Rate	Total Cost
April 1, 2022 to March 31, 2023	2500		

Program B**Part-time Short Training (Individual)**

Original Contract Period	Estimated Number of Hours	Bidder's Hourly Rate	Total Cost
April 1, 2020 to March 31, 2021	1000		

Option Year 1	Estimated Number of Hours	Bidder's Hourly Rate	Total Cost
April 1, 2021 to March 31, 2022	1000		

Option Year 2	Estimated Number of Hours	Bidder's Hourly Rate	Total Cost
April 1, 2022 to March 31, 2023	1000		

STREAM 2

TOTAL EVALUATED PRICE FOR STREAM 2 = Total Cost of Programs C and D for Original Contract Period + Option Year 1 + Option Year 2.

Program C

Full-time Short Program (Group)

Original Contract Period	Estimated Number of Hours	Bidder's Hourly Rate	Total Cost
April 1, 2020 to March 31, 2021	2000		

Option Year 1	Estimated Number of Hours	Bidder's Hourly Rate	Total Cost
April 1, 2021 to March 31, 2022	2000		

Option Year 2	Estimated Number of Hours	Bidder's Hourly Rate	Total Cost
April 1, 2022 to March 31, 2023	2000		

Program D

Full-time Short Program (Individual)

Original Contract Period	Estimated Number of Hours	Bidder's Hourly Rate	Total Cost
April 1, 2020 to March 31, 2021	2000		

Option Year 1	Estimated Number of Hours	Bidder's Hourly Rate	Total Cost
April 1, 2021 to March 31, 2022	2000		

Option Year 2	Estimated Number of Hours	Bidder's Hourly Rate	Total Cost
April 1, 2022 to March 31, 2023	2000		

STREAM 3

TOTAL EVALUATED PRICE FOR STREAM 3 = Total Cost of Programs E and F for Original Contract Period + Option Year 1 + Option Year 2.

Program E

Maintenance Training (Group)

Original Contract Period	Estimated Number of Hours	Bidder's Hourly Rate	Total Cost
April 1, 2020 to March 31, 2021	400		

Option Year 1	Estimated Number of Hours	Bidder's Hourly Rate	Total Cost
April 1, 2021 to March 31, 2022	400		

Option Year 2	Estimated Number of Hours	Bidder's Hourly Rate	Total Cost
April 1, 2022 to March 31, 2023	400		

Program F

Second Language Evaluations (SLE) Preparation Sessions

Original Contract Period	Estimated Number of Hours	Bidder's Hourly Rate	Total Cost
April 1, 2020 to March 31, 2021	320		

Option Year 1	Estimated Number of Hours	Bidder's Hourly Rate	Total Cost
April 1, 2021 to March 31, 2022	320		

Option Year 2	Estimated Number of Hours	Bidder's Hourly Rate	Total Cost
April 1, 2022 to March 31, 2023	320		