



REQUEST FOR PROPOSAL (RFP)

Language Training

**Bid Submission Deadline:
April 19 2022 at 2:00 PM (EDT)**

Submit Bids

by E-Post Connect

or by fax at: 819-997-9776

Reference: CSA File No. **9F008-21-0526**

Note: Please read this Request for Proposal carefully for further details on the requirements and bid submission instructions.



April 7 2022



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PART 1 - GENERAL INFORMATION

1.1 Summary

The Canadian Space Agency is initiating a process to obtain French as a second language training services to support astronauts in maintaining their skills.

Work location

The work will be done at the astronauts' workplace

Travel

Travel expenses must be included in the hourly rate presented in Appendix B

Official languages

The contractor must be able to provide staffs that are able to communicate and draft documents in French.

Period of the Contract

From May 1st 2022 to Aril 30th 2023

Option to extend the Contract

The Contractor grants Canada the irrevocable option to extend the Contract Period for up to five (5) additional periods of one (1) year each, under the same terms and conditions.

1.2 Security Requirement

There are no security requirements for this requirement.

1.3 Trade Agreements

This need is not subject to a trade agreement.

1.4 The epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information."

1.5 Covid-19 Vaccination Requirement

This requirement is subject to the COVID-19 Vaccination Policy for Vendor Personnel. Failure to complete and provide the certification of the COVID-19 vaccination requirement as part of the bid will render the bid non-responsive. For additional information, refer to Part 5, Certifications and Additional Information.

1.6 Maximum Funding

The maximum funding for this contract will be \$60,000.00 for the total contract period including option years. Excluding applicable taxes. The disclosure of the maximum funding available does not commit Canada to paying this amount.



1.7 Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.



PART 2 - BIDDER INSTRUCTIONS

Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for proposal (RFP) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) 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 this bid solicitation and accept the clauses and conditions of the resulting contract.

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

2.1 Submission of Bids

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

Bids must be submitted ONLY TO:

- ❖ By the epost Connect service: <https://www.canadapost.ca/cpc/en/business/postal-services/digital-mail/epost-connect.page>

Epost connect service information: Section 08 (2020-05-28) - Transmission by epost Connect of document **2003 (2020-05-28)** – Standard Instructions - Goods or Services - Competitive Requirements
[Section 1.2003 - Standard Instructions - Goods or Services - Buyandsell.gc.ca](#)

Or

By

- ❖ Fax at: 819-997-9776

at the date, time and place indicated on the front page of this bid solicitation.

DO NOT COPY THE CONTRACTING AUTHORITY

2.2 Enquiries - Bid Solicitation

All enquiries must be submitted **BY E-MAIL ONLY** to the Contracting Authority julie.merciery@asc-csa.gc.ca **no later than two (2) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

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



2.3 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **PROVINCE OF QUEBEC**.

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.

2.4 Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

2.5 Recourse for suppliers with respect to the Procurement Process

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. There are several mechanisms available to suppliers to address concerns they may have related to federal government procurement, such as: the Office of the Procurement Ombudsman (OPO), the Canadian International Trade Tribunal (CITT), the Competition Bureau, and before the Federal Court of Canada and any of Canada's provincial superior courts. Regardless of the forum to which a supplier brings a complaint, there are strict timelines for filing complaints. Additional information is available on the Canadian Purchasing and Sales website at www.achatsetventes.gc.ca under the "Supplier Complaint Process" tab.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- ❖ **Section I:** Technical Bid
- ❖ **Section II:** Financial Bid
- ❖ **Section III:** Certifications

PWGSC National Capital Region: The only acceptable facsimile number for responses to bid solicitations issued by PWGSC Headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. Prices must not be quoted in any other section of the bid.

Prices must appear in the financial offer only.

No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid.

❖ If Submitted by Fax :

- a. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid by facsimile, including, but not limited to, the following:
 - I. receipt of a truncated, corrupt or incomplete bid
 - II. the availability or condition of the receiving fax equipment
 - III. Incompatibility between transmitting and receiving equipment
 - IV. delay in the transmission or receipt of the offer
 - V. failure of the bidder to correctly identify the bid
 - VI. illegibility of the offer; or
 - VII. the security aspect of the data presented.
- b. A faxed bid constitutes the Bidder's formal offer and must be submitted in accordance with Section 05.

❖ **If Submitted by** epost Connect service: <https://www.canadapost.ca/cpc/en/business/postal-services/digital-mail/epost-connect.page>

Connect to epost

- a. one. Unless otherwise specified in the solicitation, bids may be submitted using the Epost Connect service provided by Canada Post Corporation.
 - I. PWGSC National Capital Region: The only acceptable e-mail address to be used with epost Connect for responses to bid solicitations issued by PWGSC headquarters is: the address indicated in the bid solicitation.
 - II. PWGSC Regional Offices: The only acceptable e-mail address to be used with epost Connect for responses to bid solicitations issued by PWGSC regional offices is the one indicated in the bid solicitation.
- b. To submit a bid using the epost connect service, the bidder must:



- I. Send its bid directly to the PWGSC Bid Receiving Unit only, using its own Canada Post Corporation licence agreement for epost Connect; or
 - II. Send as soon as possible, and in any case at least six business days prior to the solicitation closing date and time (to ensure a response), an e-mail that includes the solicitation number to the specified PWGSC Intake Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after this date may not receive a response.
- c. If the Bidder sends an e-mail requesting the epost Connect service to the Bid Receiving Unit specified in the bid solicitation, then an agent from the Bid Receiving Unit will initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation inviting the bidder to access and respond to the message in the conversation. The Bidder will then be able to submit their bid thereafter at any time prior to the closing date and time of the Invitation.
 - d. If Bidder is using its own license agreement to send its bid, Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
 - e. The solicitation number must be included in the epost Connect message field of all wire transfers.
 - f. Please note that a Canadian mailing address is required to use the epost Connect service. If a Bidder does not have a Canadian mailing address, the Bidder may use the Bid Receiving Unit address provided in the Bid Solicitation to register for the epost Connect service.
 - g. For bids transmitted via the epost connection service, Canada will not be responsible for any defects attributable to the transmission or receipt of the bid, including, but not limited to, the following:
 - I. receipt of a truncated, corrupted or incomplete Bid
 - II. the availability or status of the epost Connect service
 - III. incompatibility between sending and receiving equipment
 - IV. delay in transmission or receipt of the bid
 - V. failure of the bidder to properly identify the bid;
 - VI. illegibility of the bid;
 - VII. security of bid data; or,
 - VIII. failure to create an electronic conversation using the epost Connection service.
 - h. The Bid Receiving Unit will send an acknowledgement of receipt of the bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the vendor using its own license or by the Bid Receiving Unit. This acknowledgement will only confirm receipt of the Submission Document(s) and will not confirm whether the attachments can be opened or whether the content is readable.
 - i. Bidders must ensure that they use the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or when communicating with the Bid Receiving Unit and must not rely on the accuracy of the copy and paste of the email address into the epost Connect system. .
 - j. A bid transmitted through the epost Connect service constitutes the Bidder's official bid and must be submitted in accordance with Section 05

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements.

Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.



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

Section II: Financial Bid

Bidders must submit the sum of the applicable direct and indirect costs which are, or must be reasonably and properly incurred and/or allocated, in the performance of the Contract, less any applicable credits. These costs must be determined in accordance with the Contractor's cost accounting practices as accepted by Canada and applied consistently over time.

Bidders should review Contract Cost Principles 1031-2 - <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/1031-2/6> for a description of allowable costs.

Bidders must submit their financial bid in accordance with the Basis of Payment and the **Annex B** - Pricing. The total amount of Goods and Services Tax must be shown separately, if applicable.

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

Technical Evaluation

4.1.1 Mandatory Technical Criteria

The Bidder must comply with the following Mandatory Requirements and provide the necessary documentation to support compliance.

Any Bid which fails to meet all the following Mandatory Requirements will be declared non-responsive. Each requirement is requested to be addressed separately.

Table #1 Mandatory Technical Criteria

Article Number	Mandatory Technical Criteria	Pass	Fail
MTC1	<p>Tutors proposed by the bidder must hold a :</p> <ul style="list-style-type: none"> - University degree in a discipline relevant to the assignment; such as, but not limited to, linguistics, translation, education, literature, communications or journalism. (high school diploma for USA) - OR - University certificate relevant to the mandate, such as, but not limited to, linguistics, translation, education, literature, communications or journalism. <p>To be valid, any university certificate must be for a one year or two-term/semester program. The bidder must provide a legible copy of the university diploma and/or university certification in English or French with their bid.</p>		
MTC2	<p>The proposed Tutor must have a minimum of 800 hours of face-to-face or virtual coursework.</p> <ul style="list-style-type: none"> - Provide information in a resume indicating: <ul style="list-style-type: none"> - Location - The dates - Provide the name of at least 1 referee with contact information. <p>During the evaluation, reference statements for which the reference cannot be contacted within ten (10) working days will also be considered invalid.</p>		
MTC3	<p>Bidder must be in the vicinity of 20KM of the: Jonson Space Center Building 2101 E Nasa</p>		



	Pkwy, Houston, TX 77058, USA For validation purposes, the company's address shall be clearly indicated on the bid.		
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4.2 Basis of Selection

To be declared responsive, a bid must:

- a. comply with all requirements of the solicitation;
- b. meet all mandatory technical evaluation criteria; and
- c. provide all documents requested in Part 3 BID PREPARATION INSTRUCTIONS - Section 1 Technical Submission and those described in Table #1 above.

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



PART 5 - CERTIFICATIONS

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 Certification – Contract

SACC Manual Clause [A3015C \(2014-06-26\)](#)

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

5.2 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 with FPS, bidders must provide the information required below before contract award.

5.2.1 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.

5.2.2 Former Public Servant in Receipt of a Pension

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

Yes () No ()

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

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

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

5.2.3 Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

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

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

5.3 Ineligibility and Suspension Policy

Bidders, offerors or suppliers certify to the following when submitting a bid:

- ❖ they have read and understand the **Ineligibility and Suspension Policy**; <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>



- ❖ they understand that certain domestic and foreign criminal charges and convictions, and other circumstances, will or may result in a determination of ineligibility or suspension;
- ❖ they are aware that Canada may request additional information, certifications and validations for the purposes of making a determination of ineligibility or suspension;
- ❖ they have provided a list of all foreign criminal charges and convictions;
- ❖ none of the domestic criminal offences and other circumstances described in the Policy applies to them, their affiliates and their first tier subcontractors; and
- ❖ they are not aware of a determination of ineligibility or suspension that applies to them.

5.4 Integrity Provisions – List of Names

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. (See Annex E - Integrity Form).

- ❖ Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- ❖ See Annex E - Integrity Form.
- ❖ Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.5 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.

5.6 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.

5.7 Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information <https://srisupplier.contractsCanada.gc.ca/>.



For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

Procurement Business Number (PBN): _____

5.8 COVID-19 vaccination requirement certification

SACC Manual Clause [A3081T](#) (2021-11-29)

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. **(See Annex F - Certification of COVID-19 Vaccination Requirement)**

5.9 Certification – Bid

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive

CERTIFICATION SIGNATURE

We hereby certify compliance with the above noted certification requirements for:

- 5.1 Certification – Contract
- 5.2 Former Public Servant
- 5.3 Ineligibility and Suspension Policy
- 5.4 Integrity Provisions – List of Names
- 5.5 Status and Availability of Resources
- 5.6 Education and Experience
- 5.7 Procurement Business Number
- 5.8 COVID-19 Vaccination Requirement Certification
- 5.9 Certification - Bid

Signature

Date

Name (print or type) of person authorized to sign on behalf of the Organization

Phone : _____

E-Mail : _____



PART 6 - RESULTING CONTRACT CLAUSES

6.1 Priority of Documents

The documents specified below will form part of and will be incorporated into the Contract. If there is a discrepancy between the wording of any documents which appear on the list, the wording of the document which first appears shall prevail over the wording of any document which subsequently appears on the list.

- the Articles of Agreement;
- Annex A - Clauses and Conditions
- Annex B - Basis of payment
- Annex C - Statement of Work;
- Annex D - Performance Evaluation
- the Contractor's proposal dated _____

6.2 Statement of Work

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

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 issued by Public Works and Government Services Canada. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

6.3.1 General conditions

2010B (2021-12-02), Professional services (medium complexity)
[Section 3.2010B - General Conditions - Professional Services \(Medium Complexity\) - Buyandsell.gc.ca](#)

6.4 Security Requirements

There are no security requirements for this requirement.

6.5 Term of Contract

From May 1st 2022 to April 30th 2023

6.5.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by an additional five **(5) years period** under the same terms and 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 appendix B Basis of Payment.

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



6.6 Basis of Payment - Limitation of expenditure

For the Work described the Statement of Work in Annex C,

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B to a limitation of expenditure of (amount to be recorded when the contract is issued \$) Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

- 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.

- 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 Reimbursement of Travel and Living Expenses

Travel expenses must be included in the hourly rate presented in Appendix B

6.8 Methods 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.

6.9 Invoicing Instructions

- a. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- b. Invoices must show:
 - ❖ the date,
 - ❖ the name
 - ❖ address of the client/department,
 - ❖ item or reference numbers,



- ❖ deliverable/description of the Work,
 - ❖ contract number,
 - ❖ Client Reference Number (CRN)
 - ❖ Procurement Business Number (PBN)
 - ❖ financial code(s);
- c. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- d. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.
- e. Invoice must be submit

BY EMAIL: facturation-invoicing@canada.ca
CANADIAN SPACE AGENCY
9F008– FINANCIAL SERVICES

AND One (1) copy must be forwarded to the Project Authority

6.10 Electronic Payment of Invoices

The Government of Canada is phasing out paper cheques in favour of Direct Deposit for all payments issued by the Receiver General. Direct Deposit is a secure and reliable method of receiving payment, eliminating the risk of lost or stolen cheques. You will find all the information to enrol in direct deposit with Canadian Space Agency at : <http://www.asc-csa.gc.ca/eng/forms/vendor-direct-depot-form.asp>

6.11 Applicable Laws

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

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.

6.12 Contracting Authority

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.

6.13 Project Authority

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



6.14 Technical Authority (TA)

Name: TBD
Title: Senior Engineer, Project Management
Space Utilization
Canadian Space Agency
Address: 6767, Route de l'Aéroport
St-Hubert, Québec, J3Y 8Y9
Telephone: (450) 926-
E-Mail: [@gc.ca](#)

The Technical Authority (TA) is the Contractor's point-of-contact for all matters concerning the technological content of the work under this Contract. The TA is responsible for recommending for approval the technical progress of the work conducted under this contract. Any proposed changes to the scope of the work or otherwise are to be discussed and agreed with the Project Authority, but any resultant changes can only be authorized by a contract amendment issued by the Contracting Authority.

6.15 Contractor's Representative

Name:
Contractor:
Telephone:
E-Mail:

6.16 Performance Evaluation

Contractor shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by the Government of Canada. Should the Contractor's performance be considered unsatisfactory more than once, the Contractor's bidding privileges on future work may be suspended for a period of 18 months or 36 months.

Contractor Performance Evaluation Report Form is used to record the performance. See ANNEX D.

6.17 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.

6.18 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.

6.19 Recourse for suppliers with respect to the Procurement Process

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. There are several mechanisms available to suppliers to address concerns they may have related to federal government procurement, such as: the Office of the Procurement Ombudsman (OPO), the Canadian International Trade Tribunal (CITT), the Competition Bureau, and before the Federal Court of Canada and any of Canada's provincial superior courts. Regardless of the forum to which a supplier brings a complaint,



there are strict timelines for filing complaints. Additional information can be found at Canada's Buy and Sell website at www.buyandsell.gc.ca under the heading "Supplier Dispute Management Process".

6.20 Dispute Resolution Services

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

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

6.20.1 Contract Clauses

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

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



ANNEX “B”

Basis of Payment

Pricing



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

The Bidder should complete this pricing schedule and include it in its financial bid.

The rates listed below, when submitted by the bidder, include the total estimated cost of all expenses that may be incurred to provide the language training services on an as-needed basis.

The hourly rates will be multiplied by an estimated number of annual hours (for evaluation purposes only) and summed to obtain the total estimated expense.

300 estimated hours per year X 6 years = Total cost (financial proposal)

Firm Hourly Rates including Travel The Contractor shall be paid firm hourly rates as follows, for work performed under the Contract	Hourly Rate	Estimated number of hours (for evaluation purposes only)	Total
From May 1st 2022 to April 30th 2023	_____ \$/hour	300	
Option Year #1 From May 1st 2023 to April 30th 2024	_____ \$/hour	300	
Option Year #2 From May 1st 2024 to April 30th 2025	_____ \$/hour	300	
First Option Year #3 From May 1st 2025 to April 30th 2026	_____ \$/hour	300	
Option Year #4 From May 1st 2026 to April 30th 2027	_____ \$/hour	300	
First Option Year #5 From May 1st 2027 to April 30th 2028	_____ \$/hour	300	
Total cost of the financial proposal for evaluation purposes:			\$
TPS/TVQ if applicable			\$
TOTAL			\$



ANNEX C

STATEMENT OF WORK (SOW)



INTRODUCTION:

Three Canadian astronauts (Jenni Sidey-Gibbons, Joshua Kutryk and Jeremy Hansen) are currently assigned to the Johnson Space Center (JSC) in Houston, Texas. They live in Houston and are receiving pre-assignment training at the JSC while awaiting their mission assignment. This training does not include French language training, yet our astronauts must be able to communicate effectively in both official languages. When astronauts communicate with the Canadian public at outreach events, especially when they are working to inspire youth, they must be able to speak about their work, training and missions in both official languages.

OBJECTIVES:

To obtain language training services a language school located near the JSC, whose instructors are proficient in the technical language of human spaceflight. The reason for the in-person sessions is to allow the astronauts and instructors to use the many training facilities and mock-ups at the JSC as conversation topics so that the astronauts can learn the technical language and be immersed in the space theme during the lessons. and put together a quality proposal.

SCOPE:

One to six sessions per week depending on needs

TRAVEL:

We need a company that offers French classes, with offices in Houston, close to the JSC (**CTO3, Table #1**) and is able to provide in-person French classes. Distance sessions are acceptable given the pandemic situation, but in-person sessions should be the norm. Travel costs must be included in the hourly rates presented in **Appendix B**

CONSTRAINTS:

- The resource will need to have access to the site to deliver the training in person.
- The proposed tutor must be flexible in his or her availability given the astronauts' schedule constraints.

CLIENT SUPPORT:

No specific material is offered by the client, the company will have to have its own didactic material according to the needs.



ANNEX D

Performance Evaluation Report



Contract #:		
Contractor's Name:	Award Amt:	Award Date:
Contractor's Address:	Final Amt:	End Date:
	Total Spent:	
	TA Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Description of Work:	Amendment History:	
Client Department:		
Project Authority	Procurement Authority	PWGSC Contracting Authority
Name:	Name:	Name:
Telephone #:	Telephone #:	Telephone #
e-mail:	e-mail:	e-mail:
<p>1. How do you rate the Contractor's overall performance?</p> <p><input type="checkbox"/> below expectations <input type="checkbox"/> as expected <input type="checkbox"/> above expectations</p> <p>2. Resources</p> <p>a. Did the Contractor provide the resources as identified in their Proposal? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>b. Did the Contractor's resources conduct their work in a professional manner? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>c. Were replacement resources required? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Replacement Resources</p> <p>a. Did the Contractor's request to replace the resources immediately after Contract Award? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>b. Did the Replacement Resources meet the requirements of the RFP? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>c. How many times were the Contractor's resources replaced? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>4. Was the Contract completed within the predetermined:</p> <p>a. Time Estimate? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>b. Cost Estimate? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>5. Were the required Reports and Deliverables:</p> <p>a. In conformity with the Scope & Tasks of the SOW <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>b. Received in the specified time frame? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>6. Contract Management</p> <p>a. Did the Contractor deal with performance issues in a timely basis? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>b. Did the Contractor submit the invoices in accordance with the Invoicing Instructions? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>c. Did the Contractor submit the invoices in accordance with the Basis of Payment? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>d. Did the Contractor submit the invoices in accordance with the Method of Payment? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>e. Did the Contractor respond to every TA Request? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>f. Did the Contractor properly respond to every TA Request? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>7. Remarks</p>		



ANNEX E

INTEGRITY FORM

**To be included with certifications
(Section III : Certifications):**



Dénomination complète de l'entreprise / Complete Legal Name of Company	
Adresse de l'entreprise / Company's address	
NEA de l'entreprise / Company's PBN number	
Numéro de l'appel d'offre / Request for proposal's number	
Membres du conseil d'administration (Utilisez le format – Prénom, Nom Board of Directors (Use format – First name, Last name	
1. Membre / Director	
2. Membre / Director	
3. Membre / Director	
4. Membre / Director	
5. Membre / Director	
6. Membre / Director	
7. Membre / Director	
8. Membre / Director	
9. Membre / Director	
10. Membre / Director	
Autres Membres / Other members:	
Commentaires / Comments	



ANNEX F

COVID-19 Vaccination Requirement Certification



COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of
 _____ (*name of business*) pursuant to
 _____ (*insert solicitation number*), warrant and certify that
 all personnel that _____ (*name of business*) will provide on
 the resulting Contract who access federal government workplaces where they may come into
 contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication,
 religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to
 accommodation and mitigation measures that have been presented to and approved by
 Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19
 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been
 notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination
 Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to
 their compliance with this requirement.

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 will declare a contractor in
 default, if a certification is found to be untrue, whether made knowingly or unknowingly, during
 the bid or contract period. Canada reserves the right to ask for additional information to verify
 the certifications. Failure to comply with any request or requirement imposed by Canada will
 constitute a default under the Contract.

Signature: _____

Date: _____



Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.