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The Articles contained in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP. Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.



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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 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 and attachments.

The Attachments include the Evaluation Criteria, the Pricing Schedule and the COVID-19 Vaccination Requirement Certification required with the Bid.

### 1.2 Summary

By means of the RFP, Administrative Tribunals Support Service Canada (ATSSC) is seeking proposals from bidders for virtual part-time group language training for ATSSC employees and Tribunals Members. It is intended to award one Contract from date of Award to March 31, 2023, with option to extend for four (4) additional one-year periods.

The requirement is subject to the provisions of the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Columbia Free Trade Agreement (CCOFTA), the Canada-Peru Free Trade Agreement (CPFTA), the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Panama Free Trade Agreement (CPAFTA), the Canada-Korea Free Trade Agreement (CKFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canadian Free Trade Agreement (CFTA), the Comprehensive Economic Trade Agreement (CEFTA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canada-Ukraine Free Trade Agreement (CUFTA), and the Canada-UK Trade Continuity Agreement (Canada-UK TCA)

#### 1.2.1 COVID-19 vaccination requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.



### **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 will be done in writing, by email.



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- **In the complete text content (except Section 3) Delete:** Public Works and Government Services Canada” and **Insert:** “Administrative Tribunals Support Service of Canada.” **Delete:** “PWGSC” and **Insert:** “ATSSC”
- **Section 2: Delete:** “Suppliers are required to” and **Insert:** “It is suggested that suppliers”
- **Subsection 1 of Section 8: Delete entirely**
- **Subsection 2 of Section 8: Delete entirely**
- **Under Subsection 2 of Section 20:** Not applicable

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Bids

Bidders must submit all proposals electronically. Given the current constraints on ATSSC’s networks, the electronic mail system has a limit of 1GB per single message received and a limit of 20GB per conversation. Bidders are asked to contact the Contracting Authority at [lucie.souliere@tribunal.gc.ca](mailto:lucie.souliere@tribunal.gc.ca) to confirm receipt of their bid. ATSSC encourages bidders to submit all bids earlier than the closing time in order to ensure sufficient time to be received in ATSSC’s server.

It is the Bidders responsibility to ensure that proposals are sent to the following e-mail address, by the time and date indicated on page 1 of this RFP document.

**[ATSSCBidReceiving-ReceptiondeSoumissionSCDATA@tribunal.gc.ca](mailto:ATSSCBidReceiving-ReceptiondeSoumissionSCDATA@tribunal.gc.ca)**

The email address above is reserved for the submission of your proposal. No other communication should be sent to that address.



Contact the Contracting Authority, Lucie Soulière, either by email at [lucie.souliere@tribunal.gc.ca](mailto:lucie.souliere@tribunal.gc.ca) or by telephone at **343-542-5541** for receipt of bid confirmation.

**IMPORTANT**

It is requested that you write the following information in "Subject" of the e-mail:

**RFP # ATSSC- 20211213**

**Due to the nature of the bid solicitation, bids transmitted by mail or facsimile to ATSSC will not be accepted.**

**ATSSC will not assume responsibility for proposals directed to any other location.**

The onus is on the Bidder to ensure that the proposal is submitted correctly to the above address. Not complying with the above instructions may result in ATSSC's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, ATSSC reserves the right to reject any proposal not complying with these instructions.

**2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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.

**2.4 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.

**2.5 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the



reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fifteen (15) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that Bidders provide their bid by e-mail in separate sections as follows:

- Section I: Technical Bid - one (1) PDF copy;
- Section II: Financial Bid - one (1) PDF copy;
- Section III: Certifications - one (1) PDF copy;
- Section IV: Additional Information - one (1) signed cover page - PDF copy

**Prices should appear in the financial bid only. No prices should 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) format;
- (b) use a numbering system that corresponds to the bid solicitation.

#### **Section I: Technical Bid**

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

The technical bid must 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.

#### **Section II: Financial Bid**

- A. Bidders must submit their financial bid in Canadian funds (CAD\$) and in accordance with Attachment 2 to PART 4 - PRICING SCHEDULE. The total amount of Applicable Taxes must be shown separately.
- B. When preparing their financial bid, Bidders should review clause:
  - 4.1.1.3 Financial evaluation of Part 4 of the bid solicitation;
  - And article 7.8 Payment of Part 7 of the bid solicitation.
- C. C3011T (2013-11-06), Exchange Rate Fluctuation.



### **Section III: Certifications**

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

### **Section IV: Additional Information**

**Signed Cover page one (1) PDF copy.**

## **3.2 Accessibility**

In accordance with the Accessible Canada Act, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this Statement of Work (SOW) and must:

- i. demonstrate how the bidder's proposed goods and/or services meet the accessibility requirement at delivery; or
- ii. describe how the bidder would deliver its goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.



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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Refer to ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

##### **4.1.1.2 Point Rated Technical Criteria**

Refer to ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA. Point-rated technical criteria not addressed will be given a score of zero.

##### **4.1.1.3 Financial Evaluation**

For bid evaluation and Contractor selection purposes only, the total evaluated price of a bid will be determined in accordance with the Attachment 2 to PART 4 - PRICING SCHEDULE. Total Evaluated Bid Price will be equal to total evaluated price: Table 1 + Table 2 + Table 3 + Table 4 + Table 5 + Table 6 + Table 7 + Table 8 + Table 9 + Table 10.

### **4.2 Basis of Selection**

#### **4.2.1 Highest Combined Rating of Technical Merit (70%) and Price (30%)**

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 two (2) points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 10 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 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.



5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

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



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## ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

### Mandatory Technical Criteria

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by a Bidder to meet any one of the mandatory requirements will render the Bidder's proposal non-responsive, and the proposal will not be given further consideration. The treatment of mandatory requirements in any procurement process is absolute. Each mandatory technical criterion must be addressed separately.

Only proposed resources meeting all the mandatory requirements will be rated in accordance with a specific point-rated evaluation.

Bidders' proposals will be evaluated and point-rated against the mandatory technical criteria set out in the point-rated criteria tables, using the evaluation factors and weighting indicators specified for each criterion.

Technical bids must clearly demonstrate compliance with the mandatory criteria. Simply repeating the statements found hereunder is not sufficient.

Experience requirements for each evaluation criterion are calculated as of the closing date of the RFP. For example, if a given requirement states that "The Bidder must have experience within the last 5 years," then the five-year period is calculated as of the original closing date of the RFP.

Bidders are advised to address these requirements in the following order and in sufficient depth in their bids to enable a thorough assessment. The ATSSC's assessment will be based solely on the information contained in the proposal. The ATSSC may ask Bidders to confirm or explain certain information.

Bidders must be advised that merely listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered "demonstrated" for the purpose of this evaluation.

Bidders must provide complete details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained. Experience acquired during formal education will not be considered work experience. All work experience must have been acquired in a legitimate workplace and not in an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders must also be advised that the month(s) of experience listed for a project whose timeframe overlaps that of another project mentioned will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven months.



**MANDATORY TECHNICAL CRITERIA**

|             | <b>MANDATORY TECHNICAL CRITERIA</b>   | <b>Meets /<br/>Does not<br/>meet</b> | <b>Bidder's response:<br/>please indicate the<br/>exact location in the<br/>bid where the<br/>reference documents<br/>can be found,<br/>including the<br/>document title and<br/>page and paragraph<br/>numbers</b> |
|-------------|---|--------------------------------------|---|
| <b>MTC1</b> | <p>The Bidder* must demonstrate recent** and significant*** experience in providing online or in-person group English and/or French language training services in a Canadian context using Canadian vocabulary.</p> <p>* The Bidder is defined as the language school or company providing the services.</p> <p>** Recent experience is defined as experience acquired within the last 10 years preceding the bid closing date.</p> <p>*** Significant experience is defined as experience acquired within no less than 5 years preceding the bid closing date.</p> |                                      |   |
| <b>MTC2</b> | <p>The Bidder must confirm that the language training curriculum complies with the <u>Qualification Standards in Relation to Official Languages</u>. A copy of the beginner's curriculum must be included in the bid on the bid closing date.</p>   |                                      |   |
| <b>MTC3</b> | <p>The Bidder's experience must include the following:</p> <ul style="list-style-type: none"> <li>a. The Bidder must have been billed for at least 5,000 hours. Canada reserves the right to request copies of invoices in order to check this.</li> <li>b. The Bidder must provide the total number of hours of in-class or online teaching.</li> <li>c. Experience must have been acquired since January 2016.</li> </ul> <p>The Bidder must provide the total length of the training, including</p>  |                                      |   |



|  |  |  |  |
|--|--|--|--|
|  | <ul style="list-style-type: none"> <li>- The start month and year, and the end month and year</li> <li>d. Each group must have been made up of at least three adult students.             <ul style="list-style-type: none"> <li>- Provide the number of students per group</li> </ul> </li> <li>e. The second language taught (English or French).</li> <li>f. Detailed description of second-language training provided.             <ul style="list-style-type: none"> <li>- Objectives</li> <li>- Scope of work</li> <li>- Deliverables</li> </ul> </li> <li>g. The Bidder must provide at least one reference from the client organization for each language course submitted. The contact information must include the reference's full name, email address and telephone number.</li> </ul> |  |  |
|--|--|--|--|

**POINT-RATED TECHNICAL CRITERIA**

| <b>Point-rated technical criteria (PRTC)</b> |  |  |   |
|--|--|--|---|
| <b>No.</b>                                   | <b>Point-rated technical criteria (PRTC)</b>   | <b>Scoring elements</b>  | <b>Bidder's response: please indicate the exact location in the bid where the reference documents can be found, including the document title and page and paragraph numbers</b> |
| <b>PRTC 1</b>                                | Points will be awarded for experience exceeding the experience required for mandatory technical criterion MTC2 for number of hours taught (combined hours) since 2016. | From 5,001 to 10,000 hours of demonstrated experience: 2 points<br><br>From 10,001 to 15,000 hours of demonstrated experience: 5 points<br><br>15,000 hours+ of demonstrated experience: 10 points<br><br>MAXIMUM OF 10 points |   |
|  |  | <b>Minimum points required</b>   | <b>2 points</b>   |
|  |  | <b>Maximum points available</b>  | <b>10 points</b>  |
|  |  | <b>Bidder's Overall score obtained</b>   | <b>/10</b>  |



## ATTACHMENT 2 TO PART 4 - PRICING SCHEDULE

### 1. Fees

The Bidder must complete the Pricing Schedule, set out below in Pricing Tables, and include it in its financial bid. As a minimum, the Bidder must respond to the Pricing Tables by including, in its financial bid, its firm all-inclusive prices, for each of the services identified for the contract period and each of the option periods identified below. The all-inclusive firm prices must be provided in Canadian dollars, Delivered Duty Paid (DDP) to destination. Canadian customs duties included, and Applicable Taxes extra.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this Pricing Schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The firm all-inclusive price includes all expenses associated with the virtual part-time group language training sessions, including but not limited to: delivery of virtual part-time group language training sessions, conduct of assessment for each learners prior to each terms, groups creation prior to each terms and progress reports for each learner after each terms, photocopying, network and Internet services and access fees, computers, software, technology upgrades, and all other related expenses.

**\*LEVEL OF EFFORT PRESENTED HEREIN IS USED FOR EVALUATION PURPOSES ONLY AND IT IS NOT A COMMITMENT BY CANADA.**

**\*\* FOR ANY ERRORS IN THE CALCULATION, THE FIRM ALL-INCLUSIVE HOURLY RATE AND FIRM ALL-INCLUSIVE UNIT PRICE SCHEDULE WILL BE UPHELD.**

### INITIAL CONTRACT PERIOD

| <b>PRICING TABLE 1: Date of Contract Award to March 31, 2023</b>                |   |   |   |
|---|---|---|---|
| <b>A</b>  | <b>B</b>                                | <b>C</b>  | <b>D = (BxC)</b>                                      |
| <b>Virtual part-time group language training sessions</b>                       | <b>All-inclusive Firm Hourly Rate**</b> | <b>Estimated quantity for evaluation purposes only*</b> | <b>Total Estimated Price (Applicable Taxes Extra)</b> |
| Delivery of virtual part-time group language training sessions for all learners | \$                                      | 3,564 hours   | \$  |
| Conduct the assessment of all learners  | \$                                      | 165 hours   |   |
| Groups creation   | \$                                      | 68 hours  |   |
| <b>Total Price for Pricing Table 1</b>  |   |   | <b>\$</b>   |

| <b>PRICING TABLE 2: Date of Contract Award to March 31, 2023</b> |  |   |   |
|--|--|---|---|
| <b>A</b>   | <b>B</b>                               | <b>C</b>  | <b>D = (BxC)</b>                                      |
| <b>Virtual part-time group language training sessions</b>        | <b>Firm All inclusive Unit Price**</b> | <b>Estimated quantity for evaluation purposes only*</b> | <b>Total Estimated Price (Applicable Taxes Extra)</b> |
| Learners' Progress Report (per learner)                          | \$                                     | 648   | \$  |
| <b>Total Price for Pricing Table 2</b>                           |  |   | <b>\$</b>   |



**OPTION PERIODS:**

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

**OPTION PERIOD 1**

| <b>PRICING TABLE 3: April 1, 2023 to March 31, 2024</b>                         |   |   |   |
|---|---|---|---|
| <b>A</b>  | <b>B</b>                                | <b>C</b>  | <b>D = (BxC)</b>                                      |
| <b>Virtual part-time group language training sessions</b>                       | <b>All-inclusive Firm Hourly Rate**</b> | <b>Estimated quantity for evaluation purposes only*</b> | <b>Total Estimated Price (Applicable Taxes Extra)</b> |
| Delivery of virtual part-time group language training sessions for all learners | \$                                      | 3,564 hours   | \$  |
| Conduct the assessment of all learners  | \$                                      | 165 hours   |   |
| Groups creation   | \$                                      | 68 hours  |   |
| <b>Total Price for Pricing Table 3</b>  |   |   | <b>\$</b>   |

| <b>PRICING TABLE 4: April 1, 2023 to March 31, 2024</b>  |  |   |   |
|--|--|---|---|
| <b>A</b>   | <b>B</b>                               | <b>C</b>  | <b>D = (BxC)</b>                                      |
| <b>Virtual part-time group language training session</b> | <b>Firm All inclusive Unit Price**</b> | <b>Estimated quantity for evaluation purposes only*</b> | <b>Total Estimated Price (Applicable Taxes Extra)</b> |
| Learners' Progress Report (per learner)                  | \$                                     | 648   | \$  |
| <b>Total Price for Pricing Table 4</b>                   |  |   | <b>\$</b>   |

**OPTION PERIOD 2**

| <b>PRICING TABLE 5: April 1, 2024 to March 31, 2025</b>                         |   |   |   |
|---|---|---|---|
| <b>A</b>  | <b>B</b>                                | <b>C</b>  | <b>D = (BxC)</b>                                      |
| <b>Virtual part-time group language training sessions</b>                       | <b>All-inclusive Firm Hourly Rate**</b> | <b>Estimated quantity for evaluation purposes only*</b> | <b>Total Estimated Price (Applicable Taxes Extra)</b> |
| Delivery of virtual part-time group language training sessions for all learners | \$                                      | 3,564 hours   | \$  |
| Conduct the assessment of all learners  | \$                                      | 165 hours   |   |
| Groups creation   | \$                                      | 68 hours  |   |
| <b>Total Price for Pricing Table 5</b>  |   |   | <b>\$</b>   |

| <b>PRICING TABLE 6: April 1, 2024 to March 31, 2025</b>  |  |   |   |
|--|--|---|---|
| <b>A</b>   | <b>B</b>                               | <b>C</b>  | <b>D = (BxC)</b>                                      |
| <b>Virtual part-time group language training session</b> | <b>Firm All inclusive Unit Price**</b> | <b>Estimated quantity for evaluation purposes only*</b> | <b>Total Estimated Price (Applicable Taxes Extra)</b> |
| Learners' Progress Report (per learner)                  | \$                                     | 648   | \$  |
| <b>Total Price for Pricing Table 6</b>                   |  |   | <b>\$</b>   |



**OPTION PERIOD 3**

| <b>PRICING TABLE 7: April 1, 2025 to March 31, 2026</b>                         |   |   |   |
|---|---|---|---|
| <b>A</b>  | <b>B</b>                                | <b>C</b>  | <b>D = (BxC)</b>                                      |
| <b>Virtual part-time group language training sessions</b>                       | <b>All-inclusive Firm Hourly Rate**</b> | <b>Estimated quantity for evaluation purposes only*</b> | <b>Total Estimated Price (Applicable Taxes Extra)</b> |
| Delivery of virtual part-time group language training sessions for all learners | \$                                      | 3,564 hours   | \$  |
| Conduct the assessment of all learners  | \$                                      | 165 hours   |   |
| Groups creation   | \$                                      | 68 hours  |   |
| <b>Total Price for Pricing Table 7</b>  |   |   | <b>\$</b>   |

| <b>PRICING TABLE 8: April 1, 2025 to March 31, 2026</b>  |  |   |   |
|--|--|---|---|
| <b>A</b>   | <b>B</b>                               | <b>C</b>  | <b>D = (BxC)</b>                                      |
| <b>Virtual part-time group language training session</b> | <b>Firm All inclusive Unit Price**</b> | <b>Estimated quantity for evaluation purposes only*</b> | <b>Total Estimated Price (Applicable Taxes Extra)</b> |
| Learners' Progress Report (per learner)                  | \$                                     | 648   | \$  |
| <b>Total Price Pricing Table 8</b>                       |  |   | <b>\$</b>   |

**OPTION PERIOD 4**

| <b>PRICING TABLE 9: April 1, 2026 to March 31, 2027</b>                         |   |   |   |
|---|---|---|---|
| <b>A</b>  | <b>B</b>                                | <b>C</b>  | <b>D = (BxC)</b>                                      |
| <b>Virtual part-time group language training sessions</b>                       | <b>All-inclusive Firm Hourly Rate**</b> | <b>Estimated quantity for evaluation purposes only*</b> | <b>Total Estimated Price (Applicable Taxes Extra)</b> |
| Delivery of virtual part-time group language training sessions for all learners | \$                                      | 3,564 hours   | \$  |
| Conduct the assessment of all learners  | \$                                      | 165 hours   |   |
| Groups creation   | \$                                      | 68 hours  |   |
| <b>Total Price for Pricing Table 9</b>  |   |   | <b>\$</b>   |

| <b>PRICING TABLE 10: April 1, 2026 to March 31, 2027</b> |  |   |   |
|--|--|---|---|
| <b>A</b>   | <b>B</b>                               | <b>C</b>  | <b>D = (BxC)</b>                                      |
| <b>Virtual part-time group language training session</b> | <b>Firm All inclusive Unit Price**</b> | <b>Estimated quantity for evaluation purposes only*</b> | <b>Total Estimated Price (Applicable Taxes Extra)</b> |
| Learners' Progress Report (per learner)                  | \$                                     | 648   | \$  |
| <b>Total Price Pricing Table 10</b>                      |  |   | <b>\$</b>   |

**Price of the bid – Subject to a limitation of expenditure:**

| Description                 | Firm Price |
|-----------------------------|------------|
| Total Price Pricing Table 1 |            |
| Total Price Pricing Table 2 |            |
| Total Price Pricing Table 3 |            |
| Total Price Pricing Table 4 |            |
| Total Price Pricing Table 5 |            |



---

|   |  |
|---|--|
| Total Price Pricing Table 6   |  |
| Total Price Pricing Table 7   |  |
| Total Price Pricing Table 8   |  |
| Total Price Pricing Table 9   |  |
| Total Price Pricing Table 10  |  |
| TOTAL TENDERED PRICE FOR EVALUATION PURPOSES (TAXES EXTRA) SUBJECT TO A LIMITATION OF EXPENDITURE<br>(Table 1 + Table 2 + Table 3 + Table 4 + Table 5 + Table 6 + Table 7 + Table 8 + Table 9 + Table 10) |  |



## 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25#integrity-provisions>), 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.

#### 5.1.2 COVID-19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

The Bidder must provide with its bid the COVID-19 vaccination requirement certification included in Attachment 1 to part 5 - Certification Required with the Bid.

### 5.2 Certifications Precedent to Contract Award and Additional Information

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



**5.2.1 Integrity Provisions – Required Documentation**

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

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder: \_\_\_\_\_

OR

Name of each member of the joint venture:

- Member 1: \_\_\_\_\_
- Member 2: \_\_\_\_\_
- Member 3: \_\_\_\_\_
- Member 4: \_\_\_\_\_

Identification of the administrators/owners:

| SURNAME | NAME | TITLE |
|---------|------|-------|
|         |      |       |
|         |      |       |
|         |      |       |
|         |      |       |
|         |      |       |



## 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 website](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#). (<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 Status and Availability of Resources

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

## 5.2.4 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.

## 5.2.5 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: 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.

| Professional fees | Amount |
|-------------------|--------|
| _____             | _____  |
| _____             | _____  |

### 5.2.6 Aboriginal Designation

Who is eligible?

- a) An Aboriginal business, which can be:
  - i) a band as defined by the Indian Act
  - ii) a sole proprietorship
  - iii) a limited company
  - iv) a co-operative
  - v) a partnership
  - vi) a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,



OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

- Our Company is NOT an Aboriginal Firm, as identified above.
- Our Company is an Aboriginal Firm, as identified above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Attachment 1 to Part 5 - COVID-19 MANDATORY VACCINATION CERTIFICATION FORM Required with the Bid

Please complete the required information in the document hereunder.

|  |  |   |   |  |
|--|--|---|---|--|
| Name of Representative (insert first and last name)  |  | Business/Company name   |   |  |
| <p>As the representative of the Proposal for or Contract with the Administrative Tribunals Support Service of Canada listed in the table below, I warrant and certify that all personnel, including any subcontracted personnel, that will provide on this Contract who access federal government workplaces within Canada will be:</p> <p>a) fully vaccinated against COVID-19<br/> b) subject to accommodation and mitigation measures as of November 15, 2021, that have been presented to and approved by Canada. This applies to personnel that are unable to be vaccinated due to a medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Right Act; until such time that Canada indicates that the mandatory vaccination requirements of the Government of Canada are no longer in effect<br/> c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract<br/> d) all personnel have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that our Business/Company has certified to their compliance with this requirement.</p> <p>I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada reserves the right to declare a bid non-responsive or to declare the Contractor in default if a certification is found to be untrue, whether made knowingly or unknowingly. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada may constitute a default under the (resulting) Contract.</p> |  |   |   |  |
| Title  |  |   |   |  |
| Telephone Number   |  | Email   |   |  |
| Date (YYYY-MM-DD)  |  | Signature   |   |  |
| I warrant and certify that our Business and/or Personnel:  |  |   |   |  |
| Procurement reference #  | (a) Will comply with the requirements <sup>1</sup> | (b) Requires accommodation <sup>2</sup><br><u>Please detail:</u><br>•the number of such personnel<br>•the impacted work locations<br>•the steps the contractor proposes to undertake to mitigate any associated risks (such as regular rapid testing) | (c) does not require access to any federal government workplaces <sup>3</sup> | (d) number of employees accessing an ATSSC workplace |
|  |  |   |   |  |

<sup>1</sup> While Canada reserves the right to ask for additional information at a later date to verify the certifications, please do not submit any personal information pertaining to your resources or employees including proofs of vaccination through this certification request. Canada reserves the right to request proof of vaccination from Supplier Personnel at any point during the Period/Term of the Contract without notice

<sup>2</sup> Please do not provide any personal information, such as the name of an affected personnel or any specifics about an individual's medical contraindications or religious grounds with Government of Canada contracting authorities.

<sup>3</sup> If Option (c) is selected, you warrant and certify that no personnel, including subcontractors and their personnel, will require any access to federal government workplaces for the performance of this Contract. This includes temporary access, such as the access required for in-office delivery, installation or repair of goods, equipment or supplies.



|  |
|--|
|  |
| Canada reserves the right to obtain additional verification information at any point during the contract period using the verification questions below.  |
| How are you making sure that the employees you are sending to a Government of Canada workplace are fully vaccinated?   |
| What is your process to validate the attestation provided to you by one of your employees?   |
| Do you provide accommodations beyond the Duty to Accommodate as required under the <a href="#">Policy on COVID-19 Vaccination for the Core Public Administration, Including the Royal Canadian Mounted Police?</a> |
| What is your vaccination policy?   |

Please do not submit any personal information pertaining to your resources or employees including proofs of vaccination through this certification request. Canada reserves the right to request proof of vaccination from Supplier Personnel at any point during the Period/Term of the Contract without notice.



## **PART 6 – SECURITY AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

There are no security requirements associated with this requirement.



## 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" and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_. **(to be completed at contract award)**

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

#### 7.2.1 General Conditions

2035 (2021-12-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

- As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Administrative Tribunals Support Service of Canada (ATSSC).

#### *Meaning of "Dispute"*

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

### 7.3 Security Requirements

There is no security requirement applicable to the Contract.

### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract Award to March 31, 2023 inclusive.



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

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (10) business 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 Comprehensive Land Claims Agreements (CLCAs)**

The Contract is not subject to any Comprehensive Land Claims Agreements.

#### **7.6 Authorities**

##### **7.6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Lucie Soulière  
Title: Procurement Advisor  
Organization: Administrative Tribunal Support Service Canada  
Address: 333 Laurier Avenue West 16<sup>th</sup> Floor Ottawa Ontario K1A 0G7  
Telephone: 343-542-5541  
Email address: [lucie.souliere@tribunal.gc.ca](mailto:lucie.souliere@tribunal.gc.ca)

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

##### **7.6.2 Project Authority (to be provided at contract award)**

The Project Authority for the Contract is:

Name:  
Title:  
Organization:  
Address:  
Telephone:  
Email 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.

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

Name:

Title:

Organization:

Address:

Telephone:

E-mail address

## 7.7 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.

## 7.8 Payment

### 7.8.1 Basis of Payment – Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex “B”, to a limitation of expenditure of \$ \_\_\_\_\_ (to be inserted at contract award). Customs duties are included, and Applicable Taxes are extra.

#### 7.8.1.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (to be inserted 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 percent committed, or
  - b. four (4) 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.

### 7.8.2 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.

### 7.8.3 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

### 7.9 Invoicing Instructions

Invoices shall be submitted using **one of the following methods:**

Email:

**(to be provided at Contract Award)**

**Note:** Attach "PDF" file. No other formats will be accepted

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.

- a. Each invoice must be supported by:
  - i. A copy of timesheets to support the time claimed;



- ii. A written attestation from at least one member of each group confirming that training was provided, as outlined in section 4.1.16 of Annex "A", Statement of Work.
- b. All groups must be covered under one single monthly invoice.
- c. Invoices must be distributed as follows:
  - i. On a monthly basis including all groups separately on the same invoice;
  - ii. Combined with respective timesheets with the group clearly indicated and attestations as outlined in section 4.1.16 of Annex "A", Statement of Work in one PDF document;

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall include the Contract number: \_\_\_\_\_ **(to be provided at Contract Award)**

## 7.10 Certifications and Additional Information

### 7.10.1 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.

### 7.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ **(to be inserted at contract award)**.

### 7.12 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 2035 (2021-12-02), General Conditions - Higher Complexity - Services;
- c) Annex "A", Statement of Work;
- d) Annex "B", Basis of Payment;
- e) the Contractor's bid dated \_\_\_\_\_ **(to be inserted at contract award)**.

### 7.13 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)



**OR**

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

Note to Bidders: Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.

#### **7.14 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.

#### **7.15 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after 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".



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## ANNEX "A" - STATEMENT OF WORK

### 1. Title

1.1 Virtual Part-Time Group Language Training

### 2. Objective

2.1 To support Administrative Tribunals Support Service of Canada (ATSSC) employees and tribunal members in developing or maintaining proficiency in both of Canada's official languages: French and English in accordance with the Qualification Standards in Relation to Official Languages. <https://www.canada.ca/en/treasury-board-secretariat/services/staffing/qualification-standards/relation-official-languages.html>. The virtual language training program will be delivered to learners with a wide range of preliminary capacity in their second official language. The expected outcome of the training is to attain or maintain A, B, C levels in reading, writing and oral proficiency.

### 3. Scope of Work

- 3.1. The requirement is to provide the ATSSC employees and tribunal members with tailored virtual group language training for up to 36 groups per term (up to 30 groups for French language training and up to 6 groups for English language training), from 1 to 6 learners per group and up to 33 hours of training per group, (on average, groups prefer two sessions per week, each 1.5 hours in duration), during the months of April to the end of July (spring/summer term), during the months of August to the end of November (fall term) and during the months of December to the end of March (winter/spring term).
- 3.2. The training should be tailored to a Government of Canada context, and designed to help prepare learners for second language testing while addressing requirements of the Public Service Commission second language exams.

### 4. Tasks

4.1. The Contractor must complete the following tasks:

- 4.1.1. Coordinate learners' assessment to establish groups based on their language proficiency (beginner / intermediate / advanced) and their learning goals (i.e. French or English, language assessment in reading, writing and oral, and by area of focus for the training (reading, writing and oral, or reading and writing only, or oral only, or maintenance of their level)
- 4.1.2. Coordinate with learners from each group to establish a training schedule that is agreed upon by all members of the group, for up to 33 hours of training in total during the (spring/summer term) or the (fall term) or the (winter/spring term), and to determine the videoconference platform that will be used, as agreed upon by each group member;
- 4.1.3. Offer a minimum of two (2) ninety (90) minutes teacher led session per week between Monday to Friday between 8am and 5pm (Eastern time) except federal statutory holidays. The Contractor must make all possible efforts to ensure a regular schedule for learners.
- 4.1.4. Use a videoconference platform (MS Teams or Zoom) that allows for visual sharing (i.e., videoconferencing, screen sharing, and electronic whiteboard) as well as audio for oral communication;



- 4.1.5. Host the online training for each group of learners;
- 4.1.6. Ensure the videoconference platform used offers no interruption (i.e. no time-out) for the length of each training session;
- 4.1.7. Test the use of the videoconference platform and rectify all technical issues, prior to any training session;
- 4.1.8. Ensure that all training sessions start on time without any technical difficulties;
- 4.1.9. Should technical problems occur during the session causing interruption beyond 10 minutes, the lost time due to technical difficulties shall be made up as agreed upon in writing between the learners and the Contractor/Instructor, otherwise this time shall be deducted from the time charged. The remaining time of this scheduled session may be cancelled at no charge to the ATSSC or rescheduled to a later date within the given current term as agreed upon in writing between the learners and the Contractor/Instructor at the sole discretion of the learners;
- 4.1.10. Should the session not start within 10 minutes of the scheduled training time, the session can be cancelled at no charge to the ATSSC at the sole discretion of the learners. The cancelled session may be rescheduled to a later date within the given current term as agreed upon in writing between the learners and the Contractor/ Instructor;
- 4.1.11. Provide the videoconference meeting link, and user ID and password (if applicable), to all learners at least 24 hours prior to a training session;
- 4.1.12. Provide a fully qualified, trained, and fluently bilingual (English and French) second language instructors to deliver training as outlined in section 5 below;
- 4.1.13. Ensure that each group is assigned one instructor who will remain the group's instructor for the duration of the current term unless an instructor is unavailable or if the group requests a different instructor in which case, the Contractor will assign another instructor with the equivalent qualifications.
- 4.1.14. Begin the very first training session for each group by sharing and explaining the curriculum and the objectives of the term;
- 4.1.15. Prepare a training curriculum for each new term for each group, to be implemented at the start of the second training session at the latest, identifying the training objectives, the material to be covered and the language functions to be worked on during session. The curriculum must be consistent with the group's target language, area of desired focus, and be at a level of advancement that is appropriate and in line with the groups' language assessment scores. The curriculum must also take into account the learning acquired during the previous terms within this contact;
- 4.1.16. Obtain on a monthly basis, a written attestation (electronic signature or email) from at least one member of each group confirming that training was provided as per the dates and hours listed on the attestation form or email, and submit the attestation to the Project Authority in the same PDF document as the invoice and timesheets;
- 4.1.17. Deliver training sessions as outlined in section 5 below.
- 4.1.18. At the end of each term, for each learner, the instructor must provide the Project Authority with a progress report and an assessment of the achievement of the objectives identified in the curriculum.



- 4.1.19. The Contractor is responsible for forming each of the groups based on learners' target language for training, i.e. French or English, language assessment in reading, writing and oral, and by area of focus for the training, i.e. reading, writing and oral, or reading and writing only, or oral only;

## 5. Deliverables

5.1. The Contractor must submit the following deliverables:

- 5.1.1. After assessing each learner, provide the list of groups including learners' name forming the group to the Project Authority.
- 5.1.2. Complete schedule for each group for the given term (i.e. the (spring/summer term) or the (fall term) or the (winter/spring term), including the date, time, and duration of each session, and the name of each group's teacher. This is to be submitted to the Project Authority prior to the first training session;
- 5.1.3. Outline of the curriculum for each group, to be sent to learners of each respective group after the first training session and before the second training session;
- 5.1.4. Course material that is relevant to the group's learning objectives and curriculum, to be sent electronically to each learner, in a format such as .PDF or MS Office (i.e. learner must be able to open the file), and provided to learners at least 1 business day before each scheduled session;
- 5.1.5. Delivery of virtual language training sessions to all groups, delivered virtually, using the group's agreed upon videoconference platform (MS Teams or Zoom), and as per the group's established and agreed upon schedule;
- 5.1.6. One monthly invoice covering all groups, a monthly timesheet for each group, and a monthly attestation from each group as outlined in section 4.1.16, submitted to the Project Authority once a month, combined in one PDF document;
- 5.1.7. At the end of each term, provide a progress report for each learner assessing the progress against the learning objectives to the Project Authority who will share those reports with the learners' manager.

## 6. Accessibility

6.1. Ensure that all material provided respect accessibility rules.

- 6.1.1. All images/objects/shapes have descriptive text, a caption, or are described in the surrounding text.
- 6.1.2. Animated content has an alternative or is described in text.
- 6.1.3. The use of text boxes is avoided where possible. If text boxes must be used, Text Wrap is set to In Line with Text.



6.1.4. The document is free of pictures of tables.

6.1.5. Provide the material in advance to allow participants to open or print it with the required accessibility tools.

## **7. Project Management**

7.1. The Project Authority is responsible for providing the Contractor with the details for each learner for the given term (i.e. names and email addresses of learners).

7.2. The Project Authority will provide the names of learners 10 days prior to the start date of each term to provide sufficient time to assess participants and create the groups.

## **8. Language of Work**

8.1. The Contractor must provide teachers who are fully fluent in the language being taught and must be sufficiently proficient in the other official language of Canada not being taught to ensure effective communication with the learners in their first official language when necessary.

## **9. Location of Work**

9.1. The work will be carried out virtually using the videoconferencing platform (MS Teams or zoom), as agreed for each group after Contract Award;

## **10. Cancellation**

10.1. If a session is cancelled by the ATSSC with at least 24 hours notice, session will not be subject to any cancellation fees. If a session is cancelled with less than 24 hours notice, a cancellation fee equivalent for the full class/session, shall be paid by the ATSSC.



**ANNEX "B" - BASIS OF PAYMENT**  
**(to be completed at contract award)**