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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work and the Basis of Payment, and any other annexes.

1.2 Summary

1. The primary objective is to provide virtual Official Language Training Services (French and English) for Compliance, Operations and Program Development (COPD) Branch of ESDC. The primary objective of the contract is to provide virtual official language training in French or English to COPD employees to support: achieving language requirements for bilingual positions; maintaining and enhancing language fluency; and aiding professional development within the federal public service. Secondly, the contract will be implemented as an ongoing initiative, providing an initial assessment followed by a series of one-on-one learning sessions throughout the year for COPD employees from contract award to March 31, 2022, with four option periods of one year each.
2. There are no security requirements associated with this requirement.
3. This requirement is subject to the Canadian Free Trade Agreement (CFTA), the Canada-Columbia Free Trade Agreement, the Canada-Korea Free Trade Agreement, the Canada-Chili Free Trade Agreement, Canada-Panama Free Trade Agreement, Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, the Canada-Peru Free Trade Agreement, Canada-Ukraine Free Trade Agreement and the World Trade Organization-Agreement on Government Procurement (WTO-AGP).

1.3 Debriefings

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



1.4 Bid Challenge and Recourse Mechanisms

1. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
2. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority identified in the first page of the solicitation or contractual document.

Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
3. Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

2.1.1 Integrity provisions—bid

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at [*Ineligibility and Suspension Policy*](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [*Declaration form for procurement*](#).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - a. it has read and understands the [*Ineligibility and Suspension Policy*](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [*Declaration form for procurement*](#).
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that



the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

2.1.2 Standard instructions, clauses and conditions

Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16), the instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract.

2.1.3 Definition of Bidder

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

2.2 Submission of Bids

Bids must be submitted only to Employment and Social Development Canada (ESDC) by the date, time and place or email address indicated on page 1 of the bid solicitation.

Bids will remain open for acceptance for a period of not less than 90 days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

It is the Bidders responsibility to ensure their proposal and all associated documents are received in full and on time. It is advised that Bidders send the proposal in advance of the closing time to ensure confirmation of receipt.

Bidders must ensure e-mails do not exceed 13MB to avoid problems with transmission.

For security reasons, any information submitted on a USB key will not be evaluated.

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

2.3 Former Public Servant

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

Definitions

For the purposes of this clause:

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



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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their full company name and address, e-mail address, as well as contact name, and telephone number.

Canada requests that bidders provide their bid in separate files, in soft copy, as follows:

- Section I: Technical Bid - 1 soft copy via e-mail;
- Section II: Financial Bid - 1 soft copy via e-mail;
- Section III: Certifications - 1 soft 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 follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper format;
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

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

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

All mandatory technical criteria are identified specifically with the words “shall”, “must”, or “will”. The Technical Bid must demonstrate compliance with all mandatory evaluation criteria.

Section II: Financial Bid

Bidders must submit their Financial Bid in Canadian funds, in accordance with the Pricing Schedule detailed in Annex B – Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, must be shown separately, if applicable.

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Item #	Mandatory Criteria	Met/Not Met	Reference to bidder documentation (proposal, resume, presentation letter, Page #.)
M1	Bidder MUST provide customer service by phone or electronic mail by providing a valid email address and a valid telephone number to facilitate communication with the project manager and with the training participants..		
M2	The proposal MUST include the names, CVs and diplomas of: 3 teachers, French as a second language; 1 teacher, English as a second language		
M3	The proposal MUST include the name(s), CV(s) and diplomas of one or 2 pedagogical advisors*. *A pedagogical advisor may be responsible for training in the 2 official languages if they have the qualifications for both French and English. Otherwise, 2 pedagogical advisors may each be responsible for the official language for which they are qualified. The proposal must specify the official language(s) for which the advisor(s) will be responsible		
M4	All the teachers proposed in M3 and all the pedagogical advisors proposed in M4 MUST prove they have obtained, as a minimum: A) a degree from a recognized university with an acceptable specialization in education, linguistics, social sciences or any other specialization relevant to the position and one year's experience in teaching French as a second language or in teaching English as a second language,		



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	<p>OR</p> <p>B) 3 years' experience in second language teaching to federal public servants. If the studies were completed in an institution outside Canada, only an equivalency certificate from an accredited institution recognizing the credentials as Canadian equivalences will be accepted.</p>		
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4.1.1.2 Point Rated Technical Criteria

For the point rated criteria R.1 to R.3, the bidder is requested to show one or more concrete and relevant examples demonstrating how it meets each item.

Furthermore, the bidder must provide the name of a maximum of three respondents who can attest to the information provided as regards to all the examples demonstrating their customer service, teaching quality and learner support.*

- *It is the bidder's responsibility to ensure that the respondent can attest to the information it provided or to the results of the services rendered because, should the respondent not be able to attest to the information provided by the bidder after being contacted within a period of two weeks from the first attempts, zero points will be awarded.*

**The respondent must be a client of the bidder (departmental or organizational representative), and not a learner. The following information is required:*

- *the name of the client department or organization;*
- *the respondent's name, title, telephone number and email address*



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No	Weighted Evaluation Criteria	Evaluation Scale											
R.1.	<p>The bidder clearly demonstrates its excellent customer service in approximately 300 words per item provided.</p> <p>Maximum of 5 points if the bidder provided more than one example per item, only the most relevant example will be evaluated.</p>	<p>1. Customer service:</p> <table border="1" data-bbox="618 436 1398 684"> <thead> <tr> <th data-bbox="618 436 824 464">5 points</th> <th data-bbox="824 436 1013 464">3 points</th> <th data-bbox="1013 436 1213 464">1 point</th> <th data-bbox="1213 436 1398 464">0 points</th> </tr> </thead> <tbody> <tr> <td data-bbox="618 464 824 684">3 items clearly demonstrated by relevant examples</td> <td data-bbox="824 464 1013 684">2 items clearly demonstrated by relevant examples</td> <td data-bbox="1013 464 1213 684">1 item clearly demonstrated by one or more relevant examples</td> <td data-bbox="1213 464 1398 684">No items clearly demonstrated or respondent unable to attest to the information provided</td> </tr> </tbody> </table> <p>Items</p> <ul style="list-style-type: none"> I. The bidder ensures proper communication by informing clients of the issues and by responding to client requests. II. The bidder offers effective services by submitting deliverables when required. III. The bidder offers quality services by conducting regular verifications and taking the necessary corrective measures. 				5 points	3 points	1 point	0 points	3 items clearly demonstrated by relevant examples	2 items clearly demonstrated by relevant examples	1 item clearly demonstrated by one or more relevant examples	No items clearly demonstrated or respondent unable to attest to the information provided
5 points	3 points	1 point	0 points										
3 items clearly demonstrated by relevant examples	2 items clearly demonstrated by relevant examples	1 item clearly demonstrated by one or more relevant examples	No items clearly demonstrated or respondent unable to attest to the information provided										
R.2	<p>The bidder clearly demonstrates its excellent teaching quality in approximately 300 words per item provided.</p> <p>Maximum of 5 points if the bidder provided more than one example per item, only the most relevant example will be evaluated.</p>	<p>2. Teaching quality:</p> <table border="1" data-bbox="618 1039 1398 1287"> <thead> <tr> <th data-bbox="618 1039 824 1066">5 points</th> <th data-bbox="824 1039 1013 1066">3 points</th> <th data-bbox="1013 1039 1213 1066">1 point</th> <th data-bbox="1213 1039 1398 1066">0 points</th> </tr> </thead> <tbody> <tr> <td data-bbox="618 1066 824 1287">3 items clearly demonstrated by relevant examples</td> <td data-bbox="824 1066 1013 1287">2 items clearly demonstrated by relevant examples</td> <td data-bbox="1013 1066 1213 1287">1 item clearly demonstrated by one or more relevant examples</td> <td data-bbox="1213 1066 1398 1287">No items clearly demonstrated or respondent unable to attest to the information provided</td> </tr> </tbody> </table> <p>Items</p> <ul style="list-style-type: none"> I. The bidder ensures that teachers and substitutes have the skills required to accomplish all the tasks related to their duties. II. The bidder conducts follow-ups to ensure that teachers use the prescribed schedule and training program appropriately. III. The bidder displays flexibility and creativity by proposing solutions to pedagogical issues. 				5 points	3 points	1 point	0 points	3 items clearly demonstrated by relevant examples	2 items clearly demonstrated by relevant examples	1 item clearly demonstrated by one or more relevant examples	No items clearly demonstrated or respondent unable to attest to the information provided
5 points	3 points	1 point	0 points										
3 items clearly demonstrated by relevant examples	2 items clearly demonstrated by relevant examples	1 item clearly demonstrated by one or more relevant examples	No items clearly demonstrated or respondent unable to attest to the information provided										



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R.3	<p>The bidder clearly demonstrates its excellent learner support services in approximately 300 words per item provided.</p>	3. Adequate learner support:										
	<p>Maximum of 5 points if the bidder provided more than one example per item, only the most relevant example will be evaluated.</p>	<table border="1"> <thead> <tr> <th style="text-align: center;">5 points</th> <th style="text-align: center;">3 points</th> <th style="text-align: center;">1 point</th> <th style="text-align: center;">0 points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">3 items clearly demonstrated by relevant examples</td> <td style="text-align: center;">2 items clearly demonstrated by relevant examples</td> <td style="text-align: center;">1 item clearly demonstrated by one or more relevant examples</td> <td style="text-align: center;">No items clearly demonstrated or respondent unable to attest to the information provided</td> </tr> </tbody> </table>	5 points	3 points	1 point	0 points	3 items clearly demonstrated by relevant examples	2 items clearly demonstrated by relevant examples	1 item clearly demonstrated by one or more relevant examples	No items clearly demonstrated or respondent unable to attest to the information provided	<p>Items</p> <ul style="list-style-type: none"> I. The bidder ensures pedagogical and administrative follow-ups, and makes any necessary changes throughout the training period. II. Learners are evaluated and given feedback on a regular basis throughout the learning period so they can measure their progress. III. The bidder ensures the teachers' professionalism (on time, well prepared, and discreet). 	
5 points	3 points	1 point	0 points									
3 items clearly demonstrated by relevant examples	2 items clearly demonstrated by relevant examples	1 item clearly demonstrated by one or more relevant examples	No items clearly demonstrated or respondent unable to attest to the information provided									

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

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

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 7 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 15 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.



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6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
8. If two of more responsive bids achieve an identical score (total number of points) and this score is determined to be the Highest Combined Rating of Technical Merit and Price, the bidder who achieved the highest technical merit score will be recommended for contract award.

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

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the



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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.

5.2.3.2 Education and Experience

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. There are no security requirements associated with this request.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2020-05-28), General conditions - Higher Complexity - Services apply to and form part of the Contract, with the following exceptions:

- 4.1.1 Delete reference to 'Client Reference Number (CRN)' and 'Procurement Business Number (PBN)' from Section 12, sub-section 2.a
- 4.1.2 Delete sub-sections 14
- 4.1.3 Delete sub-sections 15
- 4.1.4 Delete sub-sections 19
- 4.1.5 Delete sub-sections 20

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of contract award to 31 March 2022.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is: (to be provided at contract award)

Name: _____

Title: _____

Employment and Social Development Canada

Directorate: _____



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Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

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

7.5.2 Project Authority

The Project Authority for the Contract is: (to be provided at contract award)

Name: _____

Title: _____

Employment and Social Development Canada

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

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

7.5.3 Contractor's Representative (to be provided at contract award)

Name: _____

Title: _____

Business Name:

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [*Public Service Superannuation Act*](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [*Contracting Policy Notice: 2012-2*](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment – Fixed Time Rate



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In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm hourly rate of \$ _____ (to be provided at contract award) as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

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

Total Estimated Expenditure \$ _____

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Method of Payment – Monthly Payment

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

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

7.7.4 Electronic Payment of Invoices – Contract

The Government of Canada is switching from cheques to direct deposit as primary payment method, an electronic transfer of funds deposited directly into your bank account. Direct deposit is faster, more convenient and more secure. Enroll for direct deposit or update the banking information you already have on file by sending your completed [Direct Deposit Enrollment Form](#) at the following email address: nc-cfob-dgapf-fournis-vendors-gd@hrsdc-rhdcc.gc.ca.



7.8 Invoicing Instructions

1. Invoices must be submitted in the Contractor's name, by e-mail to the Project Authority (see article 7.5.2). The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, and financial code(s);
 - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

7.8.1 T1204 Information Reporting by Contractor

1. Pursuant to paragraph 221 (1)(d) of the [Income Tax Act](#), R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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



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- (a) the Articles of Agreement;
- (b) the General Conditions 2035 - Higher Complexity - Services (2020-05-28);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____, (to be completed at contract award).

7.12 Foreign Nationals (Canadian Contractor)

A2000C Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.13 Insurance

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

7.14 Dispute Resolution

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



ANNEX "A" STATEMENT OF WORK

1.0 Title

Ongoing - Official Language Training Services (French and English) for Compliance, Operations and Program Development (COPD) Branch of ESDC.

2.0 Objectives

The primary objective of the contract is to provide virtual official language training in French or English to COPD employees to support: achieving language requirements for bilingual positions; maintaining and enhancing language fluency; and aiding professional development within the federal public service. Secondly, the contract will be implemented as an ongoing initiative, providing an initial assessment followed by a series of one-on-one learning sessions throughout the year for COPD employees.

3.0 Background Statement

The services to be provided by the contractor will support the learning and development plans of between 90 and 120 COPD staff who seek to advance their careers but are constrained by their current level of official language ability and capacity to access language services. This initiative supports career and talent development within COPD and the resulting improved bilingualism aligns with the Government of Canada's commitment on the use of official languages in the workplace.

4.0 Scope

The contractor will provide a one-hour (per student) one-on-one **French or English instruction** (virtually) as second language training for between 90 and 120 individuals using an approved contracting vehicle. The type of learning provided by the contractor will vary depending on the assessed training needs of each individual and may consist of oral, written or reading skills or a combination of these. In a year, April to March, there will be three 12-week sessions of registered students. (Some may re-register for more than one session.)

The contractor will conduct an initial assessment and arrange a discussion with each individual to determine their training needs. The purpose of each individual's training will align with the objective of the proposal: to prepare employees for their second language evaluation; to maintain and enhance language fluency; and to aid in their professional development.

COPD will register participants for each training session and maintain a schedule with the contractor. Protocols will be arranged to allow limited rescheduling and switching of appointments to maximize contractor services. The training hours will be from 8:00am to 12 noon and 1:00pm to 5:00pm to accommodate employees located across Canada – from Atlantic to North West Pacific Regions (TBC once contract is finalized).

5.0 Level of Effort

The contractor will provide between 90 and 120 hours of instruction per week (TBC once contract is finalized) for the duration of the contract.

6.0 Deliverables, milestones and schedule

The contractor will deliver between 90 to 120 hours of instruction per week. A schedule will be developed for the hours per week (one hour per employee) depending on the number of participants and language needs. The schedule will follow a Block training program so that if one employee cannot make their time, another employee participating in the training program may use that time slot. (Protocols will be arranged to allow limited rescheduling and switching of appointments to maximize contractor services.)



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7.0 Work Location

The contractor will provide the language training services virtually with possibility of on site at the Labour Program at 165 hotel de ville, Phase II, Gatineau Quebec.

8.0 Performance and Monitoring

The Project Authority will meet with the contractor before each of the 12-week sessions to confirm the number of participants, arrange assessments and set the schedule. There will also be regular communication between the contractor and the Project authority to ensure that the provision of training services are being delivered in the timelines indicated.



ANNEX “B” BASIS OF PAYMENT

The bidder must complete this pricing schedule and include it in its Financial Bid. Customs duties are included in prices and applicable taxes are extra.

Any estimated level of services specified in this pricing schedule is provided for bid evaluation price determination purposes only. Levels of efforts are provided as estimates only, and must not be construed as a commitment by ESDC to respect those estimates in any resulting contract.

Initial Contract Period (Contract Award to March 31, 2022)

Description	E1 Estimated Level of Effort	E2 Firm Hourly Rate	Subtotal (E1xE2)
Virtual official language training in French or English	120 hours	\$	\$

Option Year 1 (April 1, 2022 to March 31, 2023)

Description	E1 Estimated Level of Effort	E2 Firm Hourly Rate	Subtotal (E1xE2)
Virtual official language training in French or English	120 hours	\$	\$

Option Year 2 (April 1, 2023 to March 31, 2024)

Description	E1 Estimated Level of Effort	E2 Firm Hourly Rate	Subtotal (E1xE2)
Virtual official language training in French or English	120 hours	\$	\$

Option Year 3 (April 1, 2024 to March 31, 2025)

Description	E1 Estimated Level of Effort	E2 Firm Hourly Rate	Subtotal (E1xE2)
Virtual official language training in French or English	120 hours	\$	\$



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Option Year 4 (April 1, 2025 to March 31, 2026)

Description	E1 Estimated Level of Effort	E2 Firm Hourly Rate	Subtotal (E1xE2)
Virtual official language training in French or English	120 hours	\$	\$

Total Bid Price for Initial Contract Period	Total Bid Price for Option Period 2	Total Bid Price for Option Period 2	Total Bid Price for Option Period 3	Total Bid Price for Option Period 4	Total Evaluated Bid Price
\$ _____	+	+	+	+	\$ _____