

**RETURN BIDS TO:**  
 Office of the Superintendent of Financial  
 Institutions  
 Procurement and Contracting  
 Email: contracting@osfi-bsif.gc.ca

**REQUEST FOR PROPOSAL**  
**Proposal To: Office of the**  
**Superintendent of Financial Institutions**  
 We hereby offer to sell to Her Majesty the  
 Queen in right of Canada, in accordance  
 with the terms and conditions set out  
 herein, referred to herein or attached  
 hereto, the goods, services, and  
 construction listed herein and on any  
 attached sheets at the price(s) set out  
 thereof.

**This document contains a Security  
 Requirement**

**Vendor/Firm Name and address**

**Instructions:**

**Issuing Office – Bureau de distribution**  
 Procurement and Contracting  
 255 Albert Street, 12<sup>th</sup> Floor  
 Ottawa, ON  
 K1A 0H2

<b>Title</b> Language Training Services	
<b>Solicitation No.</b> 20200094	<b>Date</b> April 19, 2021
<b>Client Reference No.</b> 20200094	
<b>Solicitation Closes</b> at 02 :00 PM on May 21, 2020	<b>Time Zone</b> Eastern Daylight Time EDT
<b>D.D.P.</b> Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
<b>Address Inquiries to :</b> Chris Zaremba, Senior Contracting Officer	
<b>Telephone No.</b> 613-290-5128	
<b>Destination – of Goods, Services, and Construction:</b> See Herein	
<b>Delivery</b> See Herein	<b>Delivered Offered</b>
<b>Vendor/firm Name and address</b>	
<b>Facsimile No.</b> <b>Telephone No.</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm (type or print)-</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 – GENERAL INFORMATION**

### **1. Security Requirement**

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clauses.

### **2. Statement of Work**

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

### **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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 – BIDDER INSTRUCTIONS**

### **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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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: sixty (60) days

Insert: one hundred eighty (180) calendar days

### **2. Submission of Bids**

Bids must be submitted only by email to [contracting@osfi-bsif.gc.ca](mailto:contracting@osfi-bsif.gc.ca) to The Office of the Superintendent of Financial Institutions (OSFI) by the date and time indicated on page 1 of the bid solicitation.

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

#### **2.1 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 3 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### **3. Former Public Servant**

Contracts awarded to 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 with FPS, bidders must provide the information required below before contract award.

#### **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;
- b. date of termination of employment or retirement from the Public Service.

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

## **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

### **4. Enquiries – Bid Solicitation**

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

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

### **5. Extension of Time**

If additional time is required by the Bidder, the Contracting Authority may grant an extension at his or her sole discretion.

### **6. 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.

## **PART 3 – BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

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

- Section I: Technical Bid (one copy via e-mail)
- Section II: Financial Bid (one copy via e-mail)
- Section III: Certifications (one copy via e-mail)

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

Canada requests that bidders use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

Multiple bids from the same bidder are not permitted in response to this bid solicitation. Each bidder must submit only a single bid. If any bidder submits more than one bid, Canada will choose in its discretion which bid to consider.

#### **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. The total amount of Applicable Taxes must be shown separately.

**All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

**Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

#### **1.1 SACC Manual Clauses**

C3011T (2013-11-06), Exchange Rate Fluctuation

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.



## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline may result in the bid being declared non-responsive.
- (d) **Requests for Interviews:** If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by Canada.

### 2. Basis of Selection – Multiple Contracts Awarded for Multiple Region

The following selection process will be conducted for each Region:

2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria; and
- (c) obtain the required minimum points specified for each Region for the technical evaluation, and

The rating is performed on a scale of 175 points for the National Capital Region, 70 points for the Toronto Region, 70 points for the Montreal Region, and 35 points for the Vancouver Region.

2.2 Bids not meeting (a), (b) and (c) will be declared non-responsive.

2.3 The evaluation 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.

2.4 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 %.

2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.

2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

2.7 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 for each Region will be recommended for award of a contract. It is intended to result in the award of up to 4 contracts (one per identified Region). Where two or more proposals

achieve the identical highest combined rating of technical merit and price, the proposal with the lowest total 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 70/30 ratio of technical merit and price, respectively. The total available points equals 155 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>			
	<b>Bidder</b>		
	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	115/155	89/155	92/155
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>			
<b>Technical Merit Score</b>	$115/155 \times 70 = 51.94$	$89/155 \times 70 = 40.19$	$92/155 \times 70 = 41.55$
<b>Pricing Score</b>	$((45-55)/45) + 1 \times 30 = 23.33$	$((45-50)/45) + 1 \times 30 = 26.67$	$((45-45)/45) + 1 \times 30 = 30.00$
<b>Combined Rating</b>	75.27	66.86	71.55
<b>Overall Rating</b>	<b>1<sup>st</sup></b>	<b>3rd</b>	<b>2nd</b>

### 3. Security Requirement

3.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6- Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- (d) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
- (e) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information

3.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

3.3 For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html> ) website.

## ATTACHMENT 1 TO PART 4, TECHNICAL EVALUATION

### REGION 1 of 4 – NATIONAL CAPITAL REGION (NCR)

#### 1.1 MANDATORY TECHNICAL CRITERIA

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

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

Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration. Only proposals found to meet the mandatory evaluation criteria will be evaluated in accordance with the evaluation criteria subject to point rating.

#### M1 Corporate Qualifications

Technical Criteria	Requirement	Reference within Proposal
M1.1	The Bidder must have a minimum of ten (10) years of experience, as of the issuance date of this RFP, in delivering individual language training to adults in both French and English.	
M1.2	The Bidder must describe the teaching methodology used when delivering the training described in from the technical criteria M1.1.  In describing their methodology, the bidder must explain how it aligns with Federal Government proficiency levels A,B,C as described in the article 3.2 of Annex A, SOW.	
M1.3	The Bidder must have provided English or French language training services within the last five (5) years, to 3 Government of Canada Departments or individuals.  The references must be for language training provided within the NCR.  Each reference must include:  a. Name, phone number and email address of client;  b. Names of the teacher resources that were involved in the project; and  c. Start and end date of the project.	

Technical Criteria	Requirement	Reference within Proposal				
<b>M1.4</b>	<p>The Contractor's training facility must be located within a 10 km distance* from the following OSFI location:</p> <table border="1"> <thead> <tr> <th>Region</th> <th>Current OSFI Location Address</th> </tr> </thead> <tbody> <tr> <td>Region 1: National Capital Region (NCR)</td> <td>255 Albert Street Ottawa, Ontario K1A 0H2</td> </tr> </tbody> </table> <p>* The distance will be calculated using the shortest driving distance using: <a href="http://www.google.com/maps">http://www.google.com/maps</a></p>	Region	Current OSFI Location Address	Region 1: National Capital Region (NCR)	255 Albert Street Ottawa, Ontario K1A 0H2	
Region	Current OSFI Location Address					
Region 1: National Capital Region (NCR)	255 Albert Street Ottawa, Ontario K1A 0H2					

## M2 Proposed Resources

The Bidder must propose a different qualified resource in each category identified in the table below. All proposed resources must have previously worked with the Bidder on a minimum of one contract, for a minimum period of three months.

For each proposed resource, the Bidder must complete either Table 1 or Table 2 in Appendix A to Attachment 1 – Resource Evaluation Criteria Tables, as applicable.

Category	# Resources to be Proposed	Bidder Response Table to be completed in Appendix A to Attachment 1 – Resource Evaluation Criteria Tables
French Language Instructor	4	Table 1: M-F
English Language Instructor	1	Table 2: M-E
<b>Total # Resources to be Proposed</b>	<b>5</b>	

### 1.2 POINT RATED TECHNICAL 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 required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

The Bidder should demonstrate experience and qualifications with each one of the following requirements. The experience demonstrated will be evaluated and scored in accordance with specific evaluation criteria detailed hereafter.

Bids which do not achieve the minimum pass mark stated in the Table 1.2 will be deemed non-compliant and will not be considered further.

**TABLE 1.2: Point-Rated Technical Criteria Points Summary and Calculations**

<b>Technical Evaluation Criteria</b>	<b>Maximum Score</b>	<b>Minimum Pass Mark</b>	<b>Section Weight (% of Technical Proposal Weight)</b>	<b>Technical Scoring Formula for Weighted Score</b>
<b>Resource Qualifications</b>				
R2 Proposed Resources				
French Instructor #1	35 points	24		
French Instructor #1	35 points	24		
French Instructor #1	35 points	24		
French Instructor #1	35 points	24		
English Instructor #2	35 points	24		
<b>Sub-total</b>	175	120		
<b>Total Technical Proposal Score</b>				Sum of Weighted Score of R1.1 + R1.2 + R2

**1.2.1 Resource Qualifications**

**R2 Proposed Resources**

The Bidder should complete Table 3: R-F and Table 4: R-E in Appendix A to Attachment 1– Resource Evaluation Criteria Tables, as applicable for each resource proposed in response to mandatory requirement M-2.

Evaluation Criteria: Each proposed resource will be evaluated and scored out of a maximum of 35 points in accordance with the evaluation criteria in Appendix A to Attachment 1– Resource Evaluation Criteria Tables (Table 3: R-F and Table 4: R-E).

**REGION 2 OF 4 - TORONTO, ON**

**1.1 MANDATORY TECHNICAL CRITERIA (MT)**

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.

Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration. Only proposals found to meet the mandatory evaluation criteria will be evaluated in accordance with the evaluation criteria subject to point rating.

**M1 Corporate Qualifications**

Technical Criteria	Requirement	Reference within Proposal				
<b>M1.1</b>	The Bidder must have a minimum of ten (10) years of experience, as of the issuance date of this RFP, in delivering individual language training to adults in French.					
<b>M1.2</b>	The Bidder must describe the teaching methodology used when delivering the training described in from the technical criteria M1.1.  In describing their methodology, the bidder must explain how it aligns with Federal Government proficiency levels as described in the article 3.2 of Annex A, SOW.					
<b>M1.3</b>	The Bidder must have provided French language training services within the last five (5) years, to 3 Government of Canada Departments or individuals.  The references must be for language training provided in Toronto, ON.  Each reference must include: a. Name, phone number and email address of client; b. Names of the proposed teacher resources that were involved in the project; and c. Start and end date of the project.					
<b>M1.4</b>	The Contractor's training facility, must be located within a 10 km distance* from the following OSFI location:  <table border="1" data-bbox="367 1566 1156 1705"> <thead> <tr> <th data-bbox="367 1566 721 1600">Region</th> <th data-bbox="721 1566 1156 1600">Current OSFI Location Address</th> </tr> </thead> <tbody> <tr> <td data-bbox="367 1600 721 1705">Region 2: Toronto, ON</td> <td data-bbox="721 1600 1156 1705">121 King Street West Toronto, Ontario M5H 3T9</td> </tr> </tbody> </table> <p>* The distance will be calculated using the shortest driving distance using: <a href="http://www.google.com/maps">http://www.google.com/maps</a></p>	Region	Current OSFI Location Address	Region 2: Toronto, ON	121 King Street West Toronto, Ontario M5H 3T9	
Region	Current OSFI Location Address					
Region 2: Toronto, ON	121 King Street West Toronto, Ontario M5H 3T9					

**M2 Proposed Resources**

The Bidder must demonstrate its ability to provide OSFI with qualified resources, as and when requested, by proposing a different qualified resource in each category identified in the table below. All proposed resources must currently work, or have previously worked with the Bidder for a minimum period of three months.

The Bidder must fully complete the applicable evaluation table, provided in Appendix A to Attachment 1 – Resource Evaluation Criteria Tables, for each proposed resource.

Category	# Resources to be Proposed	Bidder Response Table to be completed in Appendix A to Attachment 1 – Resource Evaluation Criteria Tables
French Language Instructor	2	Table 1: M-F
<b>Total # Resources to be Proposed</b>	<b>2</b>	

**Notes:** OSFI will confirm its initial requirements upon contract award through issuance of Task Authorizations(s).

**1.2 POINT RATED TECHNICAL 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 required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

The Bidder should demonstrate experience and qualifications with each one of the following requirements, some of which use information provided for Mandatory requirements. The experience demonstrated will be evaluated and scored in accordance with specific evaluation criteria detailed hereafter.

Bids which do not achieve the minimum pass mark stated in the table will be deemed non-compliant and will not be considered further.

**1.2.1 Point-Rated Technical Criteria Points Summary and Calculations**

Technical Evaluation Criteria	Maximum Score	Minimum Pass Mark	Section Weight (% of Technical Proposal Weight)	Technical Scoring Formula for Weighted Score
<b>Resource Qualifications</b>				
R2 Proposed Resources				
French Instructor #1	35 points	24		
French Instructor #1	35 points	24		

Technical Evaluation Criteria	Maximum Score	Minimum Pass Mark	Section Weight (% of Technical Proposal Weight)	Technical Scoring Formula for Weighted Score
<b>Sub-total</b>	70	48	55%	[Bidder's score (out of 70) / 70] x 55 points
<b>Total Technical Proposal Score</b>				Sum of Weighted Score of R1.1 + R1.2 + R2

## 1.2.2 Resource Qualifications

### R2 Proposed Resources

The Bidder should demonstrate its ability to provide the required French Instructors by completing Appendix A to Attachment 1– Resource Evaluation Criteria Tables (Table 3: R-F), as applicable for each resource proposed in response to mandatory requirement number M-2.

Evaluation Criteria: Each proposed resource will be evaluated and scored out of a maximum of 35 points in accordance with the evaluation criteria in Appendix A to Attachment 1– Resource Evaluation Criteria Tables (Table 3: R-F).



**REGION 3 of 4 – MONTREAL, QC**

**1.1 MANDATORY TECHNICAL CRITERIA (MT)**

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.

Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration. Only proposals found to meet the mandatory evaluation criteria will be evaluated in accordance with the evaluation criteria subject to point rating.

**M1 Corporate Qualifications**

Technical Criteria	Requirement	Reference within Proposal				
<b>M1.1</b>	The Bidder must have a minimum of ten (10) years of experience, as of the issuance date of this RFP, in delivering individual language training to adults in both French and English.					
<b>M1.2</b>	The Bidder must describe the teaching methodology used when delivering the training described in from the technical criteria M1.1.  In describing their methodology, the bidder must explain how it aligns with Federal Government proficiency levels as described in the article 3.2 of Annex A, SOW.					
<b>M1.3</b>	The Bidder must have provided English or French language training services within the last five (5) years, to 3 Government of Canada Departments or individuals.  The references must be for language training provided in Montreal, QC.  Each reference must include: a. Name, phone number and email address of client; b. Names of the proposed teacher resources that were involved in the project; and c. Start and end date of the project.					
<b>M1.4</b>	The Contractor's training facility, identified in response to M1.4, must be located within a 10 km distance* from the following OSFI location:  <table border="1" data-bbox="367 1549 1156 1705"> <thead> <tr> <th data-bbox="367 1549 721 1579">Region</th> <th data-bbox="721 1549 1156 1579">Current OSFI Location Address</th> </tr> </thead> <tbody> <tr> <td data-bbox="367 1579 721 1705">Region 3: Montreal, QC</td> <td data-bbox="721 1579 1156 1705">2001 Robert-Bourassa Boulevard  Montreal, Quebec H3A 2A6</td> </tr> </tbody> </table> <p>* The distance will be calculated using the shortest driving distance using: <a href="http://www.google.com/maps">http://www.google.com/maps</a></p>	Region	Current OSFI Location Address	Region 3: Montreal, QC	2001 Robert-Bourassa Boulevard  Montreal, Quebec H3A 2A6	
Region	Current OSFI Location Address					
Region 3: Montreal, QC	2001 Robert-Bourassa Boulevard  Montreal, Quebec H3A 2A6					

**M2 Proposed Resources**

The Bidder must demonstrate its ability to provide OSFI with qualified resources, as and when requested, by proposing a different qualified resource in each category identified in the table below. All proposed resources must have previously worked with the Bidder on a minimum of one contract, for a minimum period of three months.

The Bidder must fully complete the applicable evaluation table, provided in Appendix A to Attachment 1 – Resource Evaluation Criteria Tables, for each proposed resource.

Category	# Resources to be Proposed	Bidder Response Table to be completed in Appendix A to Attachment 1 – Resource Evaluation Criteria Tables
French Language Instructor	1	Table 1: M-F
English Language Instructor	1	Table 2: M-E
<b>Total # Resources to be Proposed</b>	<b>2</b>	

**Notes:** OSFI will confirm its initial requirements upon contract award through issuance of Task Authorizations(s).

**1.2 POINT RATED TECHNICAL 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 required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

The Bidder should demonstrate experience and qualifications with each one of the following requirements, some of which use information provided for Mandatory requirements. The experience demonstrated will be evaluated and scored in accordance with specific evaluation criteria detailed hereafter.

Bids which do not achieve the minimum pass mark stated in the table will be deemed non-compliant and will not be considered further.

**1.2.1 Point-Rated Technical Criteria Points Summary and Calculations**

Technical Evaluation Criteria	Maximum Score	Minimum Pass Mark	Section Weight (% of Technical Proposal Weight)	Technical Scoring Formula for Weighted Score
<b>Resource Qualifications</b>				
R2 Proposed Resources				
French Instructor #1	35 points	24		

Technical Evaluation Criteria	Maximum Score	Minimum Pass Mark	Section Weight (% of Technical Proposal Weight)	Technical Scoring Formula for Weighted Score
English Instructor #2	35 points	24		
<b>Sub-total</b>	70	48	55%	[Bidder's score (out of 70) / 70] x 55 points
<b>Total Technical Proposal Score</b>				Sum of Weighted Score of R1.1 + R1.2 + R2

### 1.2.2 Resource Qualifications

#### R2 Proposed Resources

The Bidder should demonstrate its ability to provide the required French and English Instructors by completing Appendix A to Attachment 1– Resource Evaluation Criteria Tables (Table 3: R-F and Table 4: R-E), as applicable for each resource proposed in response to mandatory requirement number M-2.

Evaluation Criteria: Each proposed resource will be evaluated and scored out of a maximum of 35 points in accordance with the evaluation criteria in Appendix A to Attachment 1– Resource Evaluation Criteria Tables (Table 3: R-F and Table 4: R-E).

**REGION 4 of 4 – VANCOUVER, BC**

**4.1 MANDATORY TECHNICAL CRITERIA (MT)**

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.

Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration. Only proposals found to meet the mandatory evaluation criteria will be evaluated in accordance with the evaluation criteria subject to point rating.

**M1 Corporate Qualifications**

Technical Criteria	Requirement	Reference within Proposal				
<b>M1.1</b>	The Bidder must have a minimum of 10 years of experience in individual language training to adults in French.					
<b>M1.2</b>	<p>The Bidder must describe the teaching methodology used when delivering the training described in from the technical criteria M1.1.</p> <p>In describing their methodology, the bidder must explain how it aligns with Federal Government proficiency levels as described in the article 3.2 of Annex A, SOW.</p>					
<b>M1.3</b>	<p>The Bidder must provide 3 client references within the last 5 years, as of the issuance date of this RFP, for language training to adults in French to Government of Canada clients.</p> <p>The references must be for language training provided in Vancouver, BC.</p> <p>Each reference must include:</p> <ol style="list-style-type: none"> <li>Name, phone number and email address of client;</li> <li>Names of the proposed teacher resources that were involved in the project; and</li> <li>Start and end date of the project.</li> </ol>					
<b>M1.4</b>	<p>The Contractor’s training facility, identified in response to M1.4, must be located within a 10 km distance* from the following OSFI location:</p> <table border="1" data-bbox="367 1535 1156 1661"> <thead> <tr> <th data-bbox="367 1535 721 1570">Region</th> <th data-bbox="721 1535 1156 1570">OSFI Location Address</th> </tr> </thead> <tbody> <tr> <td data-bbox="367 1570 721 1661">Region 4: Vancouver, BC</td> <td data-bbox="721 1570 1156 1661">605 Robson Street Vancouver, British Columbia V6B 5J3</td> </tr> </tbody> </table> <p>* The distance will be calculated using the shortest driving distance using: <a href="http://www.google.com/maps">http://www.google.com/maps</a></p>	Region	OSFI Location Address	Region 4: Vancouver, BC	605 Robson Street Vancouver, British Columbia V6B 5J3	
Region	OSFI Location Address					
Region 4: Vancouver, BC	605 Robson Street Vancouver, British Columbia V6B 5J3					

**M2 Proposed Resources**

The Bidder must demonstrate its ability to provide OSFI with qualified resources, as and when requested, by proposing a different qualified resource in each category identified in the table below. All proposed resources must have previously worked with the Bidder on a minimum of one contract, for a minimum period of three months.

The Bidder must fully complete the applicable evaluation table, provided in Appendix A to Attachment 1 – Resource Evaluation Criteria Tables, for each proposed resource.

Category	# Resources to be Proposed	Bidder Response Table to be completed in Appendix A to Attachment 1 – Resource Evaluation Criteria Tables
French Language Instructor	1	Table 1: M-F
<b>Total # Resources to be Proposed</b>	<b>1</b>	

**Notes:** OSFI will confirm its initial requirements upon contract award through issuance of Task Authorizations(s).

**4.2 POINT RATED TECHNICAL 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 required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

The Bidder should demonstrate experience and qualifications with each one of the following requirements, some of which use information provided for Mandatory requirements. The experience demonstrated will be evaluated and scored in accordance with specific evaluation criteria detailed hereafter.

Bids which do not achieve the minimum pass mark stated in the table will be deemed non-compliant and will not be considered further.

**4.2.1 Point-Rated Technical Criteria Points Summary and Calculations**

Technical Evaluation Criteria	Maximum Score	Minimum Pass Mark	Section Weight (% of Technical Proposal Weight)	Technical Scoring Formula for Weighted Score
<b>Resource Qualifications</b>				
R2 Proposed Resources				
French Instructor #1	35 points	24		
<b>Sub-total</b>	35	24	55%	[Bidder's score (out of 35) / 35] x 55 points

Technical Evaluation Criteria	Maximum Score	Minimum Pass Mark	Section Weight (% of Technical Proposal Weight)	Technical Scoring Formula for Weighted Score
<b>Total Technical Proposal Score</b>				Sum of Weighted Score of R1.1 + R1.2 + R2

**4.2.2 Resource Qualifications**

**R2 Proposed Resources**

The Bidder should demonstrate its ability to provide the required French Instructors by completing Appendix A to Attachment 1– Resource Evaluation Criteria Tables (Table 3: R-F), as applicable for each resource proposed in response to mandatory requirement number M-2.

Evaluation Criteria: Each proposed resource will be evaluated and scored out of a maximum of 35 points in accordance with the evaluation criteria in Appendix A to Attachment 1– Resource Evaluation Criteria Tables (Table 3: R-F).

**APPENDIX A TO ATTACHMENT 1 – RESOURCE EVALUATION CRITERIA TABLES**

**1. Response Tables for Mandatory requirement: M2 Proposed Resources**

**Table 1: M-F (French Instructor)**

<b>Proposed Resource Name:</b> _____		
<b>Mandatory Criteria</b>		
<b>1. Bidder Certification</b>		
The Bidder must sign the following certifications for the proposed resource:		
<ul style="list-style-type: none"> <li>i. The Bidder certifies that the information provided regarding the proposed resource is fully accurate. Further, the Bidder acknowledges that Canada may provide the Client Contact(s), identified by the Bidder, with a copy of the information submitted by the Bidder (related to the applicable Reference Project only) for independent verification.</li> </ul>		
Name and Title of Authorized Representative	Signature	Date
<b>2. Security Clearance</b>		
The Bidder must confirm that the proposed resource holds a valid security clearance at the RELIABILITY (or higher) level:		
<b>Resource Name:</b> <insert>	<b>Security Level:</b> <insert>	
<b>File #:</b> <insert #>	<b>Expiry date:</b> <insert>	
<b>3.</b> The proposed resource must have previously worked with the Bidder on a minimum of one contract, for a minimum period of three months.		
The Bidder's response should include the following information:		
<ul style="list-style-type: none"> <li>a. Client organization name;</li> <li>b. Client contact name and title; and</li> <li>c. A brief description of the project and the resource's role on that project.</li> </ul>		
<b>Bidder Response:</b>		
<b>4.</b> The proposed resource must meet the following education qualifications:		
<ul style="list-style-type: none"> <li>▪ Bachelor's degree from a recognized Canadian university listed in Attachment 1 to Annex A – List Accepted Bachelor's Degrees and Certificates, section 1.0 Bachelor's Degrees.</li> </ul>		
<b>OR</b>		
<ul style="list-style-type: none"> <li>▪ Bachelor's degree from a recognized Canadian university that is not on the list of accepted Bachelor's Degrees at Attachment 1 to Annex A, section 1.0; and</li> <li>▪ A certificate from recognized Canadian institution listed in Attachment 1 to Annex A – List Accepted Bachelor's Degrees and Certificates, section 2.0 Certificates.</li> </ul>		

**Proposed Resource Name:** \_\_\_\_\_

In cases where studies were completed at an institution outside of Canada, only an equivalency certificate from an accredited institution recognizing the credentials as Canadian equivalences will be accepted.

These institutions include the credential assessment services of the federal or 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 Web site:

<http://www.cicic.ca/413/assessment-of-credentials-for-employment-incanada.canada>

As proof of education, the Contractor must submit a true copy of the original degree certified by the Contractor or by a commissioner of oaths, confirming the proposed resource's level of education.

**Bidder Response:**

The proposed resource must have completed a minimum of 1,200 hours delivering French Language Training to Federal Public Servants

Bidders must provide the following details as to how the stated experience was obtained:

- a. Name of the client or Department and contact information;
- b. The total number of hours performing the above mentioned;
- c. The start and end dates of the assignment(s);
- d. Details about the work performed by the proposed resource on the assignment(s) including deliverables; and
- e. A reference.

**Bidder Response:**

CLIENT PROJECT #1: < Insert complete project description in accordance with Instructions to Bidders >

CLIENT PROJECT #2: < Insert complete project description in accordance with Instructions to Bidders >

*Please add additional rows if required.*

5. The proposed resource must have a minimum of 4 years of experience within the last 7 years, as of the issuance date of the RFP, in delivering French Language Training to adults in an individual setting including assessment services to determine the learner's proficiency level.

The Contractor must provide the following details as to how the stated experience was obtained:

- a. Name of the client or Department and contact information;
- b. The start and end dates of the assignment(s);
- c. Details about the work performed by the proposed resource on the assignment(s) including deliverables; and
- d. A reference.

**Bidder Response:**

CLIENT PROJECT #1: < Insert complete project description in accordance with Instructions to Bidders >



<b>Proposed Resource Name:</b> _____
<b>CLIENT PROJECT #2:</b> < Insert complete project description in accordance with Instructions to Bidders >
<i>Please add additional rows if required.</i>

**Table 2: M-E (English Instructor)**

<b>Proposed Resource Name:</b> _____				
<b>Mandatory Criteria</b>				
<p><b>1. Bidder Certification</b></p> <p>The Bidder must sign the following certifications for the proposed resource:</p> <ul style="list-style-type: none"> <li>i. The Bidder certifies that the information provided regarding the proposed resource is fully accurate. Further, the Bidder acknowledges that Canada may provide the Client Contact(s), identified by the Bidder, with a copy of the information submitted by the Bidder (related to the applicable Reference Project only) for independent verification.</li> </ul>				
<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Name and Title of Authorized Representative</td> <td style="width: 30%; border-bottom: 1px solid black;">Signature</td> <td style="width: 20%; border-bottom: 1px solid black;">Date</td> </tr> </table>	Name and Title of Authorized Representative	Signature	Date	
Name and Title of Authorized Representative	Signature	Date		
<p><b>2. Security Clearance</b></p> <p>The Bidder must confirm that the proposed resource holds a valid security clearance at the RELIABILITY (or higher) level:</p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;"><b>Resource Name:</b> &lt;insert&gt;</td> <td style="text-align: center;"><b>Security Level:</b> &lt;insert&gt;</td> </tr> <tr> <td style="text-align: center;"><b>File #:</b> &lt;insert #&gt;</td> <td style="text-align: center;"><b>Expiry date:</b> &lt;insert&gt;</td> </tr> </table>	<b>Resource Name:</b> <insert>	<b>Security Level:</b> <insert>	<b>File #:</b> <insert #>	<b>Expiry date:</b> <insert>
<b>Resource Name:</b> <insert>	<b>Security Level:</b> <insert>			
<b>File #:</b> <insert #>	<b>Expiry date:</b> <insert>			
<p><b>3. The Bidder must demonstrate that the resource has previously worked with the Bidder on a minimum of one contract, for a minimum period of three months.</b></p> <p>The Bidder's response should include the following information:</p> <ul style="list-style-type: none"> <li>a. Client organization name;</li> <li>b. Client contact name and title; and</li> <li>c. A brief description of the project and the resource's role on that project.</li> </ul>				
<b>Bidder Response:</b>				
<p><b>4. The Bidder must demonstrate that the proposed resource meets the following education qualifications:</b></p> <ul style="list-style-type: none"> <li>▪ Bachelor's degree from a recognized Canadian university listed in Attachment 1 to Annex A – List Accepted Bachelor's Degrees and Certificates, section 1.0 Bachelor's Degrees.</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>▪ Bachelor's degree from a recognized Canadian university that is not on the list of accepted Bachelor's Degrees at Attachment 1 to Annex A, section 1.0; and</li> </ul>				

**Proposed Resource Name:** \_\_\_\_\_

- A certificate from recognized Canadian institution listed in Attachment 1 to Annex A – List Accepted Bachelor's Degrees and Certificates, section 2.0 Certificates.

In cases where studies were completed at an institution outside of Canada, only an equivalency certificate from an accredited institution recognizing the credentials as Canadian equivalences will be accepted.

These institutions include the credential assessment services of the federal or 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 Web site:

<http://www.cicic.ca/413/assessment-of-credentials-for-employment-incanada.canada>

As proof of education, the Contractor must submit a true copy of the original degree certified by the Contractor or by a commissioner of oaths, confirming the proposed resource's level of education.

**Bidder Response:**

The Bidder must demonstrate that the proposed resource have completed a minimum of 1,200 hours delivering English Language Training to Federal Public Servants **Bidders must provide the following details as to how the stated experience was obtained:**

- a. Name of the client or Department and contact information;
- b. The total number of hours performing the above mentioned;
- c. The start and end dates of the assignment(s);
- d. Details about the work performed by the proposed resource on the assignment(s) including deliverables; and
- e. A reference.

**Bidder Response:**

CLIENT PROJECT #1: < Insert complete project description in accordance with Instructions to Bidders >

CLIENT PROJECT #2: < Insert complete project description in accordance with Instructions to Bidders >

*Please add additional rows if required.*

5. The Bidder must demonstrate that the proposed resource has a minimum of 4 years of experience within the last 7 years, as of the issuance date of the RFP, in delivering English Language Training to adults in an individual setting including assessment services to determine the learner's proficiency level.

The Contractor must provide the following details as to how the stated experience was obtained:

- a. Name of the client or Department and contact information;
- b. The start and end dates of the assignment(s);
- c. Details about the work performed by the proposed resource on the assignment(s) including deliverables; and
- d. A reference.

**Bidder Response:**

<b>Proposed Resource Name:</b> _____
<u>CLIENT PROJECT #1:</u> < Insert complete project description in accordance with Instructions to Bidders >
<u>CLIENT PROJECT #2:</u> < Insert complete project description in accordance with Instructions to Bidders >
<i>Please add additional rows if required.</i>

## 2. Response Tables for Point-rated requirement: R2 Proposed Resources

**Table 3: R-F (French Instructor)**

<b>Proposed Resource Name:</b> _____			
<b>Technical Criteria</b>		<b>Max. Points</b>	<b>Bidder Response</b>
a)	<p>The proposed resource should have delivered over 1200 hours in delivering French Language Training to Federal Public Servants Bidders must provide the following details as to how the stated experience was obtained:</p> <ul style="list-style-type: none"> <li>a. Name of the client or Department and contact information;</li> <li>b. The total number of hours performing the above mentioned;</li> <li>c. The start and end dates of the assignment(s);</li> <li>d. Details about the work performed by the proposed resource on the assignment(s) including deliverables; and</li> <li>e. A reference.</li> </ul> <p>Points will be awarded as follow:            1201 to 1500 hours = 5 points            Greater than 1500 to 1800 hours = 10 points            Greater than 1800 hours = 15 points</p>	15	
b)	<p>The proposed resource should have a minimum of 48 months of experience within the last 10 years, as of the issuance date of this RFP, delivering French Language Training to adults in an individual setting including assessment services to determine the learner's proficiency level.</p> <p>Points will be awarded as follow:            48 months to 60 months = 5 points            Greater than 60 months to 72 months = 10 points            Greater than 72 months to 84 months = 15 points            Greater than 84 months = 20 points</p>	20	
<b>Maximum score</b>		<b>35</b>	

**Table 4: R-E (English Instructor)**

<b>Proposed Resource Name:</b> _____		
<b>Technical Criteria</b>	<b>Max. Points</b>	<b>Bidder Response</b>
<p>The Bidder should demonstrate that the proposed resource has delivered over 1200 hours in delivering English Language Training to Federal Public Servants</p> <p>Bidders must provide the following details as to how the stated experience was obtained:</p> <p>a)     a. Name of the client or Department and contact information;                  b. The total number of hours performing the above mentioned;                  c. The start and end dates of the assignment(s);                  d. Details about the work performed by the proposed resource on the assignment(s) including deliverables; and                  e. A reference.</p> <p>Points will be awarded as follow:            1201 to 1500 hours = 5 points            Greater than 1500 to 1800 hours = 10 points            Greater than 1800 hours = 15 points</p>	15	
<p>b)     The Bidder should demonstrate that the proposed resource have a minimum of 4 years of experience within the last 10 years, as of the issuance date of this RFP, delivering English Language Training to adults in an individual setting including assessment services to determine the learner’s proficiency level.</p> <p>Points will be awarded as follow:            48 months to 60 months = 5 points            Greater than 60 months to 72 months = 10 points            Greater than 72 months to 84 months = 15 points            Greater than 84 months = 20 points</p>	20	
<b>Maximum score</b>	<b>35</b>	

**ATTACHMENT 2 TO PART 4 – FINANCIAL EVALUATION - PRICING SCHEDULE**

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted firm all-inclusive hourly rate (in Cdn \$) for each of the Consultant Categories identified.

**REGION 1 – NATIONAL CAPITAL REGION (NCR)**

	<b>PERIOD and TRAINING FORMAT</b>	<b>FIRM ALL-INCLUSIVE HOURLY RATE (in Cdn \$)</b>	<b>EVALUATION WEIGHT</b>	<b>TOTAL(in Cdn \$)</b>
		<b>A</b>	<b>B</b>	<b>C= A x B</b>
<b>1</b>	<b>Period 1 –one year– Language Training Instructor</b>			
1.1	Full-Time Individual Language Training <u>at the Contractor's Facilities</u>		3	
1.2	Part-Time Individual <u>at the Contractor's Facilities</u>		3	
1.3	Part-Time Individual <u>at the OSFI's Facilities</u>		2	
	<b>Total Period 1:</b>			
<b>2</b>	<b>Optional Period 1 – Language Training Instructor</b>			
2.1	Full-Time Individual Language Training at the Contractor's Facilities		3	
2.2	Part-Time Individual at the Contractor's Facilities		3	
2.3	Part-Time Individual at the OSFI's Facilities		2	
	<b>Total Optional Period 1:</b>			
<b>3</b>	<b>Optional Period 2 – Language Training Instructor</b>			
3.1	Full-Time Individual Language Training at the Contractor's Facilities		3	
3.2	Part-Time Individual at the Contractor's Facilities		3	
3.3	Part-Time Individual at the OSFI's Facilities		2	
	<b>Total Optional Period 2:</b>			
<b>4</b>	<b>Optional Period 3 – Language Training Instructor</b>			
4.1	Full-Time Individual Language Training at the Contractor's Facilities		3	
4.2	Part-Time Individual at the Contractor's Facilities		3	
4.3	Part-Time Individual at the OSFI's Facilities		2	
	<b>Total Optional Period 3:</b>			
<b>5</b>	<b>Optional Period 4 – Language Training Instructor</b>			
5.1	Full-Time Individual Language Training at the Contractor's Facilities		3	
5.2	Part-Time Individual at the Contractor's Facilities		3	
5.3	Part-Time Individual at the OSFI's Facilities		2	
	<b>Total Optional Period 4:</b>			
<b>6</b>	EVALUATED PRICE (GST/HST excluded): \$ _____ (i.e., sum of: Total Period 1 + Total Optional Period 1 + Total Optional Period 2 + Total Optional Period 3 + Total Optional Period 4)			

**REGION 2 – TORONTO, ON**

	<b>PERIOD and TRAINING FORMAT</b>	<b>FIRM ALL-INCLUSIVE HOURLY RATE (in Cdn \$)</b>	<b>EVALUATION WEIGHT</b>	<b>TOTAL(in Cdn \$)</b>
		<b>A</b>	<b>B</b>	<b>C= A x B</b>
<b>1</b>	<b>Period 1 – one year - Language Training Instructor</b>			
1.1	Full-Time Individual Language Training <u>at the Contractor's Facilities</u>		2	
1.2	Part-Time Individual <u>at the Contractor's Facilities</u>		2	
1.3	Part-Time Individual <u>at the OSFI's Facilities</u>		1	
	<b>Total Period 1:</b>			
<b>2</b>	<b>Optional Period 1 – Language Training Instructor</b>			
2.1	Full-Time Individual Language Training at the Contractor's Facilities		2	
2.2	Part-Time Individual at the Contractor's Facilities		2	
2.3	Part-Time Individual at the OSFI's Facilities		1	
	<b>Total Optional Period 1:</b>			
<b>3</b>	<b>Optional Period 2 – Language Training Instructor</b>			
3.1	Full-Time Individual Language Training at the Contractor's Facilities		2	
3.2	Part-Time Individual at the Contractor's Facilities		2	
3.3	Part-Time Individual at the OSFI's Facilities		1	
	<b>Total Optional Period 2:</b>			
<b>4</b>	<b>Optional Period 3 – Language Training Instructor</b>			
4.1	Full-Time Individual Language Training at the Contractor's Facilities		2	
4.2	Part-Time Individual at the Contractor's Facilities		2	
4.3	Part-Time Individual at the OSFI's Facilities		1	
	<b>Total Optional Period 3:</b>			
<b>5</b>	<b>Optional Period 4 – Language Training Instructor</b>			
5.1	Full-Time Individual Language Training at the Contractor's Facilities		2	
5.2	Part-Time Individual at the Contractor's Facilities		2	
5.3	Part-Time Individual at the OSFI's Facilities		1	
	<b>Total Optional Period 4:</b>			
<b>6</b>	EVALUATED PRICE (GST/HST excluded): \$_____ (i.e., sum of: Total Period 1 + Total Optional Period 1 + Total Optional Period 2 + Total Optional Period 3 + Total Optional Period 4)			

**REGION 3 of 4 - MONTREAL, QC**

	<b>PERIOD and TRAINING FORMAT</b>	<b>FIRM ALL-INCLUSIVE HOURLY RATE (in Cdn \$)</b>	<b>EVALUATION WEIGHT</b>	<b>TOTAL(in Cdn \$)</b>
		<b>A</b>	<b>B</b>	<b>C= A x B</b>
<b>1</b>	<b>Period 1 – one year - Language Training Instructor</b>			
1.1	Full-Time Individual Language Training <u>at the Contractor's Facilities</u>		2	
1.2	Part-Time Individual <u>at the Contractor's Facilities</u>		2	
1.3	Part-Time Individual <u>at the OSFI's Facilities</u>		2	
	<b>Total Period 1:</b>			
<b>2</b>	<b>Optional Period 1 – Language Training Instructor</b>			
2.1	Part-Time Individual at the Contractor's Facilities		2	
2.2	Part-Time Individual at the OSFI's Facilities		2	
	<b>Total Optional Period 1:</b>			
<b>3</b>	<b>Optional Period 2 – Language Training Instructor</b>			
3.1	Part-Time Individual at the Contractor's Facilities		2	
3.2	Part-Time Individual at the OSFI's Facilities		2	
	<b>Total Optional Period 2:</b>			
<b>4</b>	<b>Optional Period 3 – Language Training Instructor</b>			
4.1	Part-Time Individual at the Contractor's Facilities		2	
4.2	Part-Time Individual at the OSFI's Facilities		2	
	<b>Total Optional Period 3:</b>			
<b>5</b>	<b>Optional Period 4 – Language Training Instructor</b>			
5.1	Part-Time Individual at the Contractor's Facilities		2	
5.2	Part-Time Individual at the OSFI's Facilities		2	
	<b>Total Optional Period 4:</b>			
<b>6</b>	EVALUATED PRICE (GST/HST excluded): \$_____ (i.e., sum of: Total Period 1 + Total Optional Period 1 + Total Optional Period 2 + Total Optional Period 3 + Total Optional Period 4)			

**REGION 4 of 4 – VANCOUVER, BC**

	PERIOD and TRAINING FORMAT	FIRM ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	EVALUATION WEIGHT	TOTAL(in Cdn \$)
		A	B	C= A x B
<b>1</b>	<b>Period 1 – one year - Language Training Instructor</b>			
1.1	Part-Time Individual <u>Online</u>		1	
	<b>Total Period 1:</b>			
<b>2</b>	<b>Optional Period 1 – Language Training Instructor</b>			
2.1	Part-Time Individual <u>Online</u>		1	
	<b>Total Optional Period 1:</b>			
<b>3</b>	<b>Optional Period 2 – Language Training Instructor</b>			
3.1	Part-Time Individual <u>Online</u>		1	
	<b>Total Optional Period 2:</b>			
<b>4</b>	<b>Optional Period 3 – Language Training Instructor</b>			
4.1	Part-Time Individual <u>Online</u>		1	
	<b>Total Optional Period 3:</b>			
<b>5</b>	<b>Optional Period 4 – Language Training Instructor</b>			
5.1	Part-Time Individual <u>Online</u>		1	
	<b>Total Optional Period 4:</b>			
<b>6</b>	EVALUATED PRICE (GST/HST excluded): \$_____ (i.e., sum of: Total Period 1 + Total Optional Period 1 + Total Optional Period 2 + Total Optional Period 3 + Total Optional Period 4)			



## **PART 5 – CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 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 with this request will also render the bid non-responsive or will constitute default under the Contract.

### **1. Mandatory Certifications Required Precedent to Contract Award**

#### **1.1 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 (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

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, when the Contract is valued at \$1,000,000 and above, Applicable Taxes included.

The Bidder must provide the Contracting Authority with a completed annex 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.

### **2. Additional Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### **2.1 Status and Availability of Resources**

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit

his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

## **2.2 Education and Experience**

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

## **PART 6 – RESULTING CONTRACT CLAUSES**

### **1. Interpretation**

In the Contract, unless the context otherwise requires:

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual to form the body of the Contract; it does not include the general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Finance and any other person duly authorized to act on behalf of that minister;

"Contract" means the Articles of Agreement, the general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

## 2. TASK AUTHORIZATION (“TA”)

- a. **As and When Requested Task Authorizations :** The Work or a portion of the Work to be performed under the Contract will be on an “as-and-when-requested basis” using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by The Contracting Authority and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- b. **Assessment of Resources Proposed at TA Stage:** Processes for issuing, responding to and assessing Task Authorizations are further detailed below in Annex F. The proposed resource will be assessed against the criteria identified in the Contract's Statement of Work in accordance with 4.3 Resource Qualifications and Mandatory Resource Requirements and the Additional Technical Qualifications.
- c. **Form and Content of Task Authorization :**
  - i. The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Annex G.
  - ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable :
    - A. a task number;
    - B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
    - C. the details of any financial coding to be used;
    - D. the category of resources and the number required;
    - E. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
    - F. the start and completion dates;
    - G. milestone dates for deliverables and payments (if applicable);
    - H. the number of person-days of effort required;
    - I. whether the work requires on-site activities and the location;
    - J. the language profile of the resources required;
    - K. the level of security clearance required of resources;
    - L. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
    - M. any other constraints that might affect the completion of the task.
- d. **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Technical Authority, within five (5) working days of receiving the draft Task Authorization, the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

**e. Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**

To be validly issued, a TA must include the following signature(s):

- A. All TA's must be signed by the Contracting Authority.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority.

**f. Periodic Usage Reports:**

- i. The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
- ii. The quarterly periods are defined as follows:
  - A. April 1 to June 30;
  - B. July 1 to September 30;
  - C. October 1 to December 31; and
  - D. January 1 to March 31.

The data must be submitted to the Contracting Authority no later than ten (10) calendar days after the end of the reporting period.

- A. Each report must contain the following information for each validly issued TA (as amended) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
- B. a title or a brief description of the task;
- C. the name, Resource category and level of each resource involved in performing the TA, as applicable;
- D. the total estimated cost specified in the TA (GST or HST extra);
- E. the total amount (GST or HST extra) expended to date;
- F. the start and completion date; and
- G. the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).

- g. **Refusal of Task Authorizations:** The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the TA at pricing not exceeding the rates set out in Annex B.

#### **h. Pre-Cleared Resources:**

The Contractor must:

- i. ensure that the specific individuals named in Annex B of this Contract or acceptable alternatives remain available in appropriate quantities for work under the Task Authorizations to be issued in accordance with this Contract, and must also ensure that these individuals maintain any professional qualifications and security levels associated with the corresponding resource categories of the bid solicitation for which they are available; and
- ii. avoid delays associated with the Contract's security requirements by initiating the assessment and security clearance of additional resources by Canada within five (5) business days of Contract award and on an ongoing basis during the Contract Period, in the quantities specified for each resource category in the Annex. Each such resource must meet the minimum qualifications applicable to the resource category for which they are available, as well as the security requirements identified in the Contract. If accepted by Canada, the Contract will be amended to list each such resource by name.

The resources identified in the Contract must be maintained and available in the quantities specified throughout the Contract Period. There is no limit to the number of resources that the Contractor may submit for consideration and assessment on an ongoing basis; however, the submission of alternatives does not relieve the Contractor from its obligation to provide, for a given task, specific individuals agreed to be provided to Canada in a validly issued TA or elsewhere as required by the terms of this Contract.

- i. **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

### **3. Security Requirement**

Unscreened Contractor personnel may be used for portions of the work but MUST NOT have access to any PROTECTED information and must be escorted at all times while on OSFI premises, and must ensure that its personnel are made aware of and comply with this restriction.

### **4. Statement of Work**

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

### **5. 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>) issued by Public Works and Government Services Canada.

#### **5.1 General Conditions**

2010C (2020-05-28) General Conditions – Services (Medium Complexity) apply to and form part of the Contract.

#### **5.2 Resource Certifications**

Employee(s) or subcontractor(s) of the Contractor must complete and sign the certifications attached at Annex "E" before they begin the Work or access information connected to the Work.

#### **5.3 Supplemental General Conditions:**

4008 (2008-12-12), Supplemental General Conditions - Personal Information

## 5.4 Annexes

All Annexes apply to and form part of the Contract.

## 6. Term of the Contract

### 6.1 Period of Contract

The period of the Contract is from date of Contract award up to and including March 31, 2022.

#### 6.1.1. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least three (3) 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.

## 7. Authorities

### 7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Chris Zaremba  
Title: Senior Contracting Officer  
The Office of the Superintendent of Financial Institutions  
Corporate Services  
Procurement and Contracting  
255 Albert Street, 12th Floor  
Ottawa, ON K1A 0H2

E-mail address: [contracting@osfi-bsif.gc.ca](mailto:contracting@osfi-bsif.gc.ca)

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

### 7.2 Project Authority *{To be inserted at contract award}*

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Office of the Superintendent of Financial Institutions  
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.

### 7.3 Contractor's Representative *{To be inserted at contract award}*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 8. 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: 2012-2 of the Treasury Board Secretariat of Canada](#)

## 9. Payment

### 9.1 Basis of Payment

- i. **Professional Services provided under a Task Authorization with a Maximum Price** : For professional services requested by Canada, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost : [ \$ \_\_\_\_\_ ] *{To be inserted at contract award}*

- ii. **Competitive Award** : The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- iii. **Professional Services Rates** : In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- iv. **Purpose of Estimates** : All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.



## 9.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

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 when:

- A. It is 75 percent committed, or
- B. 4 months before the Contract expiry date, or
- C. The Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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

**Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization validly issued under the Contract that contains a maximum price:

Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.

Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

### 9.2.1 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 Contract must repay any overpayment, at Canada's request.

### 9.2.2 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

### **9.3 Method of Payment**

#### **Monthly Payment**

SACC Manual clause H1008C (2008-05-12) Monthly Payment

### **9.4 SACC Manual Clauses**

SACC Manual Clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department

## **10. Invoicing Instructions**

- 10.1** 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 and must show all applicable Task Authorization numbers;
- b) original copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- c) a copy of the monthly progress report.

Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the following address for certification and payment.

Office of the Superintendent of Financial Institutions  
255 Albert St,  
Ottawa, ON K1A 0H2  
*{Details to be inserted at contract award}*

- b) One (1) copy must be forwarded to the [contracting@osfi-bsif.gc.ca](mailto:contracting@osfi-bsif.gc.ca)

## **11. Certifications**

### **11.1 Compliance**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **11.2 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 HRSDC-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 HRSDC will constitute the Contractor in default as per the terms of the Contract.

## 12. Applicable Laws

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

## 13. 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) 2010C (2020-05-28) General Conditions - Services (Medium Complexity)
- (c) Annex A, Statement of Work;
  - i. Attachment 1 to Annex A – List Accepted Bachelor's and Certificates
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Direct Deposit Enrolment Form;
- (g) Annex E, Resource Certifications;
- (h) Annex F, Task Authorization (TA) Process ;
- (i) Annex G, Task Authorization (TA) Form;
- (j) the signed Task Authorizations including any required Certifications; and
- (k) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award)

## 14. Joint Venture Contractor

- a) The Contractor confirms that the name of the joint venture is [REDACTED] and that it is comprised of the following members:  
*(all the joint venture members named in the Contractor's original bid will be listed)*
- b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - (i) \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
  - (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - (iii) all payments made by Canada to the representative member will act as a release by all the members.
- c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

## 15. Professional Services – General

- a) The Contractor must provide professional services on request as specified in this contract. Where in the Contract a specific individual is identified as required to perform the Work, the Contractor must make such person available to perform the work within 10 working days of the issuance of the Contract. Where such a specific individual is unavailable to perform the Work, Canada may elect to either (i) exercise its rights

or remedies under the Contract or at law (including terminating the Contract for default), or (ii) Canada may require the Contractor to propose the replacement of the specific individual. This obligation applies despite any changes that Canada may have made to any hardware, software or any other aspect of the Identified User's operating environment.

- b) If there must be a change in a resource performing work under the Contract the Contractor must make the replacement available for work within 10 working days of the departure of the existing resource (or, if Canada has requested the replacement, within 15 working days of Canada's notice of the requirement for a replacement).
- c) All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency) and must be competent to provide the required services by any delivery dates described in the Contract. The resource must be approved by Canada prior to the replacement at the Work site.
- d) The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to Canada's satisfaction. A Contractor representative will meet with the Project Authority on a regular basis (as specified by Canada) to discuss the performance of its resources and to resolve any issues at hand.
- e) If the Contractor fails to meet any of its obligations under this Article, or fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Project Authority within 10 working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

## **16. Safeguarding Electronic Media**

- a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately re-place it at its own expense.

## **17. Representations and Warranties**

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

## **18. Confidentiality of Information**

- 1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.
- 2. Subject to the Access to Information Act, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of

Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.

3. The obligations of the Parties set out in this section do not apply to any information where the same information:
  - (a) is publicly available from a source other than the other Party; or
  - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information,  
or
  - (c) is developed by a Party without use of the information of the other Party

### **19. Dispute Resolution Services**

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

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

### **20. Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

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

## ANNEX A - STATEMENT OF WORK

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## **1. REQUIREMENT**

The Learning and Development Division of the Office of the Superintendent of Financial Institutions (OSFI) has a requirement for the provision of individual language training services in Canada's Official Languages on an "as and when requested" basis.

## **2. BACKGROUND**

### **2.1 Context**

OSFI is fully committed to meet its obligations under the Official Languages Act (Act), to comply with the spirit of the Act in all its business activities, and to take a proactive approach to implementing the Act.

In support of its obligations under the Act, OSFI provides its employees and managers with access to both French and English language training, on a full-time and part-time and individual basis.

OSFI offers language training services to its employees to:

- Enable OSFI employees to provide services of equal quality in both official languages to internal and external clients;
- Enable employees to communicate effectively in both official languages with other employees; and
- Enable bilingual managers to provide supervision in their employees' official language of choice.

### **2.2 Office of the Superintendent of Financial Institutions (OSFI)**

The Office of the Superintendent of Financial Institutions (OSFI) is the primary regulator of federally chartered financial institutions and federally administered pension plans. OSFI's mission is to protect the rights and interests of depositors, policyholders, pension plan members and creditors of financial institutions, and to advance and administer a regulatory framework that contributes to public confidence in a competitive financial system. OSFI supervises and regulates all banks, and all federally incorporated or registered trust and loan companies, insurance companies, cooperative credit associations, fraternal benefit societies and pension plans.

Detailed information about the Office of the Superintendent of Financial Institutions (OSFI), including our mission and objectives, history, organization and how we regulate can be found at OSFI's website [www.osfi-bsif.gc.ca](http://www.osfi-bsif.gc.ca).

## **3. OBJECTIVE**

OSFI has a requirement for full-time and part-time French and English in-person and virtual language training on an "as and when requested basis" individually to OSFI employees in order to: (1) attain Level A, Level B and Level C (as required per employee) in their second official language; (2) maintain their second official language; or (3) improve their second official language. The Contractor must also provide telephone tutoring on an "as and when requested" basis.

### **3.1 Official Languages Act**

The objectives in section 3.0 above are defined in order to support and comply with the following elements of the Act: English: [http://www.ocol-clo.gc.ca/html/act\\_loi\\_e.php](http://www.ocol-clo.gc.ca/html/act_loi_e.php)

French: [http://www.ocol-clo.gc.ca/html/act\\_loi\\_f.php](http://www.ocol-clo.gc.ca/html/act_loi_f.php)

#### **3.1.1 Part IV (Communications with and services to the public)**

Members of the public have the right to communicate with and to obtain services from federal institutions in the official language of their choice and to receive an active offer of service in both official languages.

#### **3.1.2 PART V (Language of work)**

In bilingual regions, employees of federal institutions have the right to work in the official language of their choice, subject to requirements to serve the public and other employees.

### 3.1.3 PART VI (Participation of English-speaking and French-speaking Canadians)

English- and French-speaking Canadians have equal opportunities to obtain employment and advancement in federal institutions

### 3.2 Qualifications standards in relation to Official Languages

The qualification standards in relation to Official Languages define the proficiency levels for each of the three language skills:

- Written comprehension;
- Written expression; and
- Oral proficiency.

This Treasury Board document can be accessed at the following link:

English: <http://www.tbs-sct.gc.ca/gui/squn03-eng.asp>

French: <http://www.tbs-sct.gc.ca/gui/squn03-fra.asp>

## 4. SCOPE OF WORK

This Statement of Work (SOW) outlines the OSFI's requirements for language training across all regions; but in certain sections of this SOW, different needs are identified for different regions. The scope of work is segmented into regions covering OSFI's office locations (Region) across Canada:

Region 1: National Capital Region (NCR);

Region 2: Toronto, ON;

Region 3: Montreal, QC; and

Region 4: Vancouver, BC.

#### **Note to Bidders:**

*Any resulting contract would only list the applicable Region(s) that are awarded to the successful bidder(s) in accordance with the evaluation methodology set out in this bid solicitation and this SOW may be modified so that only parts relevant to each region remain.*

The Contractor must provide the language training services required in the region(s) for which the contract has been awarded.

### 4.1 Summary of Work

The Language training requirement being in English and/or French varies by Region. The scope of work encompasses the following training as applicable by Region:

Training Components Requirement	Region 1 NCR	Region 2 Toronto	Region 3 Montreal	Region 4 Vancouver
1. French Language Instruction;	YES	YES	YES	YES
2. English Language Instruction;	YES	NO	YES	NO
3. Language Level Assessment of Learners; and	YES	YES	YES	YES
4. Government of Canada exam preparation.	YES	YES	YES	YES

In addition, the requirement for Full-time training and/or Part-time training varies by Region:



Training Format Requirement	Region 1 NCR	Region 2 Toronto	Region 3 Montreal	Region 4 Vancouver
1. Full-Time Individual Language Training at the Contractor's Facilities or virtually	YES	YES	YES	NO
2. Part-Time Individual at the Contractor's Facilities, or virtually	YES	YES	YES	YES
3. Part-Time Individual at the OSFI's Facilities	YES	YES	YES	YES

All training is to be provided on a one-on-one basis.

The work required (including but not limited to the specific tasks and/or activities, schedule, content and format) to be undertaken by the required resource, as well as any reporting requirements, will be detailed in each Task Authorization (TA). Multiple Task Authorizations (TAs) may be in process at any given time; as such, Contractor resources may be working on separate TAs.

#### 4.2 Types of training required in Written Expression, Written Comprehension and Oral Proficiency

##### 4.2.1 Full-time training:

- a. Location: Full-time training must be delivered at the Contractor's facility or virtually.
- b. Duration: The number of weeks per session will vary depending on the employee evaluation. The period of each week of training will vary between twenty (20) and thirty-seven and a half (37.5) hours and must be available between 8:00 a.m. to 6:00 p.m. local time, from Monday to Friday, except statutory holidays.

##### 4.2.2 Part-time training:

- a. Location: Part-time training must be delivered either at the Contractor's facility or virtually, or OSFI's facilities, as per student preference.
- b. Duration: The number of weeks per session for part-time will vary depending on the employee's evaluation. The period of one week of training will vary between two (2) to twenty (20) hours and must be provided during working hours from 8:00 a.m. to 6:00 p.m. local time, from Monday to Friday, except statutory holidays.

##### 4.2.3 Online Training

At OSFI's request, full-time and part-time training must be delivered online using videoconferencing applications such as Zoom or Webex, provided by the contractor. Online tutoring must allow visual sharing (video conferencing, screen sharing, and electronic whiteboard) and also communication (oral and written). At a minimum, the Contractor's virtual platform must include the following functionalities:

- Video and audio conferencing
- Smartboards
- Ability to record and listen to meetings
- Screen sharing
- Chat

##### 4.2.4 Training Content

- a. The Contractor **must be able to align and match their program to the Federal Government's language linguistic profiles as per section 3.2.**
- b. Previous exposure, or knowledge of the following Canada School of Public Service's (CSPS) training programs is an asset:
  - a. **Programme de français langue seconde (PFL2) levels A, B,**
  - b. **Communicative English at Work Program (CEWP) levels A, B, C (**

- c. The training contents must reflect the three main aspects of official language: functional elements, work-related situations and an analogical approach.  
The training must involve real work situations and social activities that will enable OSFI employees to practice their second language communication skills. Therefore, the program must be based on learning the functional and structural elements of the language, as they would occur in practical, work related situations and in conversation within a Canadian financial industry context.

#### **4.2.5 Language Level Assessment of Learners**

The Training Program level and objectives for each learner must be determined as per the following:

- a. The contractor must provide assessments to determine the learner's current proficiency level (A, B or C) in written, comprehension and oral and to obtain a language training plan. The language training plan must consider the learning pace that best suits the employee's needs, and the estimated training time (hours) required to achieve the desired second language level.

### **5. TASKS**

The TA will identify and authorize the specific tasks and deliverables required.

#### **5.1 The tasks that the Contractor must perform include, but are not limited to, the following:**

- a. For all OSFI learners, including those with learning challenges, develop the Language Level Assessment of Learners for all language proficiency levels (A, B and C) of the PSC Second Language evaluation;
- b. Prior to each training session, provide the Project Authority with the detailed student language training plan for comments and approval. The student language training plan must include at a minimum the following:
  - i. The course objectives and number of hours required to meet the objective(s);
  - ii. Method of delivery of the curriculum leading to the successful completion of the second language evaluation test; and
  - iii. Proposed time lines for student progress tests and the start date.
- c. Provide each learner with detailed training objectives (developed in cooperation with the learner), and revise them periodically;
- d. Provide monthly attendance report for each learner, with the learner's signature and including the number of hours of instruction;
- e. Provide monthly learner progress report noting strengths and weaknesses, and suggesting areas for improvement to evaluate the learner's progress vis-à-vis the objectives;
- f. Provide for each learner a mid-course assessment report to determine their improvement in their language proficiency levels, material completed, and the timeframe to access the next level;
- g. Provide exam preparation and practice; and
- h. Provide final report at the completion of the TA. The report must include, at a minimum, a summary of all training provided, activities and recommendations for changes and/or improvements.

#### **5.2 Teaching resources responsibilities include, but are not limited to, the following teaching practices:**

- a. Encourage the learner to communicate in the language being taught;
- b. Maximize the learners' speaking time;
- c. Choose varied activities relevant to the learners;
- d. Use materials relevant to the learner's position whenever possible;
- e. Evaluate the learners' progress on a monthly basis, based on the learners' predetermined objectives;
- f. Know and follow the requirements for levels A, B and C as specified in the Qualification Standards in Relation to Official Languages (see the links to this document in section 3.0 herein);
- g. Deliver the course(s) using different instructional methods such as demonstrations, questions and answers, discussions, practical exercises, role-plays, visual supports and interactive discussions with the participants (2-way communication);
- h. Provide learners with regular feedback on their strengths and weaknesses in relation to the targeted objectives; and

- i. Take into account the needs, interests and experience of learners, as well as different learning styles, while conducting learning activities.

## 6. DELIVERABLES

Each TA will identify the specific deliverables and delivery schedule required. Please note that timelines for these deliverables may vary and will be subject to a formal review and acceptance process from task authorization authority.

Deliverables include, but are not limited to, the following:

Deliverable	Schedule
a. Language Level Assessment of Learners for all language proficiency levels (A, B and C)	To be determined in the TA
b. Student language training plan	3 weeks prior to start of training period
c. Attendance reports	Monthly
d. Learner progress reports	Monthly
e. Mid-course assessments reports	At Mid-point of the training period
f. Final report	At completion of the training

Unless specified by the Project Authority, deliverables may be delivered in either official language and submitted via electronic copy (MS-Word or PDF format).

## 7. TRAINING LOCATIONS

Each TA will identify the training location. As identified in section 3.2 of this SOW:

- a. Part-time training must be delivered at OSFI's discretion either at Contractor's facility, including virtually, or at location secured by OSFI; and
- b. Full-time training must be delivered at the Contractor's facility, including virtually.

### 7.1 OSFI's current office locations

Region	Current OSFI Location Address
Region 1: National Capital Region (NCR)	255 Albert Street Ottawa, Ontario K1A 0H2
Region 2: Toronto, ON	121 King Street West Toronto, Ontario M5H 3T9
Region 3: Montreal, QC	2001 Robert-Bourassa Boulevard Montreal, Quebec H3A 2A6
Region 4: Vancouver, BC	605 Robson Street Vancouver, British Columbia V6B 5J3

### 7.2 Contractor's training facility

#### 7.2.1 Contractor's training facility location requirement for NCR and Toronto Regions

The Contractor's training facility must be located within a distance of 10 km from the learners' OSFI work location and must meet all the requirements for training at the Contractor's facilities outlined throughout this document.

### **7.2.2 Contractor's training facility location requirement for Montreal and Vancouver Regions**

The Contractor's training facility should be located within a distance of 10 km from the learners' OSFI work location and must meet all the requirements for training at the Contractor's facilities outlined throughout this document. Should the Contractor not have a training facility within 10 km from the learners' OSFI work location, OSFI may request the training be conducted at the OSFI facility instead or may procure the training from a different service provider capable of meeting this requirement.

### **7.2.3 Other training facility requirements**

The training facility must be open to learners during the following core business hours (8:00 a.m. to 6:00 p.m. local time), Monday through Friday, except for statutory holidays.

The training facility must meet the following specifications:

- i. Worktables or desks and ergonomically designed office chairs;
- ii. A suitable paper flip chart, whiteboard or chalkboard with markers;
- iii. Non-smoking facility;
- iv. Handicap accessible;
- v. Handicap Accessible all-day parking; and
- vi. Ventilated and air-conditioned.

The training facility must have the following material available for use by the learner(s):

- i. A French dictionary (*Le Petit Robert* or *Le Petit Larousse Illustré*);
- ii. An English dictionary (Harrap's or Robert Collins);
- iii. The grammar book *English Grammar for Students of French*;
- iv. A comparative grammar of French and English;
- v. The grammar book *Précis de grammaire* (Grévisse or Jacqueline Olivier);
- vi. A Bescherelle conjugation manual; and
- vii. Internet access.

## **8. PERFORMANCE STANDARDS AND QUALITY MEASUREMENT**

**8.1** The Contractor may need to, from time to time, replace an instructor. In such cases, the project authority must be copied on correspondence with the student, of changes being proposed.

**8.2** The Contractor must resolve any performance issues with its employees. The Project Authority will inform the Contractor, who will be responsible for taking appropriate action, should the performance of an Instructor be deemed inadequate.

The Contractor must respond in writing to all complaints submitted by the Project Authority regarding its facility.

The response must be made no later than 72 hours after the notice has been given to the Contractor.

## **9. TRAINING MATERIALS**

Training materials must include, without being limited to, all of the required material to reach A, B and C proficiency levels.

Upon request, the Contractor must provide learners with hard copies\* of all the Training Program training material as required by the proficiency level (A, B or C) of the training provided.

\*The cost to print all training material is the responsibility of the Contractor.

## **10. OSFI RESPONSIBILITIES**

OSFI will:

- a. Provide the Contractor the name of the OSFI employee, including their business address, email address and phone number;

- b. Inform its employees of the start date and location of the training; and
- c. Allow the Contractor to access OSFI premises to provide second language training when required.

**11. RISKS AND CONSTRAINTS**

The Contractor must offer flexibility in terms of scheduling and rescheduling to respect OSFI employees’ work schedules.

**12. LEARNER WITHDRAWALS**

OSFI reserves the right to withdraw a learner when deemed necessary at OSFI’s discretion. (i.e. the learner leaves OSFI, the learner is not satisfied with the service etc.)

**13. RESOURCE CATEGORIES**

The Contractor must provide, on an as and when requested basis, Professional Services (PS) resources applicable for the Region, as per SOW 4.1, in any of the following categories:

Resource Categories	Level
French Language Instructor	Senior
English Language Instructor	Senior

**13.1 Resource Qualifications**

The Contractor must demonstrate, to the satisfaction of the Project Authority, that any resource proposed in response to a TA meets the requirements set out in the individual TA. OSFI retains the right to confirm the qualifications of any additional resource proposed under the resulting contract, including but not limited to conducting an oral interview and reference checks.

**“Replacement Resources”** - any resource proposed to replace an individual that was proposed and evaluated at the time of solicitation will be fully evaluated using the same mandatory and point-rated evaluation criteria. Proposed replacements must achieve a total score that is equal or superior to the resource being replaced and must be approved, in writing, by the Project Authority.

**“Additional Resources”** - refers to any resource supplied under the contract that is not deemed by the Project Authority to be a Replacement Resource. Additional Resources must meet the mandatory requirements set out in section 13.2 below. If requested by the Project Authority, the applicable evaluation tables must be completed and submitted by the Contractor. The Project Authority will confirm acceptance of the proposed resource prior to issue of a TA.

**13.2 Mandatory Resource Requirements**

Any Professional Services (PS) resource provided under this Contract must meet the mandatory requirements that follow. OSFI retains the right to confirm the qualifications of any resource proposed under the resulting contract, including but not limited to conducting an oral interview and reference checks.

**13.2.1 French Language Instructor**

<b>1.</b>	<b>Resource Category &amp; Level</b>	French Language Instructor, Senior
	<b>Overview of Role</b>	The French Language Instructor will provide Individual French Language training to OSFI’s employees.
	<b>Mandatory Requirements</b>	<ul style="list-style-type: none"> <li>i. The resource must hold a valid security clearance at the level of: <b>RELIABILITY.</b></li> <li>ii. The resource must meet the following education qualifications:               <ul style="list-style-type: none"> <li>▪ Bachelor’s degree from a recognized Canadian university listed in Attachment 1 to Annex A – List Accepted Bachelor’s Degrees</li> </ul> </li> </ul>

1.	<b>Resource Category &amp; Level</b>	<p>French Language Instructor, Senior</p> <p>and Certificates, section 1.0 Bachelor's Degrees.</p> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>▪ Bachelor's degree from a recognized Canadian university that is not on the list of accepted Bachelor's Degrees at Attachment 1 to Annex A, section 1.0; and</li> <li>▪ A certificate from recognized Canadian institution listed in Attachment 1 to Annex A – List Accepted Bachelor's Degrees and Certificates, section 2.0 Certificates.</li> </ul> <p>In cases where studies were completed at an institution outside of Canada, only an equivalency certificate from an accredited institution recognizing the credentials as Canadian equivalences will be accepted.</p> <p>These institutions include the credential assessment services of the federal or 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 Web site:</p> <p><a href="http://www.cicic.ca/413/assessment-of-credentials-for-employment-incanada.canada">http://www.cicic.ca/413/assessment-of-credentials-for-employment-incanada.canada</a></p> <p>As proof of education, the Contractor must submit a true copy of the original degree certified by the Contractor or by a commissioner of oaths, confirming the proposed resource's level of education.</p> <p>iii. The resource must have a minimum of four (4) years of experience within the last seven (7) years, as of the issuance date of the TA, in delivering French Language Training to adults in an individual setting including assessment services to determine the learner's proficiency level.</p> <p>The Contractor must provide the following details as to how the stated experience was obtained:</p> <ul style="list-style-type: none"> <li>e. Name of the client or Department and contact information;</li> <li>f. The start and end dates of the assignment(s);</li> <li>g. Details about the work performed by the proposed resource on the assignment(s) including deliverables; and</li> <li>h. A reference.</li> </ul> <p>The resource must have completed a minimum of 1 200 hours delivering language training in French to Federal Public Servants The Contractor must provide the following details as to how the stated experience was obtained:</p> <ul style="list-style-type: none"> <li>a. Name of the client or Department and contact information;</li> <li>b. The total number of hours performing the above mentioned;</li> <li>c. The start and end dates of the assignment(s);</li> <li>d. Details about the work performed by the proposed resource on the assignment(s) including deliverables; and</li> <li>e. A reference.</li> </ul>
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13.2.2 English Language Instructor

2.	<b>Resource Category &amp; Level</b>	English Language Instructor, Senior
	<b>Overview of Role</b>	The English Language Instructor will provide Individual English Language training to OSFI's employees.
	<b>Mandatory Requirements</b>	<p>i. The resource must hold a valid security clearance at the level of: RELIABILITY.</p> <p>ii. The resource must meet the following education qualifications:</p> <ul style="list-style-type: none"> <li>▪ Bachelor's degree from a recognized Canadian university listed in Attachment 1 to Annex A – List Accepted Bachelor's Degrees and Certificates, section 1.0 Bachelor's Degrees.</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>▪ Bachelor's degree from a recognized Canadian university that is not on the list of accepted Bachelor's Degrees at Attachment 1 to Annex A, section 1.0; and</li> <li>▪ A certificate from recognized Canadian institution listed in Attachment 1 to Annex A – List Accepted Bachelor's Degrees and Certificates, section 2.0 Certificates.</li> </ul> <p>In cases where studies were completed at an institution outside of Canada, only an equivalency certificate from an accredited institution recognizing the credentials as Canadian equivalences will be accepted.</p> <p>These institutions include the credential assessment services of the federal or 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 Web site:</p> <p style="text-align: center;"><a href="http://www.cicic.ca/413/assessment-of-credentials-for-employment-incanada.canada">http://www.cicic.ca/413/assessment-of-credentials-for-employment-incanada.canada</a></p> <p>As proof of education, the Contractor must submit a true copy of the original degree certified by the Contractor or by a commissioner of oaths, confirming the proposed resource's level of education.</p> <p>iii. The resource must have a minimum of four (4) years of experience within the last seven (7) years, as of the issuance date of the TA, in delivering English Language Training to adults in an individual setting including assessment services to determine the learner's proficiency level.</p> <p>Contractor must provide the following details as to how the stated experience was obtained:</p> <ul style="list-style-type: none"> <li>a. Name of the client or Department and contact information;</li> <li>b. The start and end dates of the assignment(s);</li> <li>c. Details about the work performed by the proposed resource on the assignment(s) including deliverables; and</li> <li>d. A reference.</li> </ul> <p>The resource must have completed a minimum of 1 200 hours in delivering language training in English to Federal Public Servants Bidders must provide the following details as to how the stated experience was obtained:</p>

<b>2.</b>	<b>Resource Category &amp; Level</b>	English Language Instructor, Senior
		<ul style="list-style-type: none"> <li>a. Name of the client or Department and contact information;</li> <li>b. The total number of hours performing the above mentioned;</li> <li>c. The start and end dates of the assignment(s);</li> <li>d. Details about the work performed by the proposed resource on the assignment(s) including deliverables; and</li> <li>e. A reference.</li> </ul>
	<b>Additional Technical Qualifications</b> (as stipulated by TAs)	<p>Additional technical qualifications will be stipulated on a TA by TA basis and could include multiple technical qualifications for a single resource, such as:</p> <p>Experience delivering language training in English to Executive*</p> <p>*Executive is defined by Senior Director level (EX-2 and above)</p> <p>If a vendor cannot meet those requirements, a separate sourcing process for services may be issued for second-language training outside of this contract.</p>

**14. CONTRACT QUALITY ASSURANCE**

As a minimum Contract Quality Assurance requirement, the Contractor is responsible for performing or having performed all reviews, inspections and tests necessary to substantiate that the services and/or material provided conform to the requirements of this SOW and subsequent TAs issued pursuant to this contract.



## ATTACHMENT 1 TO ANNEX A - LIST ACCEPTED BACHELOR'S DEGREES AND CERTIFICATES

### 1.0 Bachelor's Degrees

#### 1.1 Teaching and Education Sciences

- a. Bachelor of Education with specialization in teaching of French at secondary school level
- b. Bachelor of Education with specialization in teaching French as a second language
- c. Bachelor of Education with specialization in teaching of English at secondary school level
- d. Bachelor of Education with specialization in teaching English as a second language
- e. Bachelor of Education with specialization in teaching at the preschool and elementary school level
- f. Bachelor of Education with specialization in teaching at the secondary school level (Mathematics, History, Geography, etc.)
- g. Bachelor of Education with specialization in special education
- h. Bachelor of Education with specialization in educational administration
- i. Bachelor of Education with specialization in adult education
- j. Bachelor of Education with specialization in the art or science of teaching (didactics)
- k. Bachelor of Education with specialization in remedial education
- l. Bachelor of Education with specialization in orthodidactics and learning of French
- m. Bachelor of Education with specialization in pedagogical psychology
- n. Bachelor of Education with specialization in education intervention - Master's or PhD degree in Education Microprogram: Educational Integration of Information and Communication Technologies (ICT)

#### 1.2 Communications

- a. Translation
- b. Professional Writing
- c. Public Communications and Journalism
- d. Communication

#### 1.3 Languages and Literature

- a. Linguistics
- b. French Literature
- c. English Literature
- d. English Literature and Linguistics
- e. French Literature and Linguistics
- f. Literary Studies (French or English) | French Studies / English Studies
- g. Creative Writing (French or English)
- h. Language Didactics (French or English)
- i. Journalism
- j. Combined Bachelor's Degree in French Language Studies and Professional Editing

#### 1.4 Other

- a. Philosophy
- b. Arts / theatre / performing arts
- c. History
- d. Political science
- e. Social sciences
- f. Theology
- g. Psychology
- h. Anthropology
- i. Sociology Law

### 2.0 Certificates

Note: for a certificate to be acceptable, it requires a minimum of 140 hours of classes.

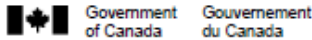
- a. Certificate in Teaching French as a Second Language
- b. Certificate in Teaching English as a Second Language
- c. Certificate in Teaching French as a Foreign Language
- d. Certificate in Teaching English as a Foreign Language
- e. Certificate in Specialized Teaching of a Second Language
- f. Certificate in Journalism
- g. Certificate of Proficiency in Professional Writing
- h. Certificate in Adult Education
- i. Adult Teaching and Training Certificate
- j. Certificate in Education

**ANNEX B - BASIS OF PAYMENT**

*To be inserted at contract award*

## ANNEX C – SECURITY REQUIREMENT CHECK LIST

Clear Data - Effacer les données



English Instructions

Instructions français

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine Office of the Superintendent of Financial Institutions Canada (OSFI)	2. Branch or Directorate / Direction générale ou Direction Corporate Services	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail Establish contracting vehicle for full-time and part-time French and English in-person language training on an "as and when required basis.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <span style="float: right;"><input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui</span>		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <span style="float: right;"><input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui</span>		
6. Indicate the type of access required - Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <span style="float: right;"><input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui</span>		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? <span style="float: right;"><input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui</span>		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciales sans entreposage de nuit? <span style="float: right;"><input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui</span>		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>  Not releasable À ne pas diffuser <input type="checkbox"/>  Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays:	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>   Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays:	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>   Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/> PROTECTED B PROTÉGÉ B <input type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> SECRET SECRET <input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/> PROTECTED B PROTÉGÉ B <input type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> SECRET SECRET <input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité

TBS/SCT 350-103 (2004/12)





Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

No / Non  Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :   
Document Number / Numéro du document :

No / Non  Yes / Oui

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRES SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRES SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRES SECRET
<input type="checkbox"/> SITE ACCESS ACCES AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  
If Yes, will unscreened personnel be escorted:  
Dans l'affirmative, le personnel en question sera-t-il escorté?

No / Non  Yes / Oui

No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  
 No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  
 No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  
 No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  
 No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  
 No / Non  Yes / Oui

Security Classification / Classification de sécurité
--



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART C (continued) / PARTIE C (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉE			NATO				COMSEC					
	A	B	C	Confidential / Confidentiel	Secret	Top Secret / Très Secret	NATO Restricted / NATO Diffusion Restreinte	NATO Confidential	NATO Secret	COSMIC Top Secret / COSMIC Très Secret	Protected / Protégé			Confidential / Confidentiel	Secret	Top Secret / Très Secret
											A	B	C			
Information / Assets / Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité
--



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

<b>PART D - AUTHORIZATION / PARTIE D - AUTORISATION</b>			
<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
[Redacted]		[Redacted]	[Redacted]
Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	Date
[Redacted]	[Redacted]	[Redacted]	[Redacted]
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
[Redacted]		[Redacted]	[Redacted]
Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	Date
[Redacted]	[Redacted]	[Redacted]	[Redacted]
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
[Redacted]		[Redacted]	[Redacted]
Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	Date
[Redacted]	[Redacted]	[Redacted]	[Redacted]
<b>17. Contracting Security Authority / Autorisé contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
[Redacted]		[Redacted]	[Redacted]
Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	Date
[Redacted]	[Redacted]	[Redacted]	[Redacted]

Security Classification / Classification de sécurité
[Redacted]

# ANNEX D - DIRECT DEPOSIT ENROLMENT FORM FOR BUSINESSES



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

Protected "B" when completed  
Protégé « B » lorsque rempli

## DIRECT DEPOSIT ENROLMENT FORM FOR BUSINESSES

**PRIVACY NOTICE** The personal information is collected under the Financial Administration Act, ss. 17(1) and 35(2). The information is used and disclosed to relevant federal program(s) and your financial institution for direct deposit purposes. Direct deposit payments can not be made without provision of information requested. Personal information is protected in accordance with the provisions of the *Privacy Act*. Under the Act, individuals and businesses have a right to request access and correct their personal information, if erroneous or incomplete.

Print clearly and in block letters. Please keep the appropriate federal government department informed of any changes to your mailing address. Should the department require clarification on the data you have provided, they will contact you.

## FORMULAIRE D'INSCRIPTION AU DÉPÔT DIRECT POUR LES ENTREPRISES

**AVIS DE CONFIDENTIALITÉ** Les renseignements personnels sont recueillis en vertu de la *Loi sur la gestion des finances publiques*, par. 17(1) et 35(2). Les données sont utilisées et divulguées à des programmes fédéraux pertinents et à votre institution financière aux fins de dépôt direct. Les paiements par dépôt direct ne peuvent être effectués sans que les renseignements requis aient été fournis. Les renseignements personnels sont protégés conformément aux dispositions de la *Loi sur la protection des renseignements personnels*. En vertu de cette loi, toute personne ou entreprise a le droit de demander d'accéder à leurs renseignements personnels et à corriger ces derniers s'ils sont erronés ou incomplets.

Écrivez lisiblement et en lettres moulées. Veuillez informer le ministère fédéral approprié de tout changement d'adresse. Un représentant du ministère communiquera avec vous si des clarifications sur les données que vous avez fournies sont nécessaires.

### PART A - PARTIE A

1) Business Name  
Nom de l'entreprise

Business Address  
Adresse de l'entreprise (Include Unit No., R.R. or P.O. Box - Indiquer le n° d'unité, la route rurale ou la case postale)

Province

City, Town  
Ville

Postal Code  
Code postal

2) Authorized Representative's Name  
Nom du représentant autorisé

Email Address  
Adresse courriel

Telephone  
Téléphone

Fax  
Télécopieur

### PART B - PARTIE B

Branch No.  
N° de succursale

Institution No.  
N° de l'institution

Account No.  
N° de compte

Name of Account Holder(s)  
Nom(s), titulaire(s) du compte

Financial Institution's Stamp Here  
Cachet de l'institution financière ici

PWGC-TPSGC 8001-600 (2012-05)

Canada



**How to complete Part B**

See example below

- 1. Cheque number - not required.
- 2. Branch number - 5 digits.
- 3. Institution number - 3 digits.
- 4. Account number - as shown on your cheque.

**Comment remplir la partie B**

Voir l'exemple ci-dessous

- 1. Numéro du chèque - pas nécessaire.
- 2. Numéro de la succursale - 5 chiffres.
- 3. Numéro de l'institution - 3 chiffres.
- 4. Numéro de compte - comme il est indiqué sur votre chèque.

Name / Nom P.O. Box / C.P. 000 City / Ville, Canada H0H 0H0		<b>Example / Exemple</b>	Cheque No. 0000000 N° de chèque	
Pay to the order of Payez à l'ordre de		<b>"Void"</b> <b>&lt;&lt;NUL&gt;&gt;</b>		
_____		\$ _____	Dollars	
_____		Signature	_____	
⑈ 9999 ⑈	⑆ 999999 ⑆	999 ⑆ 9999 ⑆	999 ⑆ 9999 ⑆	⑈
1	2	3	4	

Instead of completing Part B, you can attach a blank cheque for your bank account with "VOID" written on it. DO NOT ENCLOSE ANYTHING OTHER THAN YOUR VOIDED CHEQUE WITH THIS FORM.

Au lieu de remplir la partie B, vous pouvez joindre un spécimen de chèque portant la mention « NUL » au recto. À L'EXCEPTION DE VOTRE SPÉCIMEN DE CHÈQUE, NE JOIGNEZ AUCUN AUTRE DOCUMENT AU PRÉSENT FORMULAIRE.

**PART C - PARTIE C**

Account Identifier (e.g. vendor code)  
Identificateur de compte (p. ex. code de fournisseur)

XXXXXXXXXX

**NOTE:**  
If you are unsure what account identifier to use, contact the Government of Canada department with whom you do business.

**NOTA :**  
Si vous ne savez pas quel identificateur de compte utiliser, communiquez avec le ministère avec lequel vous faites affaire.

**PART D - PARTIE D**

I, as an authorized representative of this business, grant the Receiver General for Canada the right to deposit future payment(s) directly into the bank account specified until further notice.

En tant que représentant(e) autorisé(e) de cette entreprise, j'accorde au receveur général du Canada le droit de déposer les prochains paiements directement dans le compte bancaire désigné, et ce, jusqu'à nouvel ordre.

XXXXXXXXXX

Date (YYYYMMDD)  
Date (AAAAMMJJ)

X \_\_\_\_\_

Signature of Authorized Representative  
Signature du (de la) représentant(e) autorisé(e)

▶ Preferred Language  
Langue de préférence  English  
Anglais

Français  
French

**ANNEX E – RESOURCE CERTIFICATIONS**

In accordance with Section 4.2 of the Contract, the Contractor’s employee(s) or subcontractor(s) must complete and sign the following certifications before they begin the Work or access information connected to the Work.

**1. Non-disclosure**

I, \_\_\_\_\_ [insert resource name], recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract No. \_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by the Superintendent of OSFI and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but is not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract No. \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**2. Conflict of Interest**

I, \_\_\_\_\_ [insert resource name], acknowledge that I am employed/hired/engaged by the Contractor, and will assist the Contractor in carrying out the Contractor's duties under the Contract.

In accordance with section 27 and 28 of 2010B (2020-05-28) General Conditions: Professional Services, incorporated by reference in Article 4.1, General Conditions of the Contract No. \_\_\_\_\_.

I acknowledge that I will not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further my private interest. I warrant that I have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of my obligations under the Contract. If such a financial interest is acquired during the period of the Contract, I agree that I will immediately declare it to the Contractor who must immediately declare it to the Contracting Authority.

I warrant that no conflict of interest exists or is likely to arise in my performance of the Contract. In the event that I become aware of any matter that causes or is likely to cause a conflict of interest in relation to my performance under the Contract, I must immediately disclose such matter to the Contractor who must immediately declare it to the Contracting Authority in writing.

Conflict of interest means any matter, circumstance, interest, or activity, which may or may appear to impair the ability to perform the Work diligently and independently.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ANNEX F – TASK AUTHORIZATION PROCESS

- 1.1 It is understood and agreed by the Contractor that the Work to be provided under a Task Authorization is on an "as and when requested" basis and it is further agreed that:
- a. an obligation will come into force only when there is an approved Task Authorization issued and only to the extent designated in the Task Authorization;
  - b. this Contract does not oblige OSFI to approve any Task Authorization or order any services described in the Statement of Work or to spend the associated estimated expenditure; and
  - c. unless otherwise specified in the Task Authorization, any and all approved Task Authorizations shall incorporate all of the articles, terms and conditions contained or referenced in this Contract. The Work provided under the approved Task Authorization(s) shall be paid in accordance with the Basis of Payment contained in the Contract. The amount paid in relation to a specific task authorization must not exceed the LIMITATION OF EXPENDITURE - TASK AUTHORIZATION, and the total of all task authorizations issued must not exceed the cumulative financial limitation shown in LIMITATION OF EXPENDITURE - FOR THE TOTAL OF ALL TASK AUTHORIZATIONS, Customs duty included where applicable, FOB Destination (packaging and shipping charges included where applicable), HST extra. All Task Authorization payments are subject to government audit.
- 1.2 The Task Authorization Form will normally contain the following information:
- a. Task Authorization (TA) number;
  - b. Identification of the Project Authority responsible for directing and accepting the work associated with the TA;
  - c. Financial coding details;
  - d. A Statement of Work (SOW) including:
    - Details of the work activities to be performed within the scope of the TA;
    - Required number of resources in each PS resource category and level of effort / maximum number of days (if "Per Diem" Based);
    - Description of deliverables to be submitted and acceptance criteria;
    - Work process standards, guidelines and criteria;
    - Schedule indicating completion dates for major work activities and/or submission dates for deliverables; and
    - Status / progress reporting requirements, if any, including frequency and content.
  - e. Period Of Services (beginning and end dates for delivery of work);
  - f. Travel Requirements (if any);
  - g. Any other constraints which might affect the work;
  - h. TA Basis (i.e. Per Diem / Estimated Cost or Task Based / Firm Price);
  - i. Required details for inclusion in subsequent Firm Price Proposals; and
  - j. Response Due Date (i.e. date by which TA Proposal is required from Contractor).
- 1.3 Task Authorizations will be raised as required during the period of the Contract according to the following process:
- a. The OSFI Project Authority will initiate the Task Authorization (TA) process by sending a written Statement of Work (SOW) to the Contract Authority who will submit the SOW to the Contractor's designated representative for response. The TA will include the required category and level of personnel associated with this request, as well as the estimated level of effort in days.
  - b. The Contractor will have five (5) business days to provide a proposed resource that meets both the mandatory criteria (as outlined in the SOW) and the specific skill set required for this TA.

In addition, if the proposed TA resource was not proposed and evaluated as a resource in the Bidder's original RFP response, the Contract Authority may request that the Contractor provide a completed resource evaluation grid. (Note: If required, the Contractor will use the applicable evaluation grids provided in the RFP or new grids for other PS categories as provided at the time of the TA.) The Contractor will be required to complete all "certifications" contained on the TA Form at time of TA approval.

- c. Upon receipt of the TA Proposal, the Contract Authority will review and evaluate the proposal including proposed resources if applicable. The Contract Authority may contact the references provided for the proposed resources. (Note: OSFI may, at its discretion, conduct references checks after interviewing the proposed resource.) The Contract Authority will meet with the Contractor as may be required to clarify the proposal. Should the response, or proposed resources, be deemed unacceptable by the Contract Authority, the TA will be returned to the Contractor for rework with any deficiencies and/or concerns identified.
- d. Proposed resources determined to be acceptable to OSFI based on the initial evaluation may be required to participate in an interview with the Contract Authority, or his/her designated representative. The Contractor will arrange for the candidate to attend the interview at a time that is mutually convenient for all parties. The Contractor may attend the interview as an observer. Candidate resources will be interviewed to validate the candidate's knowledge and experience as stated in the TA Proposal.
- e. Once the TA Proposal has been accepted by the Contract Authority, the Security Clearance of the proposed personnel will be verified by the OSFI security officer as required. The Certifications (section 6.3) must be completed by Contractor and the TA form must be signed by both parties (section 7). After the TA Proposal has been accepted by all parties (as applicable) the start date will be confirmed.

- 1.4 The Contractor shall not commence work until an approved Task Authorization Form has been received from the Contract Authority. The Contractor acknowledges that any or all Work performed in the absence of the aforementioned approved Task Authorization Form, will be done at the Contractor's own risk, and OSFI shall not be liable for payment therefore, unless or until an approved Task Authorization Form is provided. In the event that the Contractor elects to proceed with the performance of any Work that is outside an approved Task Authorization, in anticipation of the issuance, or a modification to, a Task Authorization, or otherwise, the Contractor acknowledges that it does so at its own risk.
- 1.5 Termination of a TA for Convenience: OSFI shall have the right to terminate all or any part of an approved Task Authorization for convenience of OSFI (in accordance with the provision of this Contract, but without termination of this Contract in its entirety, unless otherwise specified), upon two days written notice to the Contractor. The Contractor shall be entitled to be paid for all work performed pursuant to the TA in accordance with the Basis of Payment up to the date that the termination is effective.
- 1.6 Termination for Default: The OSFI Contracting Authority may terminate for default (in accordance with the provisions of this Contract, but without terminating this Contract in its entirety, unless specified) all or any part of an approved Task Authorization upon one working days notice period in writing to the Contractor.
- 1.7 Termination for Non Performance:
  - 1.7.1 The Contracting Authority may terminate the Contract in its entirety, upon five business days written notice to the Contractor, for Task Authorization (TA) Non Performance. Incidents of TA Non Performance include but are not limited to:
    - a) Failure to respond to OSFI with a TA proposal within the timeframe stipulated in article 1.3 b. of the TA Process (above);
    - b) Failure to propose at least one qualified resource in response to a SOW (i.e. TA request) from OSFI;

- c) Failure to provide an equivalent or higher, qualified resource to replace a resource prior to completion of an TA (Note: The resource may be replaced at the request of OSFI, the Contractor or the individual resource);
- d) Failure to provide monthly contract status reports as stipulated in article 7.2 e. of the Contract and/or
- e) Failure to adhere to the OSFI TA process (set out in this Annex) in any manner.

If during the initial six month period following contract award, or the four months following issue of the first approved TA, the Contract is terminated in accordance with this clause, even if the bid validity period has passed, OSFI has the right (but not the obligation) to ask the next-ranked responsive bidder(s) if its bid remains open for acceptance and to award to the next-ranked bidder who confirms its bid remains valid.

**ANNEX G - TASK AUTHORIZATION FORM**

TASK AUTHORIZATION				
Contractor: _____		Contract Number: _____		
Task Number: _____		Date: _____		
TA Request (For completion by Technical Authority)				
1. Description of Work to be Performed Statement of Work [Insert details] Description of any Deliverable(s) required (including the required format and media) [Describe any reporting obligations and deadlines for submitting the reports as they will apply to the resulting Contract]				
2. PERIOD OF SERVICES	From:	Date	To:	Date
3. Work Location	[Indicate where the work will be performed]			
4. Travel Requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:			
5. Other Conditions /Restrains	<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:			
6. Task Proposal ( insert rows as required) Check ( <input type="checkbox"/> ):	Estimated Cost	Fixed Price <input type="checkbox"/>		
7. BILINGUALISM (if applicable)				
	<input type="checkbox"/> YES		<input type="checkbox"/> NO	
List of the categories of personnel for whom the bilingualism is required: N/A				
TA Proposal (For completion by Contractor)				
8. Estimated Cost Contract <Insert additional rows as required>				
Category (Level) and Name of Proposed Resource		Firm Per Diem Rate	Estimated # of Days	Total cost
3.7 Procurement Specialist				\$
Professional services estimated cost	Total			\$
Travel & Living	Estimated Cost			
Grand Total for Labour and Travel				\$
TA Approval				
9. Signing Authorities				
Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor [type or print]		Contractor		Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of the <Client Department> [Insert de Name of the Client Department] [type or print]				Date
10. Basis of Payment & Invoicing				
In Accordance with the article entitled "Basis of Payment" in the Contract.  Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the grand total.  Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.				