



Public Services and Procurement Canada
Finance and Administration Branch
Departmental Materiel and Acquisitions Services
BY EMAIL to the Contracting Authority:
Marie-Anne.Clancy@tpsgc-pwgsc.gc.ca

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 or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefor.

Propositions 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 articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Solicitation No. - N° de l'invitation 10072050	Type - Genre	Update - Mise à jour
Solicitation closes - L'invitation prend fin at - à 2:00 PM (EST) - 14h00 (HNE) on - le 2021-01-26	PWGSC File No. - N° de référence de TPSGC 10072050	

↑ Please ensure this area appears in window of return envelope
S'assurer que cette partie figure dans la fenêtre de l'enveloppe-réponse ↑



Date of Solicitation - Date de l'invitation 2020-12-17	
Address inquiries to - Adresser toute demande de renseignements à : Marie-Anne.Clancy@tpsgc-pwgsc.gc.ca	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. N° de télécopieur
Destination NCR	

Instructions:
Municipal taxes are not applicable.

Unless otherwise specified herein by the Crown, all prices quoted are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B, including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax is to be shown as a separate item.

Instructions:
Les taxes municipales ne s'appliquent pas.

Sauf indication contraire, énoncée par la Couronne, dans les présentes, tous les prix indiqués sont des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être F.A.B, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). La somme de la taxe sur les produits et services devra être un article particulier.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Facsimile No. - N° de télécopieur	
Telephone No. - N° de téléphone	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Signature	Date

High Complexity Bid Solicitation and Resulting Contract Template (HC)

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS.....	3
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF BIDS.....	4
2.3 FORMER PUBLIC SERVANT.....	4
2.4 ENQUIRIES - BID SOLICITATION.....	6
2.5 APPLICABLE LAWS.....	6
2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....	6
PART 3 - BID PREPARATION INSTRUCTIONS.....	7
3.1 BID PREPARATION INSTRUCTIONS	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	9
4.1 EVALUATION PROCEDURES.....	9
4.2 BASIS OF SELECTION.....	9
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	24
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	24
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	24
PART 6 - RESULTING CONTRACT CLAUSES	26
6.1 STATEMENT OF WORK.....	26
6.2 STANDARD CLAUSES AND CONDITIONS.....	26
6.3 SECURITY REQUIREMENTS	26
6.4 TERM OF CONTRACT	26
6.5 AUTHORITIES	27
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	28
6.7 PAYMENT	28
6.8 INVOICING INSTRUCTIONS	29
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	29
6.10 APPLICABLE LAWS.....	29
6.11 PRIORITY OF DOCUMENTS	29
6.12 FOREIGN NATIONALS.....	30
6.13 INSURANCE	30
6.14 DISPUTE RESOLUTION.....	30
ANNEX “A”	31
STATEMENT OF WORK	31
ANNEX “B”	44
BASIS OF PAYMENT	44
APPENDIX “A” TO PART 5 OF THE BID SOLICITATION	45
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION.....	45

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 Federal Contractors Program for Employment Equity - Certification.

1.2 Summary

- 1.2.1 Public Services and Procurement Canada's (PSPC) Integrated Team requires a licensed online language training software solution that offers a fully interactive, modular based second language training program in Canadian English and French aligned with levels A, B and C in accordance with the [Qualification Standards in Relation to Official Languages](#) of the Government of Canada that can be undertaken in self-study with or without telephone tutoring services.
- 1.2.2 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

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: 120 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) by BY EMAIL ONLY to the Contracting Authority (Marie-Anne.Clancy@tpsgc-pwgsc.gc.ca) by the date, time and place indicated on page 1 of the bid solicitation.

Bidders must submit Page 1 of this Request for Proposal, duly completed, signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).

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

2.3 Former Public Servant

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

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

Definitions

For the purposes of this clause,

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

- (a) an individual;
- (b) an individual who has incorporated;

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

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

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

Former Public Servant in Receipt of a Pension

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

Yes () No ()

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

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

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

Work Force Adjustment Directive

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

Yes () No ()

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 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

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

Section I: Technical Bid – One (1) soft copy Portable Document File (PDF) by way of email;
Section II: Financial Bid – One (1) soft copy Portable Document File (PDF) by way of email;
Section III: Certifications – One (1) soft copy Portable Document File (PDF) by way of email; and
Section IV: Additional Information – One (1) soft copy Portable Document File (PDF) by way of email.

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

Canada requests that bidders submit their bids in unprotected (i.e. no password) PDF format by email.

The PWGSC email attachment size limit is 10MB. Emails exceeding 10MB will not be received. Bidders may split their submitted content into multiple emails by identifying, for example 1 of 3, 2 of 3 etc..

It is the sole responsibility of the Bidder to ensure a timely submission of their bid is made. Canada will not be responsible for late bids received at destination after the closing time, even if it was submitted before.

Bidders should also ensure that their email message indicates the legal name of the bidding entity.

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.

Part 4, Evaluation Procedures and Attachment 1 to Part 4, contain additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

Section III: Certifications

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

ATTACHMENT 1 TO PART 3 PRICING SCHEDULE

1. The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid, for each service category specified below, a firm all-inclusive price or rate (in Canadian dollars), as appropriate.
2. The price/rates specified below, when quoted by the Bidder, includes the total estimated cost of all travel and living expenses that may need to be incurred for the Work described in Part 6, Resulting Contract Clauses, of the bid solicitation required to be done, delivered or performed.
3. Volumetric data (estimates) shown in the pricing schedule are included solely for the purpose of determining the evaluated price of each offer. They must not be considered to constitute a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment on the part of Canada to the effect that future use of the services described in the Request for Proposal will match these data.

CATEGORY OF SERVICES	ESTIMATED USAGE (ANNUALLY)	UNIT	FIRM PRICE PER UNIT	TOTAL
Subscription based training program (Self-study without tutoring)	Unlimited	Licenses		
Second language level assessments	200	Evaluations		
Tutoring Services – Individual	8,000	Hours		

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

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

SACC *Manual* Clause [A0222T](#) (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders

4.2 Basis of Selection

4.2.1 SACC *Manual* Clause [A0027T](#) (2012-07-16), 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
 - c) obtain the required minimum of 145 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 305 points.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% 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 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
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 an 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating		84.18	73.15	77.70
Overall Rating		1 st	3 rd	2 nd

- 4.2.2 In the event two or more responsive bids have the same highest combined rating of technical merit and price, these bids will be ranked in descending order of the overall scores obtained for all of the point rated technical criteria detailed in Attachment 1 to Part 4 – Technical Evaluation Criteria; the responsive bid obtaining the highest overall score being ranked the highest.

ATTACHMENT 1 TO PART 4 TECHNICAL CRITERIA

The Bidder must provide the necessary documentation to support compliance with this requirement.

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation.
- b. The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation.
- c. The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.
- d. It is recommended that the Bidder include a grid in their proposals, cross-referencing statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself DOES NOT constitute demonstrated evidence. As stated in bullet “b” above, the resumes and supporting documentation will be accepted as evidence.

Bidders should provide the required references in the Technical Proposal of their bid.

The references provided by the Bidders are subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to validate the references before award of a contract. The bid will be declared non-responsive if any references given by the Bidder are untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

For Mandatory Technical Criteria and Point Rated Technical Criteria listed below requiring Project Summaries, the Bidder and its proposed resource(s) should provide:

- Name and description of client organization;
- Name, phone, email of client ;
- Scope, objective, size in dollars and resources, project timeframe (from-to dates month/year);
- Outcomes of the project; and/or
- Description of the Consultant roles and responsibilities in the project.

Mandatory Criteria

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

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

For the purpose of the mandatory technical criteria specified below, the experience of the Bidder* will be considered.

*Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

No	Description	Met / Not Met	Cross Reference to Proposal
M1	<p>Bidder's Online Training Program</p> <p>The Bidder's offer must include portal access to the online training program so that the evaluation team can verify the following elements of section 3.1.1 of Annex A – Statement of work, the Bidder may be required to demonstrate the online training program to ensure that the requirements are met.</p> <p>The Web-based program must:</p> <ul style="list-style-type: none"> i. Be existing and used/tested with clients for a minimum of 5 years; ii. Be accessed via an internet link. Both the web-based program and the portal must be hosted on a server based in Canada; iii. Meet the Web Content Accessibility Guidelines (WCAG) 2.0 – See definition at https://www.w3.org/WAI/standards-guidelines/wcag/ iv. Offer a preliminary <u>oral</u> evaluation, administered by experienced teaching resources over the phone or video conference, to determine the learner's second language level; v. Offer an automated, <u>online</u> language evaluation (placement test) to determine the learner's initial module; vi. Allow delivery of second language courses, for both official languages – Canadian English and French, in order to achieve and maintain language proficiency - levels A(Beginner), B (Intermediate) and C (Advanced); vii. Allow the learner to choose English or French as the interface language, according to his/her preference; (French or English) of description, explanations and new vocabulary; viii. Provide the learner with translations in their native tongue; ix. Measure the knowledge acquired by the learner during training. The Bidder must indicate where to find, in the online program, a minimum of two activities that make it possible to verify what has been learned for each of the levels A, B and C, for the following 		

	<p>four essential skills: oral comprehension, written comprehension, oral expression and written expression;</p> <ul style="list-style-type: none"> x. Enable the learner to review or redo an exercise (go back) as often as needed in order to respect his/her learning style and speed; xi. Enable the learner to print vocabulary and grammar sections; xii. Have full tracking capabilities enabling learners to pick-up their online learning exactly where they left off during their previous self-study session; xiii. Use a professional language and a presentation appropriate for adults; xiv. Provide audio activities, activities with visual aids and interactive activities at all language levels (A, B and C); 		
<p>M2</p>	<p>Learning Management System</p> <p>The bidder's offer must include access to the learning management system, so that the evaluation team can verify the following elements of section 3.2 of Annex A – Statement of Work, which provides the following:</p> <ul style="list-style-type: none"> i. The software must be accessible on line via the vendor's portal. Both the vendor's portal and the web-based software must be hosted on a server based in Canada; ii. For each learner, online access to his/her personal profile, progress reports, self-study progress, and his/her training schedule (number of hours per week of training, and tutoring schedule); iii. For the learner's managers, offers online access to the learner's personal profile, progress reports, self-study progress and training schedule (number of hours per week of training and tutoring). iv. For designated Learning Coordinators, online access with different access rights, such as the ability to consult the learner's profile and tracking his/her progress, downloading / printing various usage reports, online timesheets to balance invoices received; and, <p>For each learner file, reports that are downloadable, printable and accessible online, as identified in section 3.2.1 of Annex A – Statement of Work</p> 		
<p>M3</p>	<p>Bidder's Experience with Distance English and French Second Language Tutoring Services to Adults</p> <p>Post January 1st, 2015, the Bidder must have accumulated over 3,000 hours of experience in distance based delivery of English and French second language tutoring services to adults. Any combination of French and English is acceptable.</p> <p>Offer Preparation Instructions to Technical Authority</p> <p>To demonstrate the experience acquired under M3, the Bidder must, as a minimum, provide the following information:</p> <ul style="list-style-type: none"> i. Name(s) of client organizations receiving the services; 		

	<ul style="list-style-type: none"> ii. Start and end dates of the tutoring services provided (month/year to month/year); iii. Total number of hours for each period identified in ii); iv. Target audience (private sector, public sectors other than the federal government and the federal government sector); v. Mean(s) of communication used (telephone, online, WebEx or other). <p>The Bidder must also provide written confirmation from each client organization listed in i) corroborating the information on the tutoring services provided by the bidder</p> <p><i>In the event that the Bidder did not provide a written confirmation from each client organization listed in i) corroborating the information on the tutoring services provided by the Bidder, the latter will be given two working days to submit the proper signature pages.</i></p> <p><i>Once notified, any Bidder that fails to provide the required documents within two business days will be informed by the Department that its offer is non-responsive and that it will be given no further consideration.</i></p>		
<p>M4</p>	<p>Bidder's Pedagogical Advisor</p> <p>The Bidder must provide the name of at least one Pedagogical Advisor and demonstrate that they meet the Pedagogical Advisor requirements listed in section 5.1.1 of Annex A – Statement of Work.</p> <p>To demonstrate that the proposed resource or resources meets the M4 requirements, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> a) For the Pedagogical Advisor who holds a university degree from a recognized Canadian institution or a recognized equivalent and has experience as a Pedagogical Advisor as described in clause 5.1.1.1 of Annex A – Statement of Work: <ul style="list-style-type: none"> i. Copy of the university degree from a recognized Canadian institute or the recognized equivalent; ii. The start and end dates of experience acquired since January 1, 2015 in supervision of Teaching Resources in French and/or English as a second language to adults (month/year to month/year); iii. Total number of hours of supervision of adult English and/or French Second Language Teaching Resources; iv. Number of adult English and/or French Second Language Teaching Resources supervised, for each period identified in ii). <p>OR</p> <ul style="list-style-type: none"> b) For the Pedagogical Advisor who holds a university degree from a recognized Canadian institution or a recognized equivalent, but with no experience as a Pedagogical Advisor and who has at least 5 years' experience acquired since January 1, 2015 in 		

	<p>teaching French and/or English as a second language to adults, as described in clause 5.1.1.2 of Annex A – Statement of Work:</p> <ul style="list-style-type: none"> i. Copy of the university degree or a recognized equivalent ii. Start and end dates since January 1, 2015 of periods teaching English and/or French as a second language to adults (month/year to month/year); iii. Total number of hours teaching English and/or French as a second language to adults for each identified period in ii). <p>OR</p> <p>c) For the Pedagogical Advisor without the required degree or a recognized equivalent, but with experience as a Pedagogical Advisor and a Teaching Resource as described in clause 5.1.1.2 of Annex A – Statement of Work:</p> <ul style="list-style-type: none"> i. Start and end dates of periods of supervision since January 1, 2015 of adult English and/or French second language Teaching Resources (month/year to month/year); ii. Total number of hours of supervision of adult English and/or French Second Language Teaching Resources; iii. Number of adult English and/or French Second Language Teaching Resources supervised, for each period identified in ii); iv. Start and end dates since January 1, 2015 of periods teaching English and/or French as a second language to adults (month/year to month/year); and v. Total number of hours teaching English and/or French as a second language to adults for each identified period in iv) <p><i>The Bidder must provide a copy of the university degree or recognized equivalent upon submission of bid. Failure to produce the document will result in the offer being declared nonresponsive and being denied further consideration.</i></p>		
<p>M5</p>	<p>Bidder’s Teaching Resources</p> <p>The Bidder must provide the names of at least twenty (20) Teaching Resources and demonstrate that they meet the requirements listed in section 5.2.1 of Annex A – Statement of Work.</p> <ul style="list-style-type: none"> a) To demonstrate that the proposed resources meet the M5 requirements, the Bidder must provide the following information: For the Teaching Resources who hold a university degree from a recognized Canadian institution or a recognized equivalent as described in clause 5.2.1.1 of Annex A - Statement of Work: <ul style="list-style-type: none"> i. Copy of the university degree from a recognized Canadian institute or the recognized equivalent; b) For the Teaching Resources who do not hold a university degree in a discipline related to the position from a recognized Canadian institution or a recognized equivalent, but with at least 3 years’ experience acquired since January 1, 2015 in teaching 		

	<p>French and/or English as a second language to adults as described in clause 5.2.1.2 of Annex A – Statement of Work :</p> <ul style="list-style-type: none">i. Start and end dates since January 1, 2015 of periods teaching English and/or French as a second language to adults (month/year to month/year);ii. Total number of hours teaching English and/or French as a second language to adults for each identified period in i). <p>c) For all Teaching Resources, the proof that they have successfully passed a rigorous written language assessment performed by the Contractor.</p> <p><i>The Bidder must provide a copy of the assessment. Failure to produce the document will result in the offer being declared non-responsive and being denied further consideration.</i></p>		
--	---	--	--

Point Rated Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the TOTAL required minimum number of points specified will be declared non-responsive. Each point-rated technical criterion should be addressed separately.

Point Rated Technical Criteria		Minimum Number of Points	Maximum Number of Points
R1	Online training program	95	125
R2	Learning management system	-	15
R3	Bidder's experience	25	65
R4.1	Resources' Experience – Pedagogical	10	35
R4.2	Resources' Experience – Teaching	15	65
Overall Score		145	305

No.	Point-rated Technical Criterion	Points Awarded	Cross Reference to Proposal
R1	Online training program The evaluation team will use the program access provided for M2 to verify the elements assessed under R1.		
	Offer Preparation Instructions: The Bidder must show how each of the sub criteria (RT1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8 and 1.9), are met by providing details on the options provided by the proposed program.		
R1.1	Allows use of a tablet and/or a smartphone compatible with an IOS, Android, Windows, BlackBerry or other operating system. Points will be awarded as follows: <ul style="list-style-type: none"> • IOS operating system – 5 points • Android operating system – 5 points • Windows operating system – 5 points • BlackBerry operating system – 5 points • Other operating system – 5 points Points will be awarded for each operating system available for the proposed program. Maximum: 20 points		
R1.2	Provides access to additional tools such as a discussion forum (chat), blogs, Wikis, Buddy System or Web		

	<p>conferences between users to practice what they have learned.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • 1 tool – 5 points • 2 or more tools – 10 points <p>Maximum: 10 points</p>		
R1.3	<p>Contains a learner error recognition system</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • Error recognition – 10 points • Error recognition with corrections – 15 points • Error recognition with corrections and explanations – 20 points <p>Maximum: 20 points</p>		
R1.4	<p>Contains language reference tools</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • Glossary – 5 points • Dictionary – 5 points • Grammar reference – 5 points • Conjugation tables– 5 points <p>Points will be awarded for each reference tool provided by the proposed program.</p> <p>Maximum: 20 points</p>		
R1.5	<p>Provides phonetic exercises points will be awarded as follows:</p> <ul style="list-style-type: none"> • Phonetic exercises – 10 points • Phonetic exercise corrector – 5 points <p>Points will be awarded for each phonetic exercise provided by the proposed program.</p> <p>Maximum: 15 points</p>		
R1.6	<p>Contains a progress bar or other means informing learner of online self-study progress.</p> <p>10 points</p>		

R1.7	Provides motivational and encouragement emails during training. 5 points		
R1.8	Requires a mandatory passing mark or a minimum result after each section or module before being able to access the next section/module. 10 points		
R1.9	Learning program has been developed by the provider and offered to clients in at least one of the sectors below, for a minimum of 5 years. i. Private – 5 points ii. Public other than federal government – 10 points iii. Federal government– 15 points Maximum: 15 points		
Maximum for R1: 125 points			

R2	Learning Management System The evaluation team will use the program access provided for M3 to verify the elements assessed under R2.		
No.	Point-rated Technical Criterion	Points Awarded	Cross Reference to Proposal
R2	The learning management system allows the project manager to filter information, such as grouping learners by branch, directorate and region. To demonstrate that the program meets R2, the Bidder must provide a list of the filtering options the program offers. Points will be awarded for each filtering option offered by the proposed program. <ul style="list-style-type: none"> • Filtering by directorate – 5 points • Filtering by branch – 5 points • Filtering by region – 5 points Maximum: 15 points		
R3	Bidder's experience with tutoring services for English and/or French second language learning to adults.		

	<p>Since January 1st, 2015, the Bidder has accumulated experience in remote tutoring services for adult English and/or French second language learning for tutoring hours at the beginner (Level A), intermediate (Level B) and/or advanced (Level C) levels.</p> <p>To demonstrate the experience accumulated under R3, the Bidder must provide, as a minimum, the following information for each of the language levels—beginner (Level A), intermediate (Level B) and/or advanced (Level C):</p> <ol style="list-style-type: none"> i. Name(s) of client organizations receiving the services; ii. Start and end dates of the tutoring services provided (month/year to month/year); iii. Total number of hours for each period identified in ii); iv. Mean(s) of communication used (telephone, online, WebEx or other); v. Target audience (private sector, public /sectors other than the federal government and the federal government sector). <p>The Bidder must also provide written confirmation from each client organization listed in i), corroborating the information on the tutoring services provided by the Bidder.</p> <p>A) For tutoring services experience at the levels below:</p> <ol style="list-style-type: none"> i. Beginner (Level A): <ul style="list-style-type: none"> • 1,000 – 3,000 hours of tutoring – 5 points • Over 3,000 hours of tutoring – 10 points <p>Maximum points for i): 10</p> <ol style="list-style-type: none"> ii. Intermediate (Level B): <ul style="list-style-type: none"> • 1,000 to 3,000 hours of tutoring – 5 points • Over 3,000 hours of tutoring – 15 points <p>Maximum points for ii): 15</p> <ol style="list-style-type: none"> iii. Advanced (Level C): <ul style="list-style-type: none"> • 3,000 to 6,000 hours of tutoring – 10 points • 6,001 to 9,000 hours of tutoring – 15points • Over 9,000 hours of tutoring – 25 points <p>Maximum points for iii): 25</p> <p>B) For experience in tutoring services with the following sector(s):</p>		
--	--	--	--

	<p>i. Private – 5 points</p> <p>ii. Public other than federal government – 10 points</p> <p>iii. Federal government– 15 points</p> <p>Maximum points for B): 15</p> <p>For R3 B), points will be awarded for the sector that has received the most tutoring hours in the response under R3 A).</p>		
Maximum points for R3: 65 Points			

R4 Resources' Experience – Pedagogical Advisor and Teaching Resources			
No.	Point-rated Technical Criterion	Points Awarded	Cross Reference to Proposal
R4.1	<p>Pedagogical Advisor</p> <p>Since January 1st, 2012, the Bidder's Pedagogical Advisor has accumulated experience in supervision of teaching resources having provided tutoring services remotely for adult English and/or French second language learning for tutoring hours at the beginner (Level A), intermediate (Level B) and/or advanced (Level C) levels.</p> <p>To demonstrate the experience accumulated under R4.1, the Bidder must provide, as a minimum, the following information:</p> <ol style="list-style-type: none"> i. Name(s) of client organizations receiving the services; ii. Start and end dates of the services provided (month/year to month/year); iii. Total number of hours for each period identified in ii); iv. Target audience (private sector, public sectors other than the federal government and the federal government sector). <p>The Bidder must also provide written confirmation from each client organization listed in i), corroborating the information on the pedagogical services provided by the Bidder.</p> <p>A) For supervising services experience:</p> <ul style="list-style-type: none"> • 1,500 – 3,000 hours of supervision – 5 points • 3,001 - 4500 hours of tutoring – 10 points 		

<ul style="list-style-type: none"> • Over 4500 hours – 20 points <p>Maximum points for A) : 20</p> <p>B) For experience in tutoring services with the following sector(s), per Pedagogical Advisor:</p> <ul style="list-style-type: none"> i. Private – 5 points ii. Public other than federal government – 10 points iii. Federal government – 15 points <p>Maximum points for B) : 15</p> <p>For RT4.1 B), points will be awarded for the target audience that has received the most tutoring hours in response to RT4.1 i), ii) and iii).</p>		
Maximum points for R4.1: 35 points		

No.	Point-rated Technical Criterion	Points Awarded	Cross Reference to Proposal
R4.2	<p>Teaching Resources</p> <p>Since January 1st, 2012, at least 20 of the Bidder's Teaching Resources have accumulated experience in remote tutoring services for adult English and/or French second language learning for tutoring hours.</p> <p>Experience accumulated by at least 20 Teaching Resources under R4.2, the Bidder must provide, as a minimum, the following information for each:</p> <ul style="list-style-type: none"> i) Names of each teaching resource and details on employer(s) where hours were accumulated; ii) Start and end dates of the tutoring services provided (month/year to month/year); iii) Total number of hours for each period identified in ii); iv) Mean(s) of communication used (telephone, online, WebEx or other); v) Target audience (private sector, public sectors other than the federal government and the federal government sector). <p>The bidder must provide a written confirmation of the hours taught by each teaching resource in</p>		

<p>order to corroborate the hours of tutoring services provided by the teaching resources of the bidder in response to the RT4.2A.</p> <p>A) For tutoring services experience, per Teaching Resource:</p> <ul style="list-style-type: none">• 1,500 – 2,000 hours of tutoring – 10 points• 2,000 – 2500 hours of tutoring – 30 points• Over 2,500 – 50 points <p>Maximum points for A) : 50</p> <p>B) For experience in tutoring services with the following sector(s), per Teaching Resource:</p> <ol style="list-style-type: none">i. Private – 5 pointsii. Public other than federal government – 10 pointsiii. Federal government – 15 points <p>Maximum points for B) : 15</p> <p>For R4.2 B), points will be awarded for the sector that has received the most tutoring hours in the response for R4.2 A).</p>		
Maximum points for R4.2: 65 points		

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 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC *Manual* clause [A3005T](#) (2010-08-16) Status and Availability of Resources

5.2.3.2 Education and Experience

SACC *Manual* clause [A3010T](#) (2010-08-16) Education and Experience

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".

6.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

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

6.2.2 Supplemental General Conditions

[4010](#) (2012-07-16), Services - Higher Complexity, apply to and form part of the Contract.

6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to February 28, 2022 inclusive.

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 two additional one year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor 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:

Marie-Anne Clancy
Supply Specialist
Public Services and Procurement Canada
Finance and Administration Branch
Departmental Materiel and Acquisitions Services
873-353-6097
Marie-Anne.Clancy@tpsgc-pwgsc.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.

6.5.2 Project Authority *(To be completed at contract award)*

The Project Authority for the Contract is:

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

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

In its absence, the Project Authority is:

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

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

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

6.5.3 Contractor's Representative *(To be completed at contract award)*

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, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are included 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 \$ _____ (*insert the amount at contract award*). Customs duties are included 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 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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 delivered has been accepted by Canada.

6.7.4 Monthly Payment

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

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

- c. the Work performed has been accepted by Canada.

6.7.5 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

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. time sheets must contain a detailed log of activities performed during the time period covered on the invoice.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the Project Authority identified under the article titled "Authorities" of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority:

Marie-Anne.Clancy@tpsgc-pwgsc.gc.ca

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 Ontario.

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 [4010](#) (2012-07-16), Services - Higher Complexity;

- (c) the general conditions [2035](#) (2020-05-28), 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*)

6.12 Foreign Nationals

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

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

6.13 Insurance

SACC Manual clause [G1005C](#) (2016-01-28), Insurance - No Specific Requirement

6.14 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

1. BACKGROUND

Public Services and Procurement Canada's (PSPC) Integrated Team offers second language training services and advice to employees of the pay branches. These services have, so far, been limited to classroom training activities located in the various federal government premises located in the NCR. Classroom training turned out to be ineffective due to various issues such as availability of instructors and their travel between premises, hours of training limited to work hours and availability of appropriate space to conduct training.

Based on past experience and feedback received following these sessions, the need to expand the accessibility to training to all employees across the different regions as well as the new virtual working situation caused by the COVID-19 pandemic, the Integrated Team is turning towards a fully virtual setup to offer language training services.

2. OBJECTIVE

Provide virtual second language training services to employees of the Integrated Team. This objective is to maximize the chance of employees to obtain the level required for their position in the Second Language oral Evaluation administrated by the Public Service Commission.

These services will contribute to achieving the following objectives:

- Ensure that the public gets quality services in the official language of their choice;
- Allow employees to meet the language requirements of their position;
- Encourage the use of both official languages in the workplace;
- Establish a bilingual environment;
- Facilitate career advancement and mobility.

3. SCOPE OF WORK

The Integrated Team requires a licensed online language training software solution that offers a fully interactive, modular based second language training program in Canadian English and French aligned with levels A, B and C in accordance with the [Qualification Standards in Relation to Official Languages](#) of the Government of Canada that can be undertaken in self-study with or without telephone tutoring services.

In order to give all our employees a chance to take training according to their work schedules as well as other professional and personal obligations, we favor a flexible learning approach that adapts to our employees' different schedules.

The Contractor must provide online training to an extensive number of employees (approximately 200 per year), using a training program to which it holds the intellectual property rights or user rights, of professional one-on-one tutoring services by phone and online video conferencing.

Moreover, the Contractor must deliver full-time and part-time virtual individual preparation sessions for second language evaluations.

The Contractor must have a learning management system (LMS) available to the learners and to the Technical Authority (a Technical Authority corresponds to any representative or stakeholder of the Department).

The contractor will be required to provide the following services:

- Proven online methodology for virtual second language training, in both official languages, for a minimum of 5 years;
- Preliminary oral evaluation to evaluate the learners' language level and confirm eligibility to the program (preliminary evaluation should be aligned with the PSC's levels A-B-C);
- SLE preparation sessions designed to help the learner prepare for the PSC evaluation of one or more of the following skills: written comprehension, written expression and oral interaction.
- Online learning management system, available 24/7 to learners and project authority from anywhere in Canada (a project authority corresponds to any representative or stakeholder of the Department);
- Each learner to be linked to a customer support representative whose role is to provide the necessary support throughout the learning path. The responsibilities of these bilingual representatives are
 - Monitor learners' progress in order to optimize their gains in language skills;
 - Tracking learner activity and producing financial reports through the online portal;
 - Motivate learners and follow up with them on a regular basis;
 - Provide technical support for the use of the training software and the portal;
 - Coordinate the calendars of learners and tutors (ensuring everyone involved is quickly informed in case of an absence and that tutoring session is rescheduled);
 - Report problems and provide feedback to coordinators.
- Virtual Instructors available weekly from 7am – 10pm;
- Accurate, detailed and timely costing and billing

3.1 Self-study Online Training

3.1.1 Online Training Program – The Contractor must ensure that the online training program:

- Meets the Web Content Accessibility Guidelines (WCAG) 2.0 – See definition at <http://www.w3.org/TR/WCAG20/>
- Is accessible 24 hours a day, 7 days a week;
- Allows the learner to choose English or French as the interface language, according to his/her preference;
- Provides the learner with translations in their native tongue (French or English) of explanations and new vocabulary;
- Offers an automated, online language evaluation (placement test) to determine the learner's initial module;
- Allows full-time (15 hours of tutoring per week) and part-time (14 hours or less of tutoring per week) delivery of second language courses, for both official languages—Canadian English and French—in order to achieve and maintain language proficiency levels A (Beginner), B (Intermediate) and C (Advanced);
- Is accessible in self-study with or without a tutor;
- Is accessible from a computer at work or at home;
- Is accessible from a computer compatible with the following minimum technical requirements:
 - I. Microsoft Windows 7 Service Pack 1;
 - II. Mac OS 10.X

- III. Internet Explorer 11;
- IV. Adobe Shockwave Player; and
- V. Adobe Flash Player ActiveX and Plugin.
- Includes maintenance (updates) and telephone and/or online technical support services throughout the learner's training, in both official languages, Monday to Friday from 7 a.m. to 10 p.m. (Eastern Time), except federal statutory holidays;
- If a learner leaves a message, a technical support representative must contact the learner within 24 hours on working days;
- Offers an individually assigned protected password for each user. The passwords must have the following features:
 - I. generated automatically and/or chosen by the learner;
 - II. In case a learner forgets his / her password, they can reset their password from their Portal login page.
- Measures the knowledge acquired by the learner during training. The Contractor must indicate where to find, in the online program, the activities that make it possible to verify what has been learned for each of the levels A, B and C, for the following four essential skills: oral comprehension, written comprehension, oral expression and written expression;
- Enables the learner to review or redo an exercise (go back) as often as needed in order to respect his/her learning style and speed;
- Enables the learner to print vocabulary and grammar sections;
- Has full tracking capabilities enabling learners to pick-up their online learning exactly where they left off during their previous self-study session;
- Offers a monthly per learner self-study time summary;
- Stores learners end-of-module online assessment result;
- Uses professional language and a presentation appropriate for adults;
- Provides audio activities, activities with visual aids and interactive activities at all language levels (A, B and C);
- Includes a help and a search function or a guide to help the learner use the program properly.

3.1.2 Online Training Program – Optional Services

In addition, the program could be:

- Sharable Content Object Reference Model (SCORM) compliant;
- Accessed from a tablet and/or a smartphone compatible with an IOS, Android, Windows, Blackberry or other operating system.

It could also offer:

- A discussion forum (chat), blogs, Wikis or Web conferences (Buddy System) between users to practice what they have learned;
- Prognostic online written tests based on government proficiency level;
- An error recognition and correction system;
- A glossary, a dictionary and a grammar reference, conjunction tables;
- Phonetic exercises;
- A progress bar, motivational and encouragement emails or any other means to inform the learner of the good results he/she is achieving;
- A mandatory passing mark or a minimum result needed after each section/module before being able to access the next section/module.

3.2 Learning Management System

The Contractor must ensure that the online training program includes a learning management system that has been existing for a minimum of 5 years and proven to be efficient:

1. Is accessible 24 hours a day, 7 days a week;
2. Provides a secure automated environment for registration, creation of personal profiles, timesheets, tracking the learner's training and progress and, learner's training hours information (total of hours authorized, total of hours charged and, total of hours available);

Offers:

- a. for each learner, online access to his/her personal profile, progress reports, self- study progress, and his/her training schedule (number of hours per week of training, and tutoring schedule);
- b. for Technical Authorities, online access with different access rights, such as the ability to consult the learner's profile, tracking his/her progress, downloading / printing various usage reports, online timesheets to balance invoices received;
- c. for the learner's manager, online access to the learner's personal profile, progress reports, self-study progress and training schedule (number of hours per week of training, and tutoring schedule).
- d. for each learner file, learning management system, reports that are downloadable, printable, and accessible online and that provide:
 - i. online placement test results, including the number of hours of training and the initial module recommended to achieve the target level;
 - ii. placement test results for learners with tutoring, including the number of hours of training and the initial module recommended to achieve the target level;
 - iii. the training activities and the modules completed by the learner in self-study;
 - iv. the tutoring sessions completed by the learner, presented in the form of an attendance report (noting if present or absent for tutoring);
 - v. the type of training authorized by the Department (full-time, part-time, self-study only, self-study with tutoring, and any other format agreed between the Department and the Contractor in compliance with the Statement of Work);
 - vi. the learner's progress, such as the Teaching Resources' notes and/or the results of the online program progress tests, throughout the training and according to the training type (tutoring, one-on-one); and
 - vii. the initial estimated end date of the training and the updated estimated end date in case it has changed (e.g. vacation, sick leave...).

The system data must be up to date and accessible at all times throughout the training to allow the learner to review it and the Technical Authority to obtain information and generate reports which can be uploaded, printed or exported in Excel.

3.2.1 Optional Service

In addition, the program could offer:

- Filtering options to group the learners by branch, directorate and region; and,
- Custom-made on-demand reports, in case an emerging need is identified.

3.3 Tutoring Services

The Teaching Resources must be able to start the sessions at the time stipulated in the Contract (must take into consideration the necessary connection time before the courses begin).

3.3.1 Tutoring in Support of Online Training - The Contractor must ensure that the tutoring services:

1. Last at least one hour per tutoring session;
2. Are available Monday to Friday between 7 a.m. and 10 p.m. (Eastern Time), except federal statutory holidays (no training to be provided on those days, should be automatically rescheduled by provider);
3. Are delivered in Canadian English and French and are in compliance with the Qualification Standards in Relation to Official Languages of the Government of Canada;
4. Include an initial linguistic evaluation by a Teaching Resource and preparation of a learning plan for the learner which indicates:
 - the learner's name;
 - the date of the evaluation;
 - the target language levels;
 - the learner's strengths;
 - the skills needing work;
 - the evaluator's specific comments;
 - the initial module/stage/lesson/session recommended;
 - the total number of hours and weeks of training recommended;
 - language training cost;
 - once language training is approved, tentative end date to obtain targeted language proficiency level as well as total cost per fiscal year; and
 - the evaluator's name.
5. Include an end of module oral test conducted by a dedicated evaluator;
6. Include interactive activities related to the work world;
7. Include language functions (see Appendix A) evaluated by the Public Service Commission for levels A, B and C;
8. Include tracking of the learner's progress, accessible in the learning management system, which must specify at least the following information for the current module/stage/lesson/session:
 1. if, and to what extent, the learner meets the objectives during the training period;
 2. elements to review or strengthen;
 3. recommended learning activities and comments from the Teaching Resource;
 4. the date of the session;
 5. the date of the next follow-up session;
 6. the name of the Teaching Resource who provided the session.
9. Are offered by phone or online (WebEx or any other method used or determined by the Department);
and
10. Include all the expenses related to the means of communication used by the Contractor.

4. LEARNER REGISTRATION AND TRAINING CONDITIONS

The Contractor must ensure that the registration procedures and conditions related to training are followed at all times.

The Contractor must ensure that the registration procedures are automated. They include:

- A dedicated registration link;
- A tailored online registration form allowing to choose a given methodology (for example, self- directed training or blended training);
- An automated registration email to learner's manager as requested;
- The creation of groups according to language and proficiency level as requested; and,
- A monthly registration report.

4.1 Self-study without Tutoring

For self-study without tutoring, the learner completes a training request form on the Contractor's website. The request must contain the following relevant information:

- The learner's name;
- The learner's work email address;
- The learner's work phone number;
- The name of the branch, the directorate and the region;
- The name of the learner's manager;
- The manager's work email address;
- The target language; and
- The target levels.

After receipt of the learner's request and appropriate authorization from the department, the Contractor will create the learner's account, including their profile, confirm their registration within two working days, and guide them regarding the procedures to follow for the online placement test and the beginning of their training.

A Teaching Resource will then proceed with an initial oral evaluation to determine whether or not the learner has the appropriate level to benefit from the test preparation session. The plan shall include the necessary amount of training hours to prepare learner to meet their targeted proficiency level. Should the learner not be at the appropriate level to benefit from a test preparation session, the Contractor must submit a detailed learning plan outlining training required to get the learner to the desired proficiency level. The plan will be submitted to the Technical Authority / learner's Manager for review and approval before the beginning of the tutoring sessions. The Technical Authority reserves the option of changing the proposed plan in consultation with the Contractor.

Once the learning plan is approved by the department, the Contractor will give the learner access to the online program.

4.2 Self-study with Tutoring

Tutoring sessions will be offered in a virtual classroom or by phone, either full-time or part-time. The sessions will be offered by WebEx (or another method determined by PSPC and the vendor). A WebEx (or other) online platform will be provided by PSPC to facilitate remote teaching. The Contractor must ensure its resources are trained in the use of the platform.

For self-study with tutoring (full-time or part-time), the Technical Authority will provide the Contractor with a language training with tutoring request form. The form will contain all the relevant information for registration, i.e.:

- The learner's name;
- The learner's work email address;
- The learner's work phone number;
- The name of the branch, the directorate and the region;
- The name of the learner's manager;
- The manager's work email address;
- The target language;
- The learner's availability;
- The target level;
- The number of hours of tutoring authorized per week;
- The desired training type (full-time, part-time) and any other information considered relevant by the learner or the Department.

After receipt of the learner's request and appropriate authorization from the department, the Contractor will create the learner's account, including their profile, confirm their registration within two working days, and guide them regarding the procedures to follow for the online placement test and the beginning of their training.

A Teaching Resource will then proceed with an initial oral evaluation to determine whether or not the learner has the appropriate level to benefit from the test preparation session. The plan shall include the necessary amount of training hours to prepare learner to meet their targeted proficiency level. Should the learner not be at the appropriate level to benefit from a test preparation session, the Contractor must submit a detailed learning plan outlining training required to get the learner to the desired proficiency level. The plan will be submitted to the Technical Authority / learner's Manager for review and approval before the beginning of the tutoring sessions. The Technical Authority reserves the option of changing the proposed plan in consultation with the Contractor.

Once the learning plan is approved by the department, the Contractor will give the learner access to the online program.

4.2.1 One-on-one Tutoring

The teaching resource and the learner will have to establish the training schedule according to the information contained in the language training request form and make every possible effort to respect this schedule. They will also have to agree on the communication method that will best meet the learner's needs (by phone or online). Tutoring sessions will be offered in a virtual classroom or by phone. The sessions will be offered by WebEx (or another method determined by PSPC and the vendor). A WebEx (or other) online platform will be provided by PSPC to facilitate remote teaching. The Contractor must ensure its resources are trained in the use of the platform.

In the event of a prolonged absence or any change in the duration of the training or the number of hours of training per week, the Contractor and the Technical Authority will work jointly to propose a learning solution that suits the learner's needs.

5 REQUIREMENTS REGARDING THE PEDAGOGICAL ADVISOR AND THE TEACHING RESOURCES

5.1 The Contractor must provide the services of at least one Pedagogical Advisor

The Pedagogical Advisor is responsible for:

- Advising and guiding the entire Teaching Resources team by performing the following tasks:
 - i. provide training on how to use the online program and the Department's WebEx platform, and on the test preparation sessions;
 - ii. provide regular developmental training sessions to the teaching resources;
 - iii. act as a pedagogical expert by offering recommendations and information on the use of teaching material and on best pedagogical practices to adopt; and
 - iv. 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, at least every three months;
- Ensuring communication in both official languages between the Contractor and the Technical Authority for pedagogical questions; and
- Making interventions and conducting follow-ups with the learners, and then submitting an intervention report to the Technical Authority within two working days following a complaint from a learner or a request from the Department's Technical Authority.

The Pedagogical Advisor must also give the Technical Authority, at the time the Contract is awarded, a virtual orientation session for the use of the training program. He/she might also be called on to provide additional sessions, as needed.

5.1.1 The Pedagogical Advisor must have at least one of the other following qualifications

5.1.1.1 Education and experience requirements

A university degree from a recognized Canadian institution with an acceptable specialization in education, linguistics, translation or any other specialization relevant to the position. If the studies were completed at an institution outside Canada, only an equivalency certificate from an accredited 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, as well as others recognized as credential assessment services for comparing degrees and diplomas to Canadian standards and identified on the Canadian Information Centre for International Credentials website, at the following address: <http://cicic.ca/2/home.canada>.

AND

- At least one year of experience since January 1st, 2015 as a Pedagogical Advisor of a Teaching Resource team in English and/or French as a second language for adults.
- One year of experience corresponds to 1,500 hours of supervision of at least two Teaching Resources. The Pedagogical Advisor may have accumulated his/her hours over several years. However, he/she may not accumulate more than one year of experience (as defined above) in one calendar year. For example:

- Scenario 1: A Pedagogical Advisor may have accumulated 1,500 hours over 5 years. In this case, he/she will be recognized as having one year of experience in supervision;
- Scenario 2: A Pedagogical Advisor has accumulated 4,500 hours in two years. He/she will then be recognized as having two years of experience, because no more than 1,500 hours per year are taken into account.

5.1.1.2 Equivalence in case of failure to meet experience or education requirements

If the proposed resource does not meet the experience requirement as a Pedagogical Advisor or* does not have the level of education required, he/she must have a minimum of five years' experience in teaching English and/or French as a second language to adults since January 1st, 2010.

*This equivalency can serve to mitigate only one of the two above-mentioned at 5.1.2.1 criteria but not both. Thus, the proposed resource must have at least one year of supervisory experience or the requested level of education.

One year of experience corresponds to 1,000 hours of teaching. The person may have accumulated his/her hours over several years. However, he/she may not accumulate more than one year of experience (as defined above) in one calendar year. For example:

Scenario 1: The person may have accumulated 1,000 hours over 5 years. In this case, he/she will be recognized as having one year of experience in teaching;

Scenario 2: The person has accumulated 3000 hours in two years. He/she will then be recognized as having two years of experience, because no more than 1000 hours per year are taken into account.

5.2 Teaching Resources

On receipt of a language training services request through the issuance of a Task Authorization by the Technical Authority or Contract Authority, the Contractor must provide a Teaching Resource that meets the requirements listed below within no more than 10 working days.

5.2.1 Requirements

All the Teaching Resources must have mastered the language being taught and be sufficiently proficient in the other official language to ensure effective communication with the learner in his/her first official language when necessary. The Teaching Resources must also be comfortable with the computer tools (cameras, videos, audio documents, Web browsing, WebEx, etc.), be trained in the Contractor methodology and assist regular developmental and skill enhancement training sessions.

AND

All the Teaching Resources proposed by the Contractor for tutoring services must have successfully passed a written language assessment performed by the Contractor. This test must be available upon request and must include a section on identifying, correcting and explaining the grammar mistakes.

5.2.1.1 Education requirements

The proposed resource(s) must have at least one of the following qualifications:

A university degree from a recognized Canadian institution with an acceptable specialization in education, linguistics, translation or any other specialization relevant to the position. If the studies were completed at an institution outside Canada, only an equivalency certificate from an accredited 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, as well as others recognized as credential assessment services for comparing degrees and diplomas to Canadian standards and identified on the Canadian Information Centre for International Credentials website, at the following address: <http://cicic.ca/2/home.canada>.

5.2.1.2 Equivalence in case of failure to meet education requirements

If the proposed Teaching Resource does not have a university degree in a discipline related to the position, he/she must have a minimum of three years' experience in teaching English and/or French as a second language to adults since January 1, 2015.

One year of experience corresponds to 1,000 hours of teaching in French and/or English as a second language to adults. The Teaching Resource may have accumulated his/her hours over several years. However, he/she may not accumulate more than one year of experience (as defined above) in one calendar year. For example:

Scenario 1: A Teaching Resource may have accumulated 1,000 hours over 5 years. In this case, he/she will be recognized as having one year of experience in teaching;

Scenario 2: A Teaching Resource has accumulated 3,000 hours in two years. He/she will then be recognized as having two years of experience, because no more than 1,000 hours per year are taken into account.

5.2.2 Replacement of a Teaching Resource

In the case of an unexpected absence, the Contractor must ensure the replacement of a Teaching Resource in the current session by another Teaching Resource able to deliver the training. The replacement Teaching Resources must meet or exceed the mandatory technical criteria and meet the minimum score required by the rated technical evaluation criteria.

Should the teaching resource be late, the Contractor will ensure the learner and the technical authority are advised in due time

4.3 Second Language Test Preparation

The preparation sessions for the Public Service Commission of Canada's Second Language Evaluations are sessions that prepare learners for evaluation of one or more of the following skills: written comprehension, written expression and oral proficiency. These sessions are designed to help the learner prepare for the PSC evaluations after having acquired the targeted proficiency level. A preparation session must not be used to acquire a second language or a higher level of proficiency.

The second language test preparation sessions will be offered in a virtual classroom, either full-time or part-time. The sessions will be offered by WebEx (or another method determined by PSC and the vendor). A WebEx (or other) online platform will be provided by PSC to facilitate remote teaching. The Contractor must ensure its resources are trained in the use of the platform.

For the second language test preparation sessions, the user identified by the Technical Authority will send an email to the Contractor that will include the following information:

- The learner's name;
- The learner's work email address;
- The learner's work phone number;
- The name of the branch, the directorate and the region;
- The name of the learner's manager;
- The manager's work email address;
- The target language;
- The target levels;
- The learner's availability; and
- The desired training type (full-time, part-time) and any other information considered relevant by the learner or the Department.

After receipt of the appropriate authorization from the Department, the Contractor will create the learner's account, including his/her profile, confirm his/her registration, and guide him/her regarding the procedures to follow for the initial oral evaluation and the beginning of his/her training (if applicable).

A Teaching Resource will then proceed with an initial oral evaluation to determine whether or not the learner has the appropriate level to benefit from the test preparation session. The plan shall include the necessary amount of training hours to prepare learner for his / her required proficiency level. Should the learner not be at the appropriate level to benefit from a test preparation session, the Contractor must submit a detailed learning plan outlining required training to get learner to desired proficiency level. The plan will be submitted to the Technical Authority / learner's Manager for review and approval before the beginning of the tutoring sessions. The Technical Authority reserves the option of changing the proposed plan in consultation with the Contractor.

4.4 Training Duration and Schedule

The duration of the program will be defined by the preliminary evaluation and according to the specific learners' training needs.

The training must be taken as approved by the Department's Technical Authority. Any change in the number of training hours must be reported to the Technical Authority and is subject to his/her approval.

APPENDIX 1 of Annex A – Statement of Work

Required Teaching Practices

The service provider must use the following teaching practices:

1. Communicative Approach

- Encourage learners to communicate in the language being taught;
- Maximize the learners' speaking time;
- Have the learners practice the taught matter in communication with situations that are relevant to them;
- Choose varied activities relevant to the learners;
- Use authentic documents; and
- Limit corrections on the basis of activity objectives and learner needs.

2. Adult Education Principles

- Provide plans for group activities and self-directed learning
- For each activity, give instructions and describe the process by specifying:
 - what the learners must do;
 - the duration of the activity;
 - the anticipated result; and
 - the materials and tools to be used;
- For each activity, indicate the objective by specifying:
 - the knowledge or know-how that the activity is intended to develop; and
 - the link between the objective of the activity and the overall learning targeted objective;
- Provide learners with regular feedback on their strengths and the areas that need work in relation to the targeted objectives;
- Take into account the needs, interests and experience of learners while conducting the activities.

3. The service provider must also ensure that the instructors are able to:

- Teach second language using the service provider's own learning material and methodology, which is to be aligned with PSC's second language levels (A-B-C);
- Teach and coach learners using a communicative approach and adult education principles;
- Manage activities (units, objectives) and adapt to learners' needs;
- Carry out weekly planning;
- Create individual work plans;
- Understand his or her roles and responsibilities and those of the learners and pedagogical adviser; and
- Prepare absence, end-of-session and recommendation reports.

APPENDIX 2 of ANNEX A – Statement of Work
Federal Government Statutory Holidays

Statutory holidays recognized by the federal government:

- January 1
- Good Friday
- Easter Monday
- Victoria Day (third Monday in May)
- June 24 (only for services delivered in Quebec)
- July 1
- Provincial Civic holiday (first Monday in August in Ontario)
- Labour Day (first Monday in September)
- Thanksgiving (second Monday in October)
- Remembrance Day (November 11, 2020)
- December 25 and 26 (*there will be no training between December 25 and January 1*)

Family Day (now the 3rd Monday of February), is a provincial statutory holiday only in Ontario, but *there should be no training on that day*.

ANNEX "B"

BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work pursuant to the Contract.

CATEGORY OF SERVICES	ESTIMATED USAGE (ANNUALLY)	UNIT	FIRM PRICE PER UNIT	TOTAL
Subscription based training program (Self-study without tutoring)	Unlimited	Licenses		
Second language level assessments	200	Evaluations		
Tutoring Services – Individual	8,000	Hours		

APPENDIX "A" 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)