



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

HO Bid Receiving: Atlantic Canada Opportunities Agency
 Réception des soumissions: Agence de promotion économique du Canada atlantique
 644 Main Street, P.O. Box 6051 / 644, rue Main, C.P. 6051
 Moncton, New Brunswick | Moncton (Nouveau-Brunswick)
 E1C 9J8 CANADA
 (Courier Address/adresse de messagerie: E1C 1E2)

OR/OU

E-mail: ACOA.tenders-soumissions.APECA@canada.ca

**BID SOLICITATION
DEMANDE DE SOUMISSIONS**

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

This bid solicitation is issued in accordance with the conditions of Supply Arrangement No. . Only suppliers who are pre-qualified and have been issued a supply arrangement at the time this bid solicitation is issued are eligible to bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Cette demande de soumissions est émise conformément aux conditions de l'arrangement en matière d'approvisionnement numéro . Seuls les fournisseurs qui sont pré-qualifiés et auxquels un arrangement en matière d'approvisionnement a été émis au moment où cette demande de soumissions est émise peuvent présenter une soumission.

Solicitation No. - N° de la demande P2100211	Amendment No. - N° de modification
Solicitation closes - La demande prend fin at - à 2:00 pm AST / 14:00 HNA on - le 2021-01-11	File No. - N° de dossier P2100211

Date of Solicitation - Date de la demande 2020-12-24	
Address inquiries to - Adresser toute demande de renseignements à : Josée Belliveau ACOA.tenders-soumissions.APECA@canada.ca	
Area code and Telephone No. Code régional et N° de téléphone 506-961-7394	Facsimile No. N° de télécopieur
Destination ACOA Head Office 644 Main Street, P.O. Box 6051 Moncton, New Brunswick E1C 9J8	

Instructions:
Municipal taxes are not applicable.

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, and must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item.

Instructions:
Les taxes municipales ne s'appliquent pas.

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). Le montant des taxes applicables doit apparaître séparément.

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



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1.1.1 There is no security requirement associated with this bid solicitation.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Debriefings

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

1.4 Accessible Procurement

Considering accessibility criteria and features is obligatory with this requirement. For additional information consult the [Treasury Board Contracting Policy](#).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to acoa.tenders-soumissions.apeca@canada.ca by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Former Public Servant

(See following page)

Former Public Servant Certification

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

Definitions

For the purposes of this document:

"**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.

Section 1 - Former Public Servant in Receipt of a Pension

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

Yes No

If not, please proceed to Section 3.

If so, the Bidder/Offeror/Supplier must provide the following information, as applicable, for all FPS in receipt of a pension, and proceed to Sections 2 and 3:

Name of Former Public Servant:	Date of Termination of Employment or Retirement From The Public Service:
---------------------------------------	---

By providing this information, Bidders/Offerors/Suppliers agree that the successful Bidder's/Offeror's/ Supplier's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Section 2 - Work Force Reduction Programs

Is the Bidder/Offeror/Supplier a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

Yes No

If not, please proceed to Section 3.

If so, the Bidder/Offeror/Supplier must provide the following information, and proceed to Sections 3:

Name of Former Public Servant:		
Conditions of the Lump Sum Payment Incentive:		
Date of Termination of Employment:	Amount of Lump Sum Payment:	Rate of Pay on which Lump Sum Payment is Based: \$ /Week
Period of Lump Sum Payment:		
Start Date:	Completion Date:	Weeks:
Other Contracts Subject to the Restrictions of a Work Force Reduction Program:		
Contract Number:	Contract Amount (Professional Fees):	
	\$	
	\$	
	\$	
	Total:	\$

Section 3 – Certification

This is to certify that the information entered in previous sections is complete and accurate.

Entity Name:	
Signature	Date

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) business 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 New Brunswick.

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions.

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

- Section I: Technical Bid (1 soft PDF copy by e-mail)
- Section II: Financial Bid (1 soft PDF copy by e-mail)
- Section III: Certifications (1 soft PDF copy by e-mail)

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" - Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Annex "D"

4.1.1.2 Point Rated Technical Criteria

Refer to Annex "D"

4.1.2 Financial Evaluation

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

4.2 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 points for the technical evaluation, and
 - d. obtain the required minimum of 78 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 130 points.
2. Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 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 (60%) and Price (40%)

		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	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Bid

SACC Manual clause: [A3025T](#) (2020-05-04) Former Public Servant – Competitive Bid (provide Former Public Servant Certification Form, Part 2, Section 2.3).

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 provided 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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.2 Status and Availability of Resources

SACC Manual Clause [A3005T](#) (2018-08-16) Status and availability of Resources, apply to and form part of the Contract.

5.2.3.4 Education and Experience

SACC *Manual* clause [A3010T](#) (2014-06-26) 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 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The Work is to be performed during the period of February 1, 2021 to January 31, 2022.

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 one (1) additional three (3) month period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Contact Name: Josee Belliveau
Department Name: Atlantic Canada Opportunities Agency
Telephone: 506-961-7394
E-mail address: acoa.tenders-soumissions.apeca@canada.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 *(Insert at contract award)*

The Project Authority for the Contract is:

Department Name: Atlantic Canada Opportunities Agency
Address: 644 Main Street
C.P. 6051
Moncton, New Brunswick
E4V 2H2

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

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

6.5.3 Contractor's Representative *(Insert at contract award)*

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

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 – Firm Rate

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm hourly rate of \$_____, for up to 1,950 hours for a total of \$_____ *(insert the amount at contract award)*. Customs duties are included and Applicable Taxes are extra.

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

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ *(insert 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 Terms of Payment – 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.

6.7.4 SACC Manual Clauses

SACC Manual Clause [A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department

6.7.5 Electronic Payment of Invoices – Contract

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

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International);
- c. Wire Transfer (International Only);

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. a copy of the release document and any other documents as specified in the Contract;

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the Project Authority identified at section 6.5.2 for certification and payment.

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 SACC Manual Clauses

SACC Manual clause [A3025C](#) (2014-06-26), Certifications – 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 New Brunswick.

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 general conditions [2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (d) the Contractor's bid dated _____ *(insert at the time of contract award)*

6.12 SACC Manual Clauses

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

6.13 Dispute Resolution

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

ANNEX "A" – STATEMENT OF WORK

French Language Training

1.0 Background:

At the Atlantic Canada Opportunities Agency (ACOA), linguistic duality is strongly supported and encouraged. Language training services are designed to ensure ACOA's compliance with Government of Canada Official Languages (OL) Policies. In offering our services, both to clients and internally within the organization, ACOA strives to serve people in the language of their choice, in accordance with the Official Languages Act. ACOA NB is seeking to better position individuals to assume increasingly challenging positions within the Agency and is focusing great efforts on ensuring the necessary skills are developed within staff who are interested, and have consistently demonstrated competencies suitable to filling these future positions.

2.0 Objective:

To provide an Individual second language Learning Program in French language for an English employee to obtain a minimum C Level in French for oral interaction and comprehension and a minimum B level for written. (See Language Proficiency Description section below)

3.0 Requirements:

The Contractor must provide language training to support the individual to achieve CBC proficiency as per the Treasury Board Secretariat standards. <http://www.tbs-sct.gc.ca/gui/squn03-eng.asp> The Contract must provide a tutor led training program delivered via a virtual classroom, by telephone and web portal. As part of the training, the Contractor must have the capabilities to provide a virtual Second Language Evaluation (SLE) preparation course and a tutor-led SLE preparation session.

Training is to be provided on a daily basis on business days (Monday to Friday) during regular business hours. Daily training, consisting of a combination of tutor lead and self-study, must be no less than six (6) hours per day.

The Consultant must use a variety of learning methods that will help support success of the individual.

The Consultants training program must have been developed to support CBC proficiency as defined by the Treasury Board Secretariat.

3.1 Scope of Work:

3.2 Deliverables and Acceptance Criteria:

The Contractor must deliver training that will support the successful testing and achievement of CBC French language standards, as defined by the Treasury Board Secretariat.

The Web based program must:

- Be accessed via an internet link 24 hours a day, 7 days a week,
- Feature reporting capabilities that are downloadable, printable, and accessible online,
- Allow delivery of second language courses in both official languages, allowing the learner to choose English or French as the interface language,
- Enable the learner to review or redo an exercise as often as needed
- Enable the learner to print vocabulary and grammar sections;

- Have full tracking capabilities enabling the learner to pick-up their online learning exactly where they left off during their previous self-study session;
- Provide audio activities, activities with visual aids and interactive activities at all language levels (A, B and C);
- Be accessible in self-study with or without a tutor
- For the learner and their manager, offer 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);

3.3 Constraints: (if applicable)

- The Consultant must have a history of providing such training and have achieved a success rate of at least 70%
- The Consultant must be able to provide a minimum of three instructors, for a minimum of one hour each) on a daily basis to support the individuals training.
- The Consultant must provide regular testing throughout the training to ensure progression towards CBC proficiency is being achieved in the timeframe established.
- The Consultant must provide a program that supports both one-on-one and self-directed learning.
- The student must be permitted to take up to 20 days off in a calendar year, without cost to ACOA, and do so with a minimum of one days notice.
- The Consultant must provide a liaison for the student, separate from instructors, who the student can contact to discuss the program, request changes, request time off, or any other request that are deemed necessary by the student.
- The student must be able to request a change to the instructor if the student, for any reason, does not believe they are achieving results with the assigned instructor.
- The second language training must be provided at the levels A, B, and C in accordance with the Government of Canada Qualification Standards in Relation to Official Languages (<http://www.tbs-sct.gc.ca/gui/squn03-eng.asp>)

3.4 Language of Work:

Meetings held with the Project Authority will be in English. The work to be performed must be conducted in both Official Languages (English and French).

3.5 Travel Requirements

There are no travel requirements in this contract.

3.6 Location of the Work

Work will be performed at the contractor's work location as teachings must be done virtually.

4.0 Description of Proficiency levels as per Treasury Board of Canada

4.1 Written comprehension in French language, Proficiency Level C

Level C is the level of second language ability in written comprehension for positions that require comprehension of texts dealing with a wide variety of work-related topics.

A person reading at this level can:

- * understand most complex details, inferences and fine points of meaning; and
- * have a good comprehension of specialized or less familiar material.

A person at this level may miss some seldom-used expressions and have some difficulty with very complex grammatical structures.

Examples:

A person at this level can carry out the activities at levels A and B and can also read work-related:

- * Policy Papers
- * Research Papers
- * Technical Reports
- * Books
- * Complex contracts or specifications
- * Legislation or regulations

In order to:

- * Ensure completeness and accuracy
- * Review for meaning and tone when it was prepared by others
- * Obtain an in-depth understanding of the content
- * Assess implications
- * Provide comments
- * Make recommendations

4.2 Written expression in French language, Proficiency Level B

Level B is the minimum level of second language ability in written expression for positions that require writing short descriptive or factual texts in the second language.

A person writing at this level can:

- * Deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.

A person at this level will communicate the basic information, but the text will require some corrections in grammar and vocabulary as well as revision for style.

Examples:

A person at this level can carry out the activities of level A and can also write work-related:

- * Short, routine messages
- * Short texts
- * Short descriptions
- * Brief comments
- * simple, factual correspondence or directives

In order to:

- * Adapt templates by adding a few words or slightly modifying the content
- * Request or provide information, explanations or instructions
- * Explain, or request that action be taken
- * Formulate observations
- * Present conclusions
- * Summarize a text or meeting in point or note form

4.3 Oral Proficiency in the Second official Language – Level C

Level C is the level of second language oral proficiency for positions that require handling sensitive situations where the understanding and expression of subtle, abstract, or complicated ideas are required or where unfamiliar work-related topics must be dealt with.

A person speaking at this level can:

- * Support opinions; and
- * Understand and express hypothetical and conditional ideas.

A person at this level will not have the ease and fluency of a native speaker and may have deficiencies in pronunciation, grammar, and vocabulary. These deficiencies rarely interfere with communication.

Examples:

A person at this level can carry out the activities at levels A and B and can also:

- * Give and understand explanations and descriptions involving complicated details, hypothetical questions, or complex and abstract ideas
- * Give and understand detailed accounts of events, actions taken, or procedures to be followed
- * Discuss or explain policies, procedures, regulations, programs and services relating to an area of work
- * Deal with situations requiring persuasion/negotiation and complex arguments, and/or the seamless exchange of ideas in both official languages
- * Deliver presentations on complex topics, and answer follow-up questions and/or conduct training sessions
- * Counsel and give advice to employees or clients on sensitive or complex issues
- * Participate as a member of a selection board, interview board, or assessment team as an integral part of the job functions

ANNEX "B" – BASIS OF PAYMENT

Original Contract period: February 1, 2021 to January 31, 2022

The Contractor will be paid the firm hourly rate below, for work performed in accordance with the Statement of Work. Applicable taxes are extra.

Hourly rate (A)	Estimated number of hours (B)	Total (A X B)
	1 950	

Optional Period: February 1, 2022 to April 30, 2022

Should the Option Period be exercised, the Contractor will be paid the firm hourly rate below, for work performed in accordance with the Statement of Work. Applicable taxes are extra.

Hourly rate (A)	Estimated number of hours (B)	Total (A X B)
	450	

ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.1, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

The Bidder accepts any of the following Electronic Payment Instrument(s):

- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Wire Transfer (International Only);

ANNEX “D” – EVALUATION CRITERIA

Title: Second Language Training

Mandatory Technical Criteria

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

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

ATTENTION BIDDER: PLEASE INCLUDE THE TABLE BELOW AND WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW.

<u>CRITERIA</u>		Cross Reference to Proposal (page #)	FOR EVALUATION PURPOSES (FOR ACOS USE ONLY)	
			MET/NOT MET	COMMENTS
M1	The Bidder must provide 5 teaching resources. Each Proposed resource must provide one of the following: 1) A copy of their university degree from a recognized Canadian institute or the recognized equivalent. The degree must be in the field of education or similar. Or 2) They must demonstrate they have 2 years experience in the last 5 years teaching French and/or English as a second language.			
M2	The Bidder must provide proof that all proposed resources have successfully passed a language assessment performed by the bidder by providing a copy of the assessment results.			
M3	The Bidder’s Organization must have a history of providing such training and have achieved a success rate of at least 70% at the CBC level, as defined in the Statement of Work, with clients serviced. Bidder must supply a summary of results to substantiate this success rate.			
M4	The Bidder must provide a liaison for the student, separate from instructors, who the student can contact to discuss the program, request changes, request time off, or any other request that are deemed necessary by the student to achieve their desired language proficiency level.			

Point-Rated Evaluation Criteria

1. In addition to meeting all of the mandatory requirements, the Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section.
2. When citing past projects as examples, details should be include information such as:
 - a. Project descriptions and overview of deliverables;
 - b. Start and end time (month / year) of the project and specify actual time period (months, years) (if applicable) spent on the project;
 - c. Role and responsibilities of your company within the project, including a description of the services provided to the client and type of deliverables; and
 - d. Identify the client organization (provide references). Include the client contact name for which the work was directly performed and contact information. Note that contact information for any reference cited should include contact name, title and current telephone number.
3. Personnel resumes used within the context of the proposal should provide detail regarding the qualifications, relevant experience, and expertise of the proposed team member(s), including a summary/description of their past projects. Note that contact information for any reference cited should include contact name, title, and current e-mail address and telephone number.
4. Note that in support of paragraphs 2 and 3 above, **the evaluation team reserves the right to contact any reference provided.**
5. Bids will be evaluated and scored as specified in the tables inserted below.
6. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

ATTENTION BIDDER: PLEASE INCLUDE THE FOLLOWING TABLE AND WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW.

Point Rated Criteria	Points Breakdown	Max Points	Cross Reference to Proposal Page #
<p>R1 The Bidder's organization must have accumulated over 3,000 hours of experience in one on one delivery of English and French second language tutoring services to adults. Any combination of French and English is acceptable.</p> <p>To demonstrate the experience acquired, the Bidder must, at a minimum, provide the following information:</p> <ol style="list-style-type: none"> 1) Name(s) of client organizations receiving the services; 2) Start and end dates of the tutoring services provided (month/year to month/year); 3) Total number of hours for each period identified in 2); 	<p>3,000 – 4,999 hours: 5 pts 5,000 – 9,999 hours: 10 pts 10,000 hours or greater: 20 pts</p>	<p>20</p>	
<p>R2 The Bidder's organization 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>To demonstrate the experience acquired, the Bidder must, at a minimum, provide the following information:</p> <ol style="list-style-type: none"> 1) Name(s) of client organizations receiving the services; 2) Start and end dates of the tutoring services provided (month/year to month/year); 3) Total number of hours for each period identified in 2); 4) Mean(s) of communication used (telephone, online, WebEx or other). 	<p>3,000 – 4,999 hours: 5 pts 5,000 – 9,999 hours: 10 pts 10,000 hours or greater: 20 pts</p>	<p>20</p>	

R3	<p>The Bidder must demonstrate that the Web Based program includes the following:</p> <ol style="list-style-type: none"> 1) Be accessed via an internet link 24 hours a day, 7 days a week, 2) Feature reporting capabilities that are downloadable, printable, and accessible online, 3) Allow delivery of second language courses in both official languages, allowing the learner to choose English or French as the interface language, 4) Enable the learner to review or redo an exercise as often as needed 5) Enable the learner to print vocabulary and grammar sections; 6) Have full tracking capabilities enabling the learner to pick-up their online learning exactly where they left off during their previous self-study session; 7) Provide audio activities, activities with visual aids and interactive activities at all language levels (A, B and C); 8) Be accessible in self-study with or without a tutor; 9) Offer online access (for the learner and their manager) 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). 	<p>Each point demonstrated (from 1 to 9): 10 points each</p>	<p>90</p>	
	Total points:		130	
	Minimum Passing Score:		78	