



**RETURN BID TO/ RETOURNER LES SOUMISSIONS À :**

Canada Border Services Agency (CBSA)  
Agence des services frontaliers du Canada (ASFC)

Email / courriel:

[CBSA-ASFC\\_Solicitations-  
Demandes\\_de\\_soumissions@cbsa-asfc.gc.ca](mailto:CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca)

**Request for Proposal  
Demande de proposition**

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

**Proposition à : l'Agence des services frontaliers du Canada (ASFC)**  
Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments – Commentaires :**

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

Issuing Office - Bureau de distribution

CBSA - ASFC  
355, North River Road, Tower B, 17<sup>th</sup> Floor  
Ottawa, Ontario  
K1A 0L8

Title – Sujet: Online Second Languages Training and Tutoring Services	
Solicitation No. – N° de l'invitation 1000347696	Date: May 25, 2020

Solicitation Closes – L'invitation prend fin At /à: 02:00 PM (hours/heures) On/le: July 7, 2020	Time Zone – Fuseau horaire <input type="checkbox"/> EST (Eastern Standard Time)/ HNE (heure normale de l'Est) <input checked="" type="checkbox"/> EDT (Eastern Daylight Saving Time)/ HAE (heure avancée de l'Est)
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F.O.B. – F.A.B.	
Plant-Usine: <input type="checkbox"/>	Destination: <input type="checkbox"/> Other – Autre: <input checked="" type="checkbox"/>
Address Enquiries to – Adresser toutes questions à:  <b>All communications related to this solicitation must be sent to:</b>  EMAIL: <a href="mailto:CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca">CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca</a>  Attn: Glenn Tucker	

Telephone No. - No de téléphone: 343-551-6791	FAX No. - No de télécopieur :
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Destination - of Goods and or Services: Destination - des biens et ou services : Canada Border Services Agency (CBSA) – Agence des services frontaliers du Canada (ASFC)
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**Instructions:** See Herein – Voir aux présentes

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

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



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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 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, the Federal Contractors Program for Employment Equity - Certification, and any other annexes.

### 1.2 Summary

The Canada Border Services Agency (CBSA) has a requirement for an online Second Languages Training and Tutoring Services for Border Services Officers (BSO).

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

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

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

### 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 Mechanisms

A potential supplier that has concerns regarding a federal procurement process is encouraged to first contact the **government institution that issued the Contract**. The fact that an objection is first directed to a government institution does not prevent a potential supplier from seeking recourse elsewhere. Should a Supplier wish to seek recourse outside of the issuing government institution, please refer to the [Recourse Mechanisms](#) page on the Buyandsell.gc.ca website and the clause below.



**a) Canadian International Trade Tribunal**

A supplier may have recourse with the Canadian International Trade Tribunal (CITT) provided:

- The procurement is covered by at least one trade agreement;
- There is a perceived breach to a trade agreement obligation; and
- The complaint is filed with the CITT no later than 10 working days after the day on which the basis of the complaint became known or reasonably should have become known.

For more information on CITT and its rules and procedures, please refer to: [Canadian International Trade Tribunal](#).

**b) Office of the Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information about OPO, including the available services, please visit the OPO website.



## 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: 120 days

### 2.2 Submission of Bids

Bids must be submitted only to Canada Border Service Agency (CBSA) by the date, time and place indicated on page 1 of the bid solicitation.

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

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to 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 FPS in receipt of a pension, as applicable:

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

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

#### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

#### 2.4 Enquiries - Bid Solicitation

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

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

#### 2.5 Applicable Laws



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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 **five (5) 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 (one (1) electronic copy)

Section II: Financial Bid (one (1) electronic copy)

Section III: Certifications (one (1) electronic 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;
- c) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- d) Include a table of contents.
- e) Electronic copies will be accepted in any of the following electronic formats:
  - Portable Document Format (.pdf)
  - Microsoft Word 97/2000 (.doc)
  - Microsoft Excel 97/2000 (.xls)

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

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

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

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Annex "B", Basis of Payment.

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

#### **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 evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

The technical bid must substantiate the compliance of the bidder and its products and services with the specific requirements which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response", where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

##### 4.1.1.1 Mandatory Technical Criteria

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

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by a Bidder to meet any one of the mandatory requirements will render the Bidder's proposal **nonresponsive and will not be given further consideration**. The treatment of mandatory requirements in any procurement process is absolute. Each mandatory technical criterion should be addressed separately.

Item No.	Mandatory Technical Criterion	MET	NOT MET
MT1	<p>The Bidder must demonstrate its experience in providing language training to Federal government employees who need to meet specified linguistic profiles as a requirement of their work position. The Bidder is to provide two (2) projects within the last 48 months.</p> <p>For each project presented, the Bidder must:</p> <ul style="list-style-type: none"> <li>a. Provide a summary highlighting how they provided training for the government SLE levels (A, B, C): <ul style="list-style-type: none"> <li>i. The scope of work, and</li> <li>ii. Key responsibilities</li> </ul> </li> <li>b. Provide the name of the organization;</li> <li>c. Identify the start and end date of the work provided under the project, and</li> <li>d. Identify the value of the project.</li> </ul>		
MT2	The Bidder must demonstrate its capability in providing tutor-led training delivered in virtual classroom and by the telephone, seven (7) days per week.		
MT3	The Bidder must propose a Commercial Off-The-Shelf (COTS) subscription-based second language training in Canadian French and Canadian English delivered via web portal accessible 24 hours a day/ 7 days a week/365 days a year.		



Item No.	Mandatory Technical Criterion	MET	NOT MET
MT4	<p>The Bidder must demonstrate that the proposed tutors have a minimum of 24 months of experience on two (2) projects similar in nature to the work described in Annex "A", Statement of work, within the past 60 months.</p> <p>For each project presented, the Bidder must:</p> <ol style="list-style-type: none"> <li>a. Provide the proposed tutor's name</li> <li>b. Provide a summary highlighting each of the following components:               <ol style="list-style-type: none"> <li>i. The scope of work, and</li> <li>ii. Key responsibilities</li> </ol> </li> <li>c. Provide the name of the organization; and</li> <li>d. Identify the project start and end date.</li> </ol>		
MT5	<p>The Bidder's proposed tutors must hold a valid:</p> <ul style="list-style-type: none"> <li>• a university degree in a discipline that is relevant to the mandate;</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• a university certificate relevant to the mandate <sup>[1]</sup>, such as, but not limited to, linguistics, translation, education, literature, communications or journalism.</li> </ul> <p><sup>[1]</sup> To be valid any university certificates must be for a 1 year or a 2 term/semester program.</p> <p>The Bidder must provide a readable copy of the university degree and/or university certification in English or French with its bid.</p>		

#### 4.1.1.2 Point Rated Technical Criteria

Each Technical Bid that meets all the Mandatory Requirements specified above will be evaluated and scored in accordance with the following point-rated evaluation criteria tables. Each point rated technical criterion should be addressed separately.

For each project summary provided, Bidders are required to provide specific dates (month and year) of experience as well as the total duration of project (number of months). The month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

**NOTE: If the bidder's technical proposal does not score (32/45) or more of the rated technical criteria, the bidder's proposal will be deemed non-compliant.**

Item No.	Description	Scoring Methodology	Maximum Points	Cross Reference to Proposal
RT1	<p>The bidder should provide a comprehensive work plan that:</p> <ul style="list-style-type: none"> <li>• demonstrates a logical organization of tasks to be completed and scheduling for the project as per the Statement of Work, including resources to be consulted; and</li> </ul>	<p><b>20 points - Excellent Draft Work Plan:</b> Realistic details and explanations of work phase definitions, activities, deadlines and deliverables resulting in a complete understanding of the work</p>	20	



Item No.	Description	Scoring Methodology	Maximum Points	Cross Reference to Proposal
	<ul style="list-style-type: none"> <li>where applicable, provides details on team composition, the responsibilities of the team members and expected efforts per task (in person days); and</li> <li>demonstrates the level of effort is appropriate for the tasks outlined in the Statement of Work.</li> </ul>	<p>plan, its practicality, achievability and compliance to the statement of work. Level of effort is very well distributed amongst resource(s). The mitigation strategy presented offers a high likelihood of successful completion of the work.</p> <p><b>15 points - Solid Draft Work Plan:</b> Sufficient detail presented on work phase definitions, activities, deadlines and deliverables to provide a substantiated and rational plan whose likelihood of successful implementation is high. Level of effort is well distributed amongst resource(s). The mitigation strategy presented offers a reasonable assurance of successful completion of the work.</p> <p><b>10 points - Weak Draft Work Plan</b> Incomplete and/or insufficient detail provided on work phase definitions, activities, deadlines and deliverables; some inconsistencies or lack of realism. Level of effort is acceptably distributed among resource(s). Only a superficial mitigation strategy is presented.</p> <p><b>0 points - Poor Draft Work Plan</b> Either no work plan is submitted or, the work plan submitted has an absence or near absence of work phase definitions, specific activities, deadlines and deliverables; unrealistically presented methods/ outcomes/ outputs/timing. Level of effort is unrealistically divided between resource(s) or is not presented. No mitigation strategy or only a superficial</p>		



Item No.	Description	Scoring Methodology	Maximum Points	Cross Reference to Proposal
		mitigation strategy is presented.		
RT2	The Bidder should demonstrate they have relevant experience providing web based and/or online software services second language training within the past ten (10) years.	1 project = 5 points 2 projects = 10 points 3 projects = 15 points	15	
RT3	The Bidder should provide a product demo through a valid internet portal/web address demonstrating all of the elements within the course design section identified at Annex "A", Statement of Work.	<p><b>10 points - Excellent Product Demo:</b> Provides a webinar that demonstrates the elements listed within the course design section of the Statement of Work. Provides examples of the web portal functionality, achievability and compliance to the statement of work The webinar presented offers a high likelihood of successful completion of the work.</p> <p><b>5 points - Solid Product Demo:</b> Sufficient detail presented on the functionality of the web portal to provide a substantiated and rational example whose likelihood of successful implementation is high. The webinar presented offers a reasonable assurance of successful completion of the work.</p> <p><b>0 points - Poor Product Demo:</b> Either no product Demo is submitted or, the Demo submitted has an absence or near absence of appropriate functionality, unrealistically presented methods, and offers an unreasonable assurance of successful completion of the work.</p>	10	
<b>Maximum Points Available</b>				<b>45</b>
<b>Minimum Points Required</b>				<b>32</b>

4.2. Basis of Selection

4.2.1 Contractor Selection Method Basis of Selection - Highest Combined Rating of Technical Merit

1. To be declared responsive, a bid must:



- a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 32 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 45
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
  3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
  4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
  5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
  6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
  7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)</b>			
	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	115/135	89/135	92/135
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$
<b>Combined Rating</b>	83.84	75.56	80.89
<b>Overall Rating</b>	1st	3rd	2nd



## **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

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

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

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

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

#### **5.2.1 Integrity Provisions - Required Documentation**

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

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

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

##### **5.2.3.1 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives



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

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

#### **5.2.3.2 Rate or Price Certification**

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

#### **5.2.3.3 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

#### **5.2.3.4 Certification of Language - Bilingual**

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.



## 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.

#### 6.2.1 General Conditions

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

#### 6.2.2 Supplemental General Conditions

[4006](#) (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

### 6.3 Security Requirements

There is no security requirement applicable to the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The Work is to be performed from the date of contract award for a period of one (1) year.

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **four (4) additional one (1) year period(s)** 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 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.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Glenn Tucker  
Title: Procurement and Contracting Officer  
Organization: Canada Border Services Agency  
Strategic Procurement Division  
Address: 355 North River Road, Tower B, 17<sup>th</sup> floor  
Ottawa, Ontario, K1A 0L8





Telephone: 343-551-6791
Email: glenn.tucker@cbsa-asfc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is:

Will be identified at Contract award.

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.

6.5.3 Technical Authority

The Technical Authority for the Contract is:

Will be identified at Contract award.

The Technical Authority named above 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.

6.5.4 Contractor's Representative

Table with 2 columns: General Enquiries and Backup. Each column contains fields for Name, Title, Telephone, and Email.

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports...

6.7 Payment

6.7.1 Basis of Payment - Firm Price - Services

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ (insert amount at contract award). Customs duties are excluded and Applicable Taxes are extra.



### 6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*amount will be inserted at Contract Award*). Customs duties are excluded 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.

### 6.7.3 Method of 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.

### 6.7.4 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department  
SACC Manual clause [C2000C](#) (2007-11-30), Taxes - Foreign-based Contractor

### 6.7.5 Discretionary Audit

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

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.



#### 6.7.6 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.

#### 6.8 Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show the applicable contract number.
- c. By submitting invoices the Contractor is certifying that the goods and/or services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. All invoices must be submitted using the following method (**only one copy of the invoice should be sent to the Agency**):

**Email:** Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.

[vendors-fournisseurs@cbsa-asfc.gc.ca](mailto:vendors-fournisseurs@cbsa-asfc.gc.ca)

This email address is to be used for submitting invoices and for payment status inquiries.

#### **Direct Deposit:**

The Government of Canada will soon be phasing out federal government cheques; we strongly encourage Businesses that supply goods and services to the Government of Canada to enrol in direct deposit for account payable.

Please contact [ca-ci@cbsa-asfc.gc.ca](mailto:ca-ci@cbsa-asfc.gc.ca) to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.

**IMPORTANT NOTE:** If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.

#### 6.9 Certifications and Additional Information

##### 6.9.1 Compliance

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

##### 6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.



## 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

## 6.11 Priority of Documents

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

- a) the Articles of Agreement;
- b) the supplemental general conditions - 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- c) the general conditions 2035 (2018-06-21) - General Conditions - Higher Complexity -Services
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*", as clarified on \_\_\_\_\_ " *or* ", as amended on \_\_\_\_\_ " *and insert date(s) of clarification(s) or amendment(s)*).

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

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

**OR**

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

## 6.13 Insurance

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

## 6.14 Recourse Mechanisms

A Contractor that has concerns regarding a federal procurement process is encouraged to first contact the **government institution that issued the Contract**. The fact that an objection is first directed to a government institution does not prevent a potential supplier from seeking recourse elsewhere. Should a Supplier wish to seek recourse outside of the issuing government institution, please refer to the [Recourse Mechanisms](#) page on the Buyandsell.gc.ca website and the clause below.

### a) Canadian International Trade Tribunal

A Contractor may have recourse with the Canadian International Trade Tribunal (CITT) provided:

- The procurement is covered by at least one trade agreement;
- There is a perceived breach to a trade agreement obligation; and
- The complaint is filed with the CITT no later than 10 working days after the day on which the basis of the complaint became known or reasonably should have become known.

For more information on CITT and its rules and procedures, please refer to: [Canadian International Trade Tribunal](#).



**b) Office of the Procurement Ombudsman**

A Contractor may have recourse with the Office of the Procurement Ombudsman provided:

- The contract has been awarded;
- Complainant is a Canadian supplier;
- Complaint is filed in writing, within 30 working days after public notice of the award of the contract; and
- A complaint regarding the award of a contract with a value less than \$25,300 for goods or less than \$101,100 for services.

For more information on the Procurement Ombudsman rules and procedures, please refer to: [Office of the Procurement Ombudsman](#).

A supplier may also have recourse to the Federal Court of Canada or the Provincial Superior Courts.

**c) Office of the Procurement Ombudsman - Dispute Resolution**

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

**d) Office of the Procurement Ombudsman – 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 complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



## ANNEX "A"

### STATEMENT OF WORK

#### 1. Title

Online Second Language Training and Tutoring Services

#### 2. Background

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

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

#### 3. Objective

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

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

#### 4. Requirements

The solution is to comprise of the following:

- a subscription-based training delivered via web portal accessible for all CBSA employees;
- a tutor-led training delivered by telephone, not excluding possible in-person or virtual classroom;
- a language proficiency level evaluation delivered by a web portal and ongoing evaluation on student's progress;
- an on-site, virtual or tutor-led SLE preparation coaching; and possible virtual lunch and learn sessions for oral maintenance.

The propose solution must also comply with the following principles:

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

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

- Pacific
- Prairie



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

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

## 5. Tasks

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

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

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

### Course Design

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

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

### Web Portal

- The subscription web portal must deliver, enable and support bilingual language training;
- The web portal must enable users to maintain and improve their language skills in accordance with the Government of Canada Qualifications Standards in Relation to Official Languages;
- The web portal must be able to run and function properly within the technical environment described in section 8 including any laptop, desktop or server;
- The web portal must provide language training content at the levels A, B, and C in accordance with the Government of Canada Qualification Standards in Relation to Official Languages;
- The web portal must enable users to start their training at the appropriate proficiency level based on the Government of Canada Qualification Standards in Relation to Official Languages;
- The web portal must enable users to prepare individually for Second Language Evaluation tests (English and French) prescribed by the Public Service Commission of Canada.
- The web portal must be available 24 hours a day/ 7 days a week/365 days a year;



- h. The web portal must enable users to register and provide personal data in an automated and secure environment;
- i. The web portal must enable customization of access rights and grouping of users;
- j. The web portal must enable users to access their personal profile via a password, including their training schedule (number of hours of training per week and the course schedule with the tutor);
- k. The web portal must enable administrators to monitor activities and usage of all users;
- l. The web portal must enable administrators to download usage reports;
- m. The web portal must enable administrators to track the hours billed for any training session and enable administrators to download invoices;
- n. The web portal must ensure the security of personal data and information.
- o. All information and functionality must be accessed through a single platform.

#### **Tutor Service**

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

#### **Proficiency Level Evaluation Criteria**

The Contractor must evaluate, online or by telephone, each user to determine their proficiency level for each of the three language skills (written comprehension in the second official language; written expression in the second official language; and / or oral proficiency in the second official language) according to the Government of Canada Qualification Standards in Relation to Official Languages (<http://www.tbs-sct.gc.ca/gui/squn03-eng.asp>);

Once the evaluation is completed, the Contractor must submit the results to the administrator and provide a training plan tailored to the proficiency level of each user (levels A, B, or C and the estimated number of hours of training).





## Course Delivery

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

## Reporting Requirement

The supplier must be able to provide detailed attendance and progress reports.

Distribute and ask each student to fill out the satisfaction forms at the end of their training;

## 6. Deliverables

The Contractor must submit the following deliverables:

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

## 7. Format of Deliverables

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

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

- Electronic copy (MS Office, PDF etc.)

## 8. Technical Environment

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

### Browsers

Microsoft Internet Explorer 10+

### Browser plugin

Flash Player: minimum v10

### Operating Systems

Windows XP or later

Android 5.0 or later (Tablet)

iOS 8 (Tablet)

## 9. Constraints

- a. The web portal server must be hosted in Canada;
- b. The contractor must advise CBSA in writing for any down time maintenance of the web portal within 48 hours;



- 
- c. In the event of an unforeseen server outage, the contractor must advise CBSA in writing immediately;
  - d. When tutoring services are provided online, by telephone or in-person, the Contractor must bear the costs for calls and any other costs associated with the delivery of online services (tutor calls the candidate);
  - e. In the event of an absence or unforeseen circumstances, the contractor must be able to replace the instructor with the minimum qualifications;
  - f. The contractor must provide technical assistance for the online software at no additional cost to the CBSA.

**10. Language of Work**

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

**11. Location of Work**

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

**12. Travel**

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



**ANNEX "B"**

**BASIS OF PAYMENT**

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

**A. INITIAL CONTRACT PERIOD**

**1. Subscription Based Online Second Language tool (Table 1)**

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

**2. Professional Services (Table 2)**

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

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

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

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

**3. Direct Expenses (Table 3)**

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

<b>INITIAL CONTRACT PERIOD - SUM OF ALL TABLES - EVALUATED PRICE (EXCLUDING TAXES)</b>	<b>\$</b>
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**B. OPTIONS PERIODS**

**OPTION PERIOD 1**

**1. Subscription Based Online Second Language tool (Table 1)**

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

**2. Professional Services (Table 2)**

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

**3. Direct Expenses (Table 3)**

Other expenses	Amount	TOTAL
<p><b>Direct Expenses:</b> Materials, supplies, and other direct expenses incurred during the performance of the Work at actual cost without a mark-up.</p> <p>All original supporting documentation is required for the reimbursement of all direct expenses and sub-contracts.</p>		

<b>OPTION PERIOD 1 - SUM OF ALL TABLES - EVALUATED PRICE (EXCLUDING TAXES)</b>	<b>\$</b>
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**OPTION PERIOD 2**

**1. Subscription Based Online Second Language tool (Table 1)**

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

**2. Professional Services (Table 2)**

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



**3. Direct Expenses (Table 3)**

Other expenses	Amount	TOTAL
<b>Direct Expenses:</b> Materials, supplies, and other direct expenses incurred during the performance of the Work <b>at actual cost</b> without a mark-up.  All original supporting documentation is required for the reimbursement of all direct expenses and sub-contracts.		

<b>OPTION PERIOD 2 - SUM OF ALL TABLES - EVALUATED PRICE (EXCLUDING TAXES)</b>	\$
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**OPTION PERIOD 3**

**1. Subscription Based Online Second Language tool (Table 1)**

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

**2. Professional Services (Table 2)**

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

**3. Direct Expenses (Table 3)**

Other expenses	Amount	TOTAL
<b>Direct Expenses:</b> Materials, supplies, and other direct expenses incurred during the performance of the Work <b>at actual cost</b> without a mark-up.  All original supporting documentation is required for the reimbursement of all direct expenses and sub-contracts.		

<b>OPTION PERIOD 3 - SUM OF ALL TABLES - EVALUATED PRICE (EXCLUDING TAXES)</b>	\$
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**OPTION PERIOD 4**

**1. Subscription Based Online Second Language tool (Table 1)**

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

**2. Professional Services (Table 2)**

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

**3. Direct Expenses (Table 3)**

Other expenses	Amount	TOTAL
<p><b>Direct Expenses:</b> Materials, supplies, and other direct expenses incurred during the performance of the Work at actual cost without a mark-up.</p> <p>All original supporting documentation is required for the reimbursement of all direct expenses and sub-contracts.</p>		

<b>OPTION PERIOD 4 - SUM OF ALL TABLES - EVALUATED PRICE (EXCLUDING TAXES)</b>	\$
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<b>TOTAL SUM OF ALL PERIODS - EVALUATED PRICE (EXCLUDING TAXES)</b>	\$
<b>Applicable Taxes</b>	\$
<b>Total</b>	\$



## ANNEX "C" to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)