



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

Title - Sujet French Language Training	
Solicitation No. - N° de l'invitation MA021-200042/A	Date 2020-10-22
Client Reference No. - N° de référence du client MA021-20-0042	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-219-11100	
File No. - N° de dossier HAL-0-85070 (219)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-11-10	Time Zone Fuseau horaire Atlantic Standard Time AST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Richard, Linda K.	Buyer Id - Id de l'acheteur hal219
Telephone No. - N° de téléphone (902) 402-9059 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MARINE ATLANTIC INC. 65 MEMORIAL DRIVE NORTH SYDNEY NOVA SCOTIA B2A 0B9 CANADA	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, the Task Authorization Form 572.

1.2 Summary

- 1.2.1 Marine Atlantic requires the provision of French language training for eligible employees. Language services will include the provision of virtual training, tutoring, testing and language maintenance services to MAI employees via eLearning and/or virtual instructor-led training.
- 1.2.2 This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information

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.

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](#) (2020-05-28) 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 Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in Nova Scotia the email address is:

TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca

Facsimile: 902-496-5016

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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: 2019-01](#) 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.

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)

- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

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.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

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

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.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

See Attachment 1 to Part 4, Technical Criteria

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price

4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

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
2. obtain the required minimum of 55 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 80 points.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80 % for the technical merit and 20 % 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 80 %.

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20 %.
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 80/20 ratio of technical merit and price, respectively. The total available points equals 80 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	70/80	80/80	75/80
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Technical Merit Score	70/80 x 80 = 70	80/80 x 80 = 80	75/80 x 80 = 75
Calculations Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating	102.73	116.00	115.00
Overall Rating	3	1	2

ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

MANDATORY TECHNICAL CRITERIA

The Bidder must include the following Mandatory Submission Requirement Table in their proposal, indicating that their proposal meets the mandatory technical criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met. The Bidder must provide the necessary documentation to support compliance with this requirement.

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

Item	Mandatory Submission Requirement Table	Compliant (Yes/No)	Reference to Offeror's Proposal
M1	Copy of Bachelor of Education University Degree from a recognized Canadian institution for each proposed Trainer. If the studies were completed at an institution outside Canada, only an equivalency certificate from a recognized post-secondary educational institution recognizing the credentials as Canadian equivalencies will be accepted.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	Proof Offeror's Program and all proposed trainers are qualified and meet Government of Canada A, B, C Proficiency levels.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	Annex "C", signed Table of Compliance	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M4	Complete Annex "D", Summary of Personnel and the table of Detailed Description for each proposed resource.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

RATED TECHNICAL CRITERIA

Rated Technical Criteria No.	Point Rated Technical Criterion	Bid Preparation Instructions	Total Points
<u>RT1</u>	<p>Testing Training & Tutoring Program</p> <p>Offeror must demonstrate capability to provide preliminary evaluation, testing, training and tutoring services for oral and written communication.</p>	<p>A detailed description of Offeror's testing, training and tutoring program. Include in your description information such as:</p> <p>i) how evaluation is conducted; ii) how many tutoring sessions per month would the employee receive; iii) does the program include both written and oral components; iv) accessibility to material and to tutors</p>	<u>30</u>
<u>RT2</u>	<p>Maintenance program</p> <p>Offeror must demonstrate capability to provide a virtual and flexible maintenance program.</p>	<p>A detailed description of Offeror's maintenance program. Include in your description information such as:</p> <p>i) how many tutoring sessions per month offered to employee; ii) does the maintenance program include both written and oral; iii) accessibility to training materials.</p>	<u>20</u>
<u>RT3</u>	<p>Electronic Learning Program and Management System</p> <p>Offeror must demonstrate capability to provide an Electronic Learning Program and Management System.</p>	<p>A detailed description of Offeror's Electronic Learning Program and Management System. Include in your description information such as:</p> <p>i) screen shots of program ii) ease of use iii) level of progress details provided.</p>	<u>20</u>
<u>RT4</u>	<p>Demonstrated Experience</p> <p>The Offeror must demonstrate that it is a recognized service provider to other government agencies / Crown Corps covered by the Official Languages Act. Also, that it has at least two (2) years'</p>	<p>Provide the following information for each client organization to demonstrate its experience.</p> <p>i) The names, email address and phone numbers of authorities to contact for each client organization for which it has provided French second language training services; ii) For each client organization</p>	<u>10</u>

	<p>experience acquired since January 2015 in providing French second language training services for two (2) different client organizations.</p>	<p>listed please provide a detailed description of the work performed by the Offeror that demonstrates that the Offeror has the required experience listed in the Statement of Work and,</p> <p>iii) Indicate the duration period (from MM/YY to MM/YY) and include the number of weeks and hours per week during which the French second-language training services were provided.</p>	
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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

5.1.2.1.1 SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

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 property 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.

PART 6 – INSURANCE REQUIREMENTS

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.2 Task Authorization

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

7.1.2.1 Task Authorization Process

Task Authorization:

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

Task Authorization Process:

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$(TBD), Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and Contracting Authority before issuance.

7.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 15% of the Maximum Contract Value.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's

maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

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

7.1.2.5 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035 \(2020-05-28\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed from date of award for a period of two years.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional option periods –Period 1 for two years and Period 2 for one year. 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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Linda Richard
Title: Acting Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row
Halifax, Nova Scotia B3J 1T3
Telephone: (902) 402-9059
Facsimile: (902) 496-5016
E-mail address: linda.k.richard@pwgsc-tpsgc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Contract is: (To be named upon award of contract)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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

7.5.3 Contractor's Representative (TO BE COMPLETED BY BIDDER)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit prices in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ (TBD upon award of contract). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 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.

7.7.4 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);

7.7.5 Discretionary Audit

SACC Manual Clause C0100C (2010-01-11) Discretionary Audit – Commercial Goods and/or Services

7.7.6 Time Verification

SACC Manual Clause C0711C (2008-05-12) Time Verification

7.8 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.
2. Invoices must be distributed as follows:
 - a. The original must be emailed to the following address:

invoices@marine-atlantic.ca

7.9 Certifications and Additional Information

7.9.1 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.

7.10 Applicable Laws

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

7.11 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 general conditions 2035 (2020-05-28), General Conditions - Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (g) Annex C, Insurance Requirements;
- (h) the signed Task Authorizations (including all of its annexes, if any)
- (i) the Contractor's bid dated _____, (*insert date of bid*)

7.12 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex C . The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"

STATEMENT OF WORK

The Supplier will provide all eligible Marine Atlantic Inc. ("MAI") employees with French language training flexible with their work schedules and professional obligations. Language services will include the provision of virtual training, tutoring, testing and language maintenance services to MAI employees via eLearning and / or virtual instructor led training.

A.1 Location

Remotely

A.2 Coordinating

1. MAI - Point of Contact(s)

MAI will appoint an individual to act as the MAI POC. The offeror shall ensure that all Services is coordinated with the MAI POC or their designate.

2. Supplier – Point of Contact(s)

The Supplier must appoint a primary point of contact to oversee all activities and act as the single point of contact for all administrative, contractual, and coordination matters related to the Deliverables. They will be responsible for coordinating all work efforts and shall ensure single point accountability for all work performed.

A.3 Service Requirements

The Supplier must be able to provide the following services:

1. Provide testing, training, tutoring, and language maintenance services for oral and written communication in either official languages (English and French) via eLearning and / or virtual instructor led training (i.e. WebEx or phone).
2. Twenty-Four (24) Hours/ seven days per week access to training material on an as and when requested basis, for up to 60 employees per fiscal year, using an online training program to which it holds the intellectual property rights or user rights.
3. Provide a flexible schedule for services that meet needs of employees working full-time and shift work.
4. Conduct a preliminary evaluation via phone or WebEx and provide a detailed report to MAI POC outlining each employee's potential placement in the program, detailing the learning needs and expected duration of training.
5. Based on the assessment results, the supplier will determine the appropriate placement level of each participant:

- a) Beginner
- b) Intermediate; or
- c) Advanced

French language training is intended for employees to maintain their language proficiency levels and employees who have a requirement to attain second language evaluation language proficiency levels A, B or C in the three following abilities:

- a) Written Expression;
- b) Written Comprehension; and
- c) Oral Proficiency

6. Provide personalized one-on-one tutoring and coaching sessions accompanied by support materials at the appropriate level via virtual instructor led training such as Webex or phone. Where possible, learning materials will include the use of nautical terms and reflect MAI's service needs such as pre-boarding and boarding announcements, safety advisories, etc.
7. Provide pedagogical support from experienced tutors.
8. Provide a maintenance program for those who have attained all levels required by MAI.
9. Complete oral and / or written assessments of potential recruits within a time period specified by MAI.
10. Complete English as a Second Language ("ESL") assessments and testing (written and oral) when required.
11. Offer maintenance and telephone and/or online technical support services throughout the employee's training, in both official languages, Monday to Friday from 8 a.m. to 11 p.m. (Atlantic Time), except Federal Statutory holidays.

A.4 Electronic Learning Program and Management System Requirements

1. The Supplier's electronic learning program and learning management system must be available to all eligible MAI employees.
2. The Supplier must indicate where to find, in the online program, the activities to verify what has been learned for levels A, B and C, for the following three essential skills: reading comprehension, written expression and oral proficiency.
3. Allow the employee to choose English or French as the interface language, according to his/her preference.
4. Enables the employee to review or redo an exercise as often as needed to respect their learning style and speed.
5. Uses professional language and a presentation appropriate for adults.
6. Provides audio activities with visual aids, and interactive activities at all language levels (A, B and C).

7. A mandatory passing mark or a minimum result needed after each section/module before being able to access the next section/module.
8. MAI POC will have access to follow the learner's progress and create individual and group reports tracking progress and performance.
9. Electronic Learning Program and Management System must provide:
 - a. a help and search function or a guide to help the employee use the program properly.
 - b. a discussion forum (chat), blogs, Wikis or Web conferences between employees to practice what they have learned;
 - c. an error recognition and correction system;
 - d. a glossary, a dictionary and a grammar reference;
 - e. phonetic exercises;
 - f. a progress bar, motivational and encouragement emails or any other means to inform the employee of the good results they are achieving;

A.5 Requirements for the Pedagogical Advisor

1. The Supplier must provide the services of at least one Pedagogical Advisor.
2. The Pedagogical Advisor is responsible for Advising and guiding the Supplier's entire teaching resources team by performing the following tasks:
 - a. provide training to MAI employees on how to use the online program, and test preparation sessions;
 - b. Offering recommendations and information on the use of teaching material and on best pedagogical practices to adopt; and
 - c. oversee supervision of all teaching resources. Ensuring the quality of services offered by reviewing the notes and follow-ups entered by the teaching resources in the learning management system, minimum every three months;
 - d. Ensuring communication in both official languages between the Supplier and MAI for pedagogical questions; and
 - e. Making interventions and conducting follow-ups with the employees, and then submitting an intervention report to MAI POC two working days following a complaint from an employee or a request from the MAI POC.
 - f. The Pedagogical Advisor must also give MAI upon Contract award, a virtual orientation session for the use of the training program and Learning Management System. The Pedagogical Advisor will provide additional sessions as required.

A.6 Requirements For Teaching Resources and Pedagogical Advisor

1. Upon receipt of language training services request from MAI, the Supplier must

provide a teaching resource that meets the requirements listed below within no more than 10 business days.

2. All teaching resources proposed by the Supplier must be fully fluent (Government language qualification equivalent to level CCC) in the language being taught and must be sufficiently proficient in the other official language (Government language qualification equivalent to BBB or higher) to ensure effective communication with the employee in their first official language when necessary.
3. The teaching resources must be capable of correctly using computer tools such as cameras, videos, audio documents, Web browsing and WebEx.

A.7 Certifications

The resources must have the following certifications:

1. A Bachelor of Education university degree, from a recognized Canadian institution with a specialization in adult education, linguistics, social sciences or any other specialization relevant to the position. If the studies were completed at an institution outside Canada, only an equivalency certificate from a recognized post-secondary educational institution recognizing the credentials as Canadian equivalencies will be accepted. These institutions include the credential assessment services of Federal and Provincial governments and the International Credential Assessment Service of Canada.
2. Both Program and Trainers must meet the requirements of the Government of Canada A, B, C Proficiency levels. The Qualification Standards in Relation to Official Languages can be found here: <https://www.canada.ca/en/treasury-board-secretariat/services/staffing/qualification-standards/relation-official-languages.html>
3. The Supplier is required to be a recognized service provider to other government agencies / Crown Corps covered by the Official Languages Act.

A.8 Other Information

Teaching Resource Replacement: In the circumstance of an unexpected absence, the Supplier will ensure the replacement of a teaching resource in the current session by another teaching resource with equivalent qualifications & experience to deliver the training according to the Department's requirements.

A.9 Expenses

Travel Expenses

When travel is required in the performance of the Deliverables, pre-authorized travel expenses will be reimbursed in accordance with the following:

A.9.1 General Considerations

When travel is necessary the individual(s) making the arrangements are to consider the following:

- a) Travel must be completed in the most cost effective and efficient manner that

enables the traveller to secure guaranteed and acceptable travel arrangements;

- b) Travel should be booked as far in advance as possible to avoid unnecessary costs; and
- c) Travelers must consult with MAI to obtain information about preferred/contracted vendors (hotels, rental cars, etc.) with MAI negotiated rates.

A.9.2 Expense Entry and Submission

- a) The traveller is not permitted to submit a claim for a meal or other expense when the meal or expense is paid for by an MAI employee, provided by a third party, or provided as part of a corporate function. The traveler is responsible for reducing the per diem or daily expense allowance accordingly.
- b) Purchase of alcoholic beverages is expressly forbidden under this policy. Claims for alcoholic beverages will be disallowed and deducted from any expense claims.

A.9.3 Receipts

- a) Receipts are required for all expenditures. Credit card receipts are not considered acceptable receipts. The receipt must document the date, establishment where the purchase took place and the amount for which reimbursement is being requested. Where relevant, names of individuals in attendance must be listed on the receipt. Receipts for meals are not required when claiming a per diem.

A.9.4 Reimbursable Travel Expenses

A.9.4.1 Accommodations

- a) Hotel accommodation shall be reimbursed at standard hotel accommodation room rates. Corporate rates should be negotiated at the time of reservation.
- b) Room upgrades offered at higher prices by the hotels should be declined.
- c) Travelers may stay at the home of relatives or friends and will be paid a daily allotment rate of \$50.00.
- d) When travelling, hotel accommodation must be booked at the lowest possible rate offered by the hotel.

A.9.4.2 Vehicle Transportation

- a) The selection of the mode of transportation shall be based on use of approved vendors, safety, cost, duration, convenience, and practicality.
- b) Expenses associated with the selected mode of transportation shall be reimbursed based on receipts.
- c) The standard for rental vehicles is mid-size/intermediate. Rental vehicles beyond the standard shall be authorized based upon factors such as, but not limited to, safety, the needs of the traveller should the traveller require accommodation for a disability, the number of people travelling together, and the bulk or weight of goods transported. Any exception to this standard must be documented with reason and pre-approved by MAI.
- d) When authorized to use a private vehicle for approved travel, the traveller shall be reimbursed at a rate of \$0.50 per kilometer.

- e) Where a receipt is not available, a declaration will suffice. Such expenses include legitimate mandatory transportation service charges and fees, incurred while on travel status, not otherwise paid (e.g. road/bridge tolls).
- f) Travelers shall use the most direct, safe and practical road routes and shall claim only for distances necessarily driven for business travel.
- g) To avoid extra costs for vehicle fuelling, rental cars must be returned to the rental company fully fuelled.
- h) Travelers who are driven to or picked up from a public carrier terminal shall be reimbursed the kilometer rate based on the distance to and from the public carrier terminal for each round trip.
- i) Parking charges shall be reimbursed where it is practical and economical to leave a private vehicle at the public carrier's terminal during the period of absence.
- j) For every day on which a traveller is authorized to use a private vehicle for approved travel, the traveller shall be reimbursed the actual costs of parking/tolls for the vehicle during that period of time. Receipts must be provided, otherwise a declaration will be required as noted in A.10.4.2 e).

A.9.4.3 Air Travel

- a) The selection of the mode of transportation shall be based on safety, cost, duration, convenience, and practicality. Eligible expenses associated with the selected mode of transportation shall be reimbursed based on receipts, indicating the expense and currency. Such expenses include:
 - i. miscellaneous charge order, for excess baggage/excess weight for commercial, private and/or chartered carriers (written explanation also required); and
 - ii. public carrier ticket "change fee" for legitimate authorized official business purposes. A written explanation is required for all change fees.
- b) Commercial Airlines
- c) The standard
 - i. The standard for air travel is economy class. The airfare appropriate to particular itineraries shall be sought and bookings shall be made as far in advance as possible. Frequent flyer programs must not influence the choice of airline for travel. Reasonable additional costs associated with ensuring seat availability are permitted.
 - ii. Accepted airlines are determined based upon the locations frequently used by the company. Seeking alternatives based upon cost factors is encouraged whenever it is available.

A.9.4.4 Surface Travel

- a) The standard for rail travel is the next higher class after the full economy class.
- b) Taxis, shuttles and local transportation services are alternatives for local trips.
Actual expenses, including reasonable gratuities, shall be reimbursed.

A.9.4.5 Per Diem Rates

The following per diem rates have been established for meals:

Total Per Diem (all-inclusive): \$62.00
Breakfast: \$14.00
Lunch: \$18.00
Dinner: \$30.00

ANNEX “B”

BASIS OF PAYMENT

The Financial Evaluation Total will be used for evaluation purposes only and does not represent a commitment on the part of MAI.

All pricing to perform the work as described in the Statement of Work at Annex A, is to be included and accounted for within the pages of this attachment and is to be submitted as your financial proposal at the time of bid closing. The submitted price will be inclusive of all required services such as help desk, licensing fees, preparation hours for trainers, exam preparation etc. Additional costs will not be considered.

The Offeror MUST complete the Standard Rate (B) and the Extended Total (C) columns for all line items in below Tables. Calculate the total by adding up the Extended Totals, column (C). Complete Hourly Rate (F) and the Extended Price (G). Complete Total Cost by adding total from (C) and total from (G). In the event the Total Evaluated Price is not correctly calculated the unit rate will prevail.

The Estimated Expenditure must be in Canadian currency and must not include any amount for the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) as may be applicable.

The number of estimated hours in Table 1, 2, and 3 are for evaluation purposes only and there is no guarantee of hours.

Pricing Periods for this requirement will be:

Year 1 and 2 - from date of issue for 2 years
Optional Period 1 – Years 3 & 4
Optional Period 2 - Year 5

Table 1 - INITIAL TWO YEAR CONTRACT

Item	Role Description		Estimated No. of Hours	Standard Rate Year 1 & 2	Extended Total
			(A)	(B)	(A x B) = (C)
1.1	Assessment		120	\$_____ / hr	\$_____
1.2	Annual Fee for Electronic Learning Program and Management System		2	\$_____	\$_____
(C) Subtotal					\$_____
		Number of Participants (D)	Number of Hours (E)	Hourly Rate per Participant (F)	Extended Price (D x E) x F =(G)
1.3	Instruction	120	52	\$_____ / hr	\$_____
SUBTOTAL (= C + G) = (H)					\$_____
TOTAL COST INITIAL CONTRACT (H) x 2					\$_____

Table 2 -OPTIONAL PERIOD 1 - TWO YEAR STANDING OFFER (Year 3 & 4)

Item	Role Description		Estimated No. of Hours	Standard Rate Year 3 & 4	Extended Total
			(A)	(B)	(A x B) = (C)
2.1	Assessment		120	\$_____ / hr	\$_____
2.2	Annual Fee for Electronic Learning Program and Management System		2	\$_____	\$_____
(C) Subtotal					\$_____
		Number of Participants (D)	Number of Hours (E)	Hourly Rate per Participant (F)	Extended Price (D x E) x F =(G)
2.3	Instruction	120	52	\$_____ / hr	\$_____
SUBTOTAL (= C + G) = (H)					\$_____
TOTAL COST OPTIONAL PERIOD 1 (H) x 2					\$_____

Table 3 – OPTIONAL PERIOD 2 - ONE YEAR STANDING OFFER (Year 5)

Item	Role Description		Estimated No. of Hours	Standard Rate Year 5	Extended Total
			(A)	(B)	(A x B) = (C)
3.1	Assessment		60	\$_____ / hr	\$_____
3.2	Annual Fee for Electronic Learning Program and Management System		1	\$_____	\$_____
(C) Subtotal					\$_____
		Number of Participants (D)	Number of Hours (E)	Hourly Rate per Participant (F)	Extended Price (D x E) x F =(G)
3.3	Instruction	60	52	\$_____ / hr	\$_____
TOTAL COST OPTIONAL PERIOD 2 (= C + G)					\$_____

Table 1 Total Cost \$ _____
Table 2 Total Cost \$ _____
Table 3 Total Cost \$ _____

Grand Total Cost (Table 1 Total Cost + Table 2 Total Cost + Table 3 Total Cost) =
\$ _____

ANNEX “C” TABLE OF COMPLIANCE

OFFEROR MUST SIGN TO CONFIRM THE FOLLOWING		
D.1	Offeror confirms they can meet all requirements listed in Annex “A” Statement of Work.	
D.2	Offeror confirms they are a recognized service provider to other Government Agencies / Crown Corps covered by the Official Languages Act.	
D.3	Company Name: Authorized Person/Title: Date:	

ANNEX "D" SUMMARY OF PERSONNEL

TABLE A: Summary of Offeror's Proposed Employee Team Members

- (a) Please list your **proposed resources' names and corresponding information**.
- (b) Please complete form template with heading "Detailed Description for Each Proposed Resource" that follows next.

No.	Role Name	Full Name	Years of Experience
A1.			
A2.			
A3.			
A4.			
A5.			
A6.			
A7.			
A8.			
A9.			
A10.			
		TOTAL	

Detailed Description for Each Proposed Trainer

Please complete the following form template **for each individual named in Table A** in the Summary of Personnel. Completion of this form template forms part of the "Summary of Personnel" Mandatory Submission Requirement.

Detailed Proposed Resource's Description	
Resource Details	
Full Name	
Role Name	
Years of Experience	
Role required for Training Resource or Pedagogical?	
Description of Proposed Responsibilities	

Description of Relevant Experience in Projects of this Nature Within Last Five Years**Description of Relevant Project #1 Within Last Five Years****Description of Relevant Project #2 Within Last Five Years****Description of Relevant Project #3 Within Last Five Years**

Solicitation No. - N° de l'invitation

MA021-200042

Client Ref. No. - N° de réf. du client

MA021-20-0042

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-0-85074

Buyer ID - Id de l'acheteur

HAL219

CCC No./N° CCC - FMS No./N° VME

Relevant Qualifications, Certifications and Professional Designations

ANNEX "E"

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and \$2,000,000 in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

Solicitation No. - N° de l'invitation

MA021-200042

Client Ref. No. - N° de réf. du client

MA021-20-0042

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-0-85074

Buyer ID - Id de l'acheteur

HAL219

CCC No./N° CCC - FMS No./N° VME

ANNEX “F”

TASK AUTHORIZATION FORM

See attached

Task Authorization Autorisation de tâche

Instruction for completing the form PWGSC - TPSGC 572 - Task Authorization
(Use form DND 626 for contracts for the Department of National Defence)

Instruction pour compléter le formulaire PWGSC - TPSGC 572 - Autorisation de tâche
(Utiliser le formulaire DND 626 pour les contrats pour le ministère de la Défense)

Contract Number

Enter the PWGSC contract number.

Numéro du contrat

Inscrire le numéro du contrat de TPSGC.

Contractor's Name and Address

Enter the applicable information

Nom et adresse de l'entrepreneur

Inscrire les informations pertinentes

Security Requirements

Enter the applicable requirements

Exigences relatives à la sécurité

Inscrire les exigences pertinentes

Total estimated cost of Task (Applicable taxes extra)

Enter the amount

Coût total estimatif de la tâche (Taxes applicables en sus)

Inscrire le montant

For revision only

Aux fins de révision seulement

TA Revision Number

Enter the revision number to the task, if applicable.

Numéro de la révision de l'AT

Inscrire le numéro de révision de la tâche, s'il y a lieu.

Total Estimated Cost of Task (Applicable taxes extra) before the revision

Enter the amount of the task indicated in the authorized TA or, if the task was previously revised, in the last TA revision.

Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision

Inscrire le montant de la tâche indiquée dans l'AT autorisée ou, si la tâche a été révisée précédemment, dans la dernière révision de l'AT.

Increase or Decrease (Applicable taxes extra), as applicable

As applicable, enter the amount of the increase or decrease to the Total Estimated Cost of Task (Applicable taxes extra) before the revision.

Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu

S'il y a lieu, inscrire le montant de l'augmentation ou de la réduction du Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision.

1. Required Work: Complete sections A, B, C, and D, as required.

1. Travaux requis : Remplir les sections A, B, C et D, au besoin.

A. Task Description of the Work required:

Complete the following paragraphs, if applicable.
Paragraph (a) applies only if there is a revision to an authorized task.

A. Description de tâche des travaux requis :

Remplir les alinéas suivants, s'il y a lieu : L'alinéa (a) s'applique seulement s'il y a une révision à une tâche autorisée.

(a) Reason for revision of TA, if applicable:
Include the reason for the revision; i.e. revised activities; delivery/completion dates; revised costs. Revisions to TAs must be in accordance with the conditions of the contract. See Supply Manual 3.35.1.50 or paragraph 6 of the Guide to Preparing and Administering Task Authorizations.

(a) Motif de la révision de l'AT, s'il y a lieu : Inclure le motif de la révision c.-à.-d., les activités révisées, les dates de livraison ou d'achèvement, les coûts révisés. Les révisions apportées aux AT doivent respecter les conditions du contrat. Voir l'article 3.35.1.50 du Guide des approvisionnements ou l'alinéa 6 du Guide sur la préparation et l'administration des autorisations de tâches.

(b) Details of the activities to be performed (include as an attachment, if applicable)

(b) Détails des activités à exécuter (joindre comme annexe, s'il y a lieu).

(c) Description of the deliverables to be submitted (include as an attachment, if applicable).

(c) Description des produits à livrer (joindre comme annexe, s'il y a lieu).

(d) Completion dates for the major activities and/or submission dates for the deliverables (include as an attachment, if applicable).

(d) Les dates d'achèvement des activités principales et (ou) les dates de livraison des produits (joindre comme annexe, s'il y a lieu).

B. Basis of Payment:

Insert the basis of payment or bases of payment that form part of the contract that are applicable to the task description of the work; e.g. firm lot price, limitation of expenditure, firm unit price

C. Cost of Task:**Insert Option 1 or 2:****Option 1:**

Total estimated cost of Task (Applicable taxes extra): Insert the applicable cost elements for the task determined in accordance with the contract basis of payment; e.g. Labour categories and rates, level of effort, Travel and living expenses, and other direct costs.

Option 2:

Total cost of Task (Applicable taxes extra): Insert the firm unit price in accordance with the contract basis of payment and the total estimated cost of the task.

D. Method of Payment

Insert the method(s) of payment determined in accordance with the contract that are applicable to the task; i.e. single payment, multiple payments, progress payments or milestone payments. For milestone payments, include a schedule of milestones.

B. Base de paiement :

Insérer la base ou les bases de paiement qui font partie du contrat qui sont applicables à la description du travail à exécuter : p. ex., prix de lot ferme, limitation des dépenses et prix unitaire ferme.

C. Coût de la tâche :**Insérer l'option 1 ou 2****Option 1 :**

Coût total estimatif de la tâche (Taxes applicables en sus) Insérer les éléments applicables du coût de la tâche établies conformément à la base de paiement du contrat. p. ex., les catégories de main d'œuvre, le niveau d'effort, les frais de déplacement et de séjour et autres coûts directs.

Option 2 :

Coût total de la tâche (Taxes applicables en sus) : Insérer le prix unitaire ferme conformément à la base de paiement du contrat et le coût estimatif de la tâche.

D. Méthode de paiement

Insérer la ou les méthode(s) de paiement établit conformément au contrat et qui sont applicable(s) à la tâche; c.-à.-d., paiement unique, paiements multiples, paiements progressifs ou paiements d'étape. Pour ces derniers, joindre un calendrier des étapes.

2. Authorization(s):

The client and/or PWGSC must authorize the task by signing the Task Authorization in accordance with the conditions of the contract. The applicable signatures and the date of the signatures is subject to the TA limits set in the contract. When the estimate of cost exceeds the client Task Authorization's limits, the task must be referred to PWGSC.

3. Contractor's Signature

The individual authorized to sign on behalf of the Contractor must sign and date the TA authorized by the client and/or PWGSC and provide the signed original and a copy as detailed in the contract.

2. Autorisation(s) :

Le client et (ou) TPSGC doivent autoriser la tâche en signant l'autorisation de tâche conformément aux conditions du contrat. Les signatures et la date des signatures appropriées sont assujetties aux limites d'autorisation de tâche établies dans le contrat. Lorsque l'estimation du coût dépasse les limites d'autorisation de tâches du client, la tâche doit être renvoyée à TPSGC.

3. Signature de l'entrepreneur

La personne autorisée à signer au nom de l'entrepreneur doit signer et dater l'AT, autorisée par le client et (ou) TPSGC et soumettre l'original signé de l'autorisation et une copie tel que décrit au contrat.



Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$

Security Requirements: This task includes security requirements
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

☐ No - Non ☐ Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat

►

For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
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Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A.Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date