

**CANADIAN HERITAGE**  
**REQUEST FOR PROPOSALS**

REQUEST NUMBER: 10210477

TITLE OF PROJECT: Virtual French language training

REQUEST DATE: September 7, 2021

CLOSING DATE AND TIME: October 18, 2021, 2:00 p.m., EDT

ADDRESS ALL ENQUIRIES: Stéphanie Dupel  
Procurement and Contracts Officer  
Contracting and Materiel Management  
Financial Management Branch  
Department of Canadian Heritage

Tel: 819-665-5792  
E-mail: [stephanie.dupel@pch.gc.ca](mailto:stephanie.dupel@pch.gc.ca)

The Department of Canadian Heritage has a requirement for the above services to be carried out in accordance with the **Statement of Work** attached hereto as **Annex "A"**. The services are to be performed during the period of Contract award and are to be completed by March 31, 2022 plus the possibility of adding three (3) option years of one (1) year of each option, as detailed in the **Statement of Work** and **Basis of Payment** attached hereto as **Annex "B"**.

By signing and submitting this form, Bidders are confirming that they have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and that:

If you are interested in undertaking this project, submit your bid by **2 p.m. EDT: October 18, 2021** by using the following accepted submission method:

**IMPORTANT: Submission via e-mail**

Please, note that because of the present circumstances associated with the COVID-19 virus, PCH will exceptionally only accept proposals by e-mail. Proposals transmitted by facsimile or mail to PCH will not be accepted.

The PCH e-mail server cannot accept any e-mail transmission that is 14 MB or plus. It is the responsibility of the Bidder to assure that their complete e-mail offer be delivered to PCH by the specified date and time. Indicate the title of the Request for Proposal (RFP) in the e-mail object, the e-mail address is the following:

**Contrats/Contracting (PCH)**  
[PCH.contracts-contracting.PCH@pch.gc.ca](mailto:PCH.contracts-contracting.PCH@pch.gc.ca)  
**RFP. : 10210477**  
**Attention : Stéphanie Dupel**

If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable but they must be referenced to each other. Proposals that arrive after the specified date and time will not be accepted. Bidders are encouraged to keep a confirmation that the e-mail was sent and delivered.

Bidders submitting a proposal are also requested to complete the Offer of Services attached at Annex "D".

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>5</b>
1.1 SECURITY REQUIREMENTS .....	5
1.2 STATEMENT OF WORK.....	5
1.3 DEBRIEFINGS.....	5
1.4 OTHER INFORMATION .....	5
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>6</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITION .....	6
2.2 SUBMISSION OF OFFERS.....	6
2.2.1 SUBMISSION VIA E-MAIL.....	6
2.3 FORMER PUBLIC SERVANT.....	6
2.4 ENQUIRIES - BID SOLICITATION.....	7
2.5 APPLICABLE LAWS.....	8
2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....	8
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>9</b>
3.1 BID PREPARATION INSTRUCTIONS .....	9
3.2 PROPOSAL PREPARATION INSTRUCTIONS.....	9
3.2.1 SUBMISSION VIA E-MAIL.....	9
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>10</b>
4.1 EVALUATION PROCEDURES.....	10
4.1.1 TECHNICAL EVALUATION .....	10
4.1.2 FINANCIAL EVALUATION.....	10
4.2 BASIS OF SELECTION.....	10
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>11</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	11
5.1.1 INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES .....	11
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	11
5.2.1 INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION.....	11
5.2.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - BID CERTIFICATION .....	11
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>12</b>
6.1 SECURITY REQUIREMENTS .....	12
6.2 STATEMENT OF WORK.....	12
6.3 STANDARD CLAUSES AND CONDITIONS.....	12
6.3.1 GENERAL CONDITIONS.....	12
6.4 PERIOD OF THE CONTRACT.....	12
6.4.1 OPTION TO EXTEND THE CONTRACT .....	12
6.5 AUTHORITIES .....	12
6.5.1 CONTRACTING AUTHORITY .....	12
6.5.2 PROJECT AUTHORITY .....	13
6.5.3 TECHNICAL AUTHORITY.....	13
6.5.4 CONTRACTOR'S REPRESENTATIVE .....	13
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	13
6.7 PAYMENT .....	13
6.7.1 BASIS OF PAYMENT .....	13
6.7.2 LIMITATION OF EXPENDITURE.....	13

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6.7.3	METHOD OF PAYMENT - MONTHLY PAYMENT .....	14
6.7.4	ELECTRONIC PAYMENT OF INVOICES – CONTRACT.....	14
6.8	INVOICING INSTRUCTIONS .....	14
6.9	CERTIFICATIONS AND ADDITIONAL INFORMATION.....	14
6.9.1	COMPLIANCE.....	14
6.10	APPLICABLE LAWS.....	14
6.11	PRIORITY OF DOCUMENTS .....	14
6.12	INSURANCE – NO SPECIFIC REQUIREMENT .....	15
6.13	OFFICIAL LANGUAGES .....	15
6.14	GREEN PROCUREMENT .....	15
6.15	DISPUTE RESOLUTION.....	15
6.16	CONTRACT ADMINISTRATION .....	16
<b>ANNEX "A"</b>	.....	<b>17</b>
	STATEMENT OF WORK .....	17
<b>ANNEX "B"</b>	.....	<b>20</b>
	BASIS OF PAYMENT .....	20
<b>ANNEX "C"</b>	.....	<b>22</b>
	MANDATORY TECHNICAL CRITERIA.....	22
<b>ANNEX "D"</b>	.....	<b>23</b>
	OFFER OF SERVICES .....	23
	REQUEST FOR PROPOSALS 10210477 .....	23

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **1.2 Statement of Work**

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

### **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 Other information**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO 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). For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Condition

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

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

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

### 2.2 Submission of Offers

Please note that because of the present circumstances associated with the COVID-19 virus, PCH will exceptionally only accept proposals by e-mail at [PCH.contrats-contracting.PCH@pch.gc.ca](mailto:PCH.contrats-contracting.PCH@pch.gc.ca). Proposals transmitted by facsimile or mail to PCH will not be accepted.

#### 2.2.1 Submission via e-mail

Proposals must only be submitted by e-mail by the date and time to the e-mail address indicated on page 1 of the RFP.

### 2.3 Former Public Servant

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

#### **Definitions**

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

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

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

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

### **Former Public Servant in Receipt of a Pension**

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) business days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

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

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

## 2.6 Bid Challenge and Recourse Mechanisms

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



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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

Section I: Technical Bid: 1 electronic copy by email

Section II: Financial Bid: 1 electronic copy by email

Section III: Certifications: 1 electronic copy by email (PDF signatures)

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

#### Section I: Technical Bid

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

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment at Annex B. The total amount of Applicable Taxes must be shown separately.

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.

### 3.2 Proposal Preparation Instructions

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

Please note that because of the present circumstances associated with the COVID-19 virus, PCH will exceptionally only accept proposals by e-mail at [PCH.contracts-contracting.PCH@pch.gc.ca](mailto:PCH.contracts-contracting.PCH@pch.gc.ca) . Proposals transmitted by facsimile or mail to PCH will **not** be accepted.

#### 3.2.1 Submission via e-mail

**IMPORTANT:** The PCH e-mail server cannot accept any e-mail transmission that is 14 MB or more. It is the responsibility of the Bidder to assure that their complete e-mail proposal be delivered to PCH by the specified date and time. If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable but they must be referenced to each other. Proposals that arrive after the specified date and time will not be accepted.

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

The Mandatory technical evaluation criteria are fully described herein at Annex C.

#### **4.1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, in accordance with the Basis of Payment at Annex B.

### **4.2 Basis of Selection**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

Bidders should note that all contracts are subject to PCH's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Notwithstanding that a bidder may have been recommended for contract award, issuance of any contract will be contingent upon internal approval. If such approval is not given, no contract will be awarded.

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the 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 provided will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

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

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

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

### 6.4 Period of the Contract

The period of the contract will be from Contract award date to March 31, 2022 inclusively.

#### 6.4.1 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 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 60 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Stéphanie Dupel  
Procurement and Contracts Officer  
Contracting and Materiel Management  
Financial Management Branch  
Department of Canadian Heritage

Telephone: 819-665-5792

E-mail address: [stephanie.dupel@pch.gc.ca](mailto:stephanie.dupel@pch.gc.ca)

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

### **6.5.2 Project Authority**

The Project Authority for the Contract is:

*To be disclosed at Contract award*

### **6.5.3 Technical Authority**

The Technical Authority for the Contract is:

*To be disclosed at Contract award*

### **6.5.4 Contractor's Representative**

To be identified at Contract Award.

## **6.6 Proactive Disclosure of Contracts with Former Public Servants**

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

## **6.7 Payment**

### **6.7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with Annex B Basis of Payment.

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

### **6.7.2 Limitation of Expenditure**

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

whichever comes first.

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

### **6.7.3 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.

### **6.7.4 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using the following Electronic Payment Instrument:

- a. Direct Deposit (Domestic and International);

## **6.8 Invoicing Instructions**

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.

Invoices must be distributed as follows:

The original must be forwarded to the Technical Authority of the Contract for certification and payment.

## **6.9 Certifications and Additional Information**

### **6.9.1 Compliance**

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

## **6.10 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (as specified by the Bidder in its bid, if applicable).

## **6.11 Priority of Documents**

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

- (a) the Articles of Agreement;

- (b) the general conditions 2010B (2020-05-28), Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_, 2021 (to be confirmed at Contract award)

#### **6.12 Insurance – No Specific Requirement**

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.

#### **6.13 Official Languages**

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Project Authority before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

#### **6.14 Green Procurement**

The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

It is desirable that the Contractor, in provisioning the Service, procure electronic equipment, such as computer equipment, peripherals and telephony equipment, that meet the most current ENERGY STAR technical specifications for energy efficiency and other environmental specifications such as ISO 14000, WEEE, RoSH, EPEAT and IEEE 1680 standards, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor, in provisioning the Service, procures equipment and implements solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor abide by the guidelines set by the Electronics Product Stewardship Canada's organization for the disposal and recycling of electronic products owned by the Contractor and used to deliver the Service whether this equipment is located on the Contractor's premises or on GC customer premises.

#### **6.15 Dispute Resolution**

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO 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). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

## 6.16 Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO 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). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).



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**ANNEX "A"****STATEMENT OF WORK****1 Title**

Virtual French language training for the Department of Canadian Heritage (PCH) Western Region employees.

**2 Background****2.1 Objective**

To support employees in their second language training and achieve levels B or C as per Public Service Commission (PSC) Second Language Evaluation (SLE) testing and to improve employees' linguistic profiles as a requirement of their work position.

**2.2 Context**

The management team of PCH Western Region has committed to support language training in French for its staff that are located in Alberta, British Columbia and Yukon Territory for fiscal year 2021-22. It is proposed to offer the training sessions virtually via videoconference.

Despite long-standing challenges in recruiting bilingual staff in a highly competitive labour market, approximately half of Western Region employees are bilingual. Succession planning has been a challenge in the region as most managerial positions in PCH have a CBC linguistic profile.

Further, among the four pillars of its Strategic HR Plan is the building of the workforce of the future. Under this pillar, PCH Western Region will continue to foster a culture of continuous learning and increase the representativeness and bilingual capacity of its workforce.

For this reason, the proposed virtual French language training will support the organizational need for career development, succession planning and client service.

**3 Requirements****3.1 Scope**

The Contractor will provide virtual language training in French. An initial assessment of each learner's language level will be done to determine the level at which the employee will be placed.

Other requirements to be included:

- The Contractor must be able to provide online/virtual training to employees (virtual training by video and/or teleconference);
- Preparation time to be included in the proposal;
- Monthly attendance and progress/evaluation reports required for each learner to be submitted by the Contractor;
- The Contractor must be familiar with and have relevant experience with SLE testing administered by the Public Service Commission; and,
- Quality control of the Contractor's service delivery will be measured in terms of learners' feedback, satisfaction and rate of success.

#### 4 Tasks, Activities and Deliverables

<b>Tasks/Activities</b>	<b>Deliverables</b>	<b>Language of deliverable</b>
At the Contract start date, Vendor to provide the Technical Authority its training guidelines including but not limited to cancellation policies, tutor tardiness.	Training guideline document	English or French
Vendor to perform an initial assessment of the learner's oral and written skills to determine the appropriate language level at which the learner will be placed. Vendor to submit to the Technical Authority a written evaluation report to indicate the results of the initial assessment and providing details how the learner's language level was determined.	Oral/written test to be taken by the learner and initial assessment evaluation report document indicating the learner's language level.	Oral/written test: French  Initial assessment evaluation report: English or French
Vendor to develop and submit a detailed learning plan or a course syllabus that will guide the learner's training. Note: this deliverable is subject to acceptance by the learner.	Learner's learning plan or course syllabus	English or French (depending on the learner's preference)
Vendor to provide weekly virtual one-hour training and training materials to the learner, per schedule agreed upon by the Vendor's representative and the learner and within the authorized number of hours specified in the contract.	Virtual language training and training materials.	French
Vendor to provide evaluation report of each learner to the Technical Authority at every language level completed based on the learning plan/course syllabus provided.	Learner's evaluation report document	English or French
Vendor to submit on a monthly basis, a timesheet for the training hours logged in by all learners as well as an invoice for payment for the training hours utilized.	Monthly timesheet of learners' number of training hours and monthly invoice	English or French

#### 5 Constraints

##### 5.1 Travel Requirements

As the training will be provided virtually, there are no travel requirements applicable.

##### 5.2 Language of Work

The work must be performed in both official languages, French and English, according to the table under Section 4 *Tasks, Activities and Deliverables*.

### 5.3 Work Location and Access Restrictions

All training will be delivered via videoconference using the Contractor's platform. The Contractor will not have access to PCH premises.

## 6 Project Schedule

The following deliverables will be submitted per the table below:

Deliverables	Schedule
Training guide document	Within 5 business days after contract award.
Oral/written test to be taken by the learner and learner's assessed language level and initial assessment evaluation report document.	Test to be scheduled with the learner; initial assessment evaluation report to be submitted within 5 business days following testing date.
Learner's learning plan or course syllabus	Preferably 5 business days before learner starts training
One-hour virtual language training including training materials	Weekly
Learner's evaluation report	Within 5 business days following completion of a language level
Timesheet of learners' training hours and monthly invoice	Monthly (within a week following the month completed)

## 7 Other

Any training disrupted by technical issues such as internet connection, power or equipment failure from either the Contractor or the learner should not be considered as a chargeable cancellation. Efforts should be made by both parties to reschedule the session if at least 50 percent of the one-hour session has not been completed.

## 8 Support provided by PCH

Technical Authority will be responsible for liaising between the Contractor and learners. PCH will provide its employees with the required equipment for them to connect to the virtual language training sessions.

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**ANNEX "B"**

**BASIS OF PAYMENT**

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

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and applicable tax(es) extra.

**A- Cancellation Policy**

The Contractor should provide the Project Authority written notice at least 24 hours from any scheduled training session should the instructor be unable to deliver a training session. Any cancelled training session by the Contractor should be rescheduled to a later date in coordination with the Project Authority.

**B- Contract Period (*Contract award to March 31, 2022*)**

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

Firm all-inclusive hourly rate\* of \$\_\_\_\_\_ for a maximum of 366 hours for a total not to exceed \$\_\_\_\_\_ (applicable taxes extra).

**C- Option to Extend the Term of the Contract**

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

**Contract Period – Option Year 1 (*April 1, 2022 to March 31, 2023*)**

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

Firm all-inclusive hourly rate\* of \$\_\_\_\_\_ for a maximum of 600 hours for a total not to exceed \$\_\_\_\_\_ (applicable taxes extra).

**Contract Period – Option Year 2 (*April 1, 2023 to March 31, 2024*)**

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

Firm all-inclusive hourly rate\* of \$\_\_\_\_\_ for a maximum of 600 hours for a total not to exceed \$\_\_\_\_\_ (applicable taxes extra).

**Contract Period – Option Year 3 (*April 1, 2024 to March 31, 2025*)**

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

Firm all-inclusive hourly rate\* of \$\_\_\_\_\_ for a maximum of 600 hours for a total not to exceed \$\_\_\_\_\_ (applicable taxes extra).

**For evaluation purposes only, the lowest evaluated price will be recommended for award of a contract. The total of the requirement for evaluation purposes will be calculated as follows:**

Total of **initial requirement (B)** (hourly rate X 366 hours (total maximum hours)) + **option year 1** (hourly rate X 600 hours (total maximum hours)) + **option year 2** (hourly rate X 600 hours (total maximum hours)) + **option year 3** (hourly rate X 600 hours (total maximum hours))

**ANNEX "C"**

**MANDATORY TECHNICAL CRITERIA**

Bidders must demonstrate compliance with each of the following mandatory technical criteria:

	<b>Mandatory Technical Criteria</b>	<b>MET / NOT MET</b>
MT1	<p><b>Bidder's Experience 1</b></p> <p>The Bidder* must demonstrate having recent** and significant*** experience in providing individual virtual French Language Training services.</p> <p><u>Definitions:</u></p> <p>*Bidder is defined as the language school, firm or company that will be providing the services  **Recent is defined as having been acquired in the last 5 years  ***Significant is defined as a minimum of 3 years</p>	
MT2	<p><b>Bidder's Experience 2</b></p> <p>The Bidder must demonstrate having the following experience:</p> <ul style="list-style-type: none"> <li>• virtual language training to Federal government employees;</li> <li>• virtual training to employees who are obliged to maintain their linguistic profile;</li> <li>• virtual training to improve their linguistic profiles as a requirement of their work position.</li> </ul> <p>Also, the Bidder must provide a concrete example of how they have provided training for the government Second Language Evaluation (SLE) at levels B and C.</p>	

**ANNEX "D"**
**OFFER OF SERVICES**
**REQUEST FOR PROPOSALS 10210477**

<i>(to be filled in by Bidder)</i>	
<b>Bidder's full legal name</b>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Fax #
	Email
<b>Bidder's Procurement Business Number (PBN)</b> <i>(see the <a href="#">Standard Instructions 2003</a>)</i>	
<b>Bidder's GST/HST/QST number</b>	
<b>Tax rate to be charged on any resulting contract</b>	Specify percentage: _____ %
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b>  See the Article in Part 2 of the bid solicitation for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____  If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____  If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"

<p><b>Integrity Provisions</b> (as per Part 5 of the bid solicitation)</p>	<p><b>Integrity Declaration Form</b></p> <p>An Integrity declaration form must be submitted <b>only</b> when:</p> <ol style="list-style-type: none"> <li>1. The supplier, one of its affiliates or a proposed first-tier subcontractor has, in the past three years, been charged with or convicted of a criminal offense in a country other than Canada, that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the <u><a href="#">Ineligibility and Suspension Policy</a></u> (the "policy"; and/or</li> <li>2. The supplier is unable to provide any of the certifications required by the <u><a href="#">Integrity Provisions</a></u></li> </ol> <p>Click <u><a href="#">here</a></u> to complete the form and instructions for its submittal.</p>
	<p><b>List of names for integrity verification form</b></p> <p>Section 17 of the <u><a href="#">Ineligibility and Suspension Policy</a></u> (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>) requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or offeror's organizational structure:</p> <ul style="list-style-type: none"> <li>- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors</li> <li>- Privately owned corporations must provide a list of the owners' names</li> <li>- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners</li> <li>- Suppliers that are a partnership do not need to provide a list of names</li> </ul> <p>Suppliers may use this <u><a href="#">form</a></u> to provide the list of names. Failure to submit this information, where required, will render a bid or offer non-responsive, or the supplier disqualified for award of a contract.</p> <p>Complete the <u><a href="#">form</a></u> online, print, sign and attach it to the bid.</p>
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in Part 6 - Resulting contract clauses, included in the bid solicitation.</li> </ol>	
<p><b>Signature of Authorized Representative of Bidder</b></p>	