

5. Incorporated Schedules and Forms

In addition to the main body of this RFP, the following schedules and information are incorporated by reference for the following purposes:

Goods and Services Requirements:	See <u>Schedule "A"</u> (Statement of Work)
Evaluation and Selection:	See the main body of this RFP and: <ul style="list-style-type: none"> • <u>Schedule "B"</u> (Evaluation and Selection Process) • <u>Schedule "C"</u> (Technical Offer Requirements and Evaluation) • <u>Appendix "C-1"</u> (Technical Offer Submission Form) • <u>Appendix "C-2"</u> (Technical Offer) • <u>Schedule "D"</u> (Financial Offer Requirements and Evaluation) • <u>Appendix "D-1"</u> (Financial Offer Submission Form) • <u>Appendix "D-2"</u> (Financial Offer)
Required Forms:	See the main body of this RFP and <u>Schedule "E"</u> (Required Forms)
Form of Agreement:	See this RFP and <u>Schedule "F"</u> (Form of Professional Services Agreement)
Term of Agreement:	Initial Term: Three years Option Periods: Two additional option periods of one year each

6. Requests for Clarification

1. Any request for clarification of the contents of, or interpretation, correction, or questions or concerns relating to this RFP should:
 - i) be made in writing prior to the Deadline for Submission of Questions
 - ii) be addressed only to the Procurement & Contracting Advisor named above
 - iii) list the RFP number in the subject line; and
 - iv) be addressed by electronic mail to the Proposal Delivery Address.
2. Answers to any requests will be made available as written addenda to this RFP.
3. Any attempt by a bidder or any of its employees, agents, contractors or any other representatives to contact any person at CDIC other than the Procurement & Contracting Advisor, or to contact the Procurement & Contracting Advisor other than in writing regarding this RFP, may in CDIC's sole and absolute discretion, result in the bidder's disqualification and the rejection of its proposal.
4. Nothing in this RFP limits CDIC's right, in its sole and absolute discretion, for which CDIC shall have no obligation, to communicate with any bidder regarding any matter in the normal course of business from any contractual relationship for the provision of any other or similar goods or services independently of this RFP.
5. It is the sole responsibility of a bidder to avail itself of any information it may require, obtain any clarification of the requirements or other matters in this RFP and make their own investigations, projections and conclusions prior to submitting a proposal.

7. Proposal Delivery

1. Proposals must be received at the Proposal Delivery Address no later than the Deadline for Proposals with the time of delivery confirmed by a CDIC authorized representative. It is the bidder's responsibility to ensure that the proposal is delivered by the Deadline for Proposals at the Proposal Delivery Address. For proposals received by e-mail, the time of delivery shall be the time the e-mail is received in the inbox of the email address provided as the Proposal Delivery Address.
 2. Proposals received after the Deadline for Proposals may be deemed to be non-compliant and may not be given further consideration. CDIC may, in its sole and absolute discretion, accept a proposal delivered to the Proposal Delivery Address after the Deadline for Proposals if CDIC deems it to be in CDIC's best interests and the bidder demonstrates to CDIC's satisfaction that the proposal:
 - i) would have been delivered to the above address by no later than the Deadline for Proposals but for circumstances beyond the bidder's control; and
 - ii) would not otherwise confer a substantive advantage on the bidder if accepted by CDIC.
 3. CDIC may only accept proposals submitted at the Proposal Delivery Address on the first page of this RFP. Proposals submitted by another means or at any other physical location (as applicable) may be deemed by CDIC to be non-compliant and rejected.
 4. Bidders may, in writing, revoke amend and/or re-submit a proposal at any time up to the Deadline for Proposals. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace. Bidders may, in writing, revoke a proposal at any time (even after the Deadline for Proposals).
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8. Proposal Format

1. Proposals are to be submitted in electronic format in either English or French to the Proposal Deliver Address as follows:
 - a) arranged so that,
 - i. the "**Technical Offer**", responding to the technical requirements set out in Schedule "C" (Technical Offer Requirements and Evaluation); and
 - ii. the "**Financial Offer**", responding to the financial requirements set out in Schedule "D" (Financial Offer Requirements and Evaluation)

shall be submitted in two (2) separate attachments to the email

It is possible due to file size that the proposal may not be received. The maximum file size which CDIC is able to receive via email is 20 MB, It is highly recommended to contact the Procurement and Contracting Advisor by a separate email to the Proposal Delivery Address to advise that the proposal has been sent and confirm CDIC's receipt.

9. Required Documents

1. Bidders should include with their proposal any forms listed in Schedule "E" (Required Forms).
2. Where a bidder fails to include any of the forms listed in Schedule "E" (Required Forms) in its proposal, CDIC may, in CDIC's sole and absolute discretion (but provided that it treats all bidders in the same manner):

- i) require the submission of such documents within a prescribed timeframe satisfactory to CDIC; and
 - ii) reject or refuse to consider any proposal from a bidder who fails to comply with any such submission requirement.
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10. Evaluation and Selection

Proposals will be evaluated in accordance with Schedule "B" (Evaluation and Selection Process).

The successful bidder(s) will be notified via email to the contact person at the email address provided by the bidder in Appendix "C-1" – Technical Offer Submission Form.

Following the award of an agreement(s) resulting from this RFP, CDIC will inform unsuccessful bidders of the results.

11. CDIC's Reserved Rights

Notwithstanding anything to the contrary in this RFP, CDIC reserves the right in its sole and absolute discretion to exercise any or all of the following rights, alone or in combination with each other, to:

1. Evaluate or accept proposal(s):
 - i) which in CDIC's sole and absolute discretion substantially comply with the requirements of this RFP; or
 - ii) in whole or in part without negotiations.
2. Enter into negotiations with:
 - i) any or all bidders on any or all aspects of their proposal, to ensure CDIC's operational requirements are met and to promote best value
 - ii) any or all bidders, or any prospective persons or entities capable of delivering the required services but who may not have submitted a proposal in response to this RFP in the event, in CDIC's sole and absolute discretion, no proposals meet the requirements of this RFP; or
 - iii) tied bidders in the event of a tie between two (2) or more bidders.
3. Conduct a best and final offer process:
 - i) with any or all bidders in which bidders are invited to revise their financial offers in circumstances where CDIC deems it appropriate in CDIC's sole and absolute discretion.
4. Cancel, modify, re-issue or suspend:
 - i) any aspect of this RFP, in whole or in part, at any time, for any reason
 - ii) the schedule for this RFP, including without limitation the Deadline for Proposals stated above and any other activity or date stipulated in this RFP, in whole or in part, at any time, for any reason; or
 - iii) this RFP in its current or modified form and invite proposals from only the bidders who submitted proposals in response to this RFP where to do so is deemed, in CDIC's sole and absolute discretion, to be in CDIC's best interests.
5. Seek clarification, validate or take into account:

- i) independently or with the help of the bidder, any or all information provided by the bidder with respect to this RFP and, for this purpose, disclose any or all information provided by the bidder to a third party, subject to CDIC obtaining appropriate assurances of confidentiality from those third parties.
6. Reject or refuse to consider any proposal (or otherwise exclude a bidder that submitted any proposal):
 - i) if, in CDIC's sole and absolute discretion, it fails in any material respect to comply with the requirements of this RFP
 - ii) containing false, misleading or misrepresented information
 - iii) in the event any matter causes or is likely to cause, in CDIC's sole and absolute discretion, a conflict of interest in relation to the selection of any proposal
 - iv) from a bidder who colludes with one or more other bidder(s) in the preparation of any proposal
 - v) from a bidder who fails to cooperate with CDIC in any attempt by CDIC to clarify or validate any information provided by the bidder or who fails to provide accurate and complete documentation as directed by CDIC
 - vi) from a bidder against whom economic sanctions have been imposed by the Government of Canada
 - vii) from a bidder with whom CDIC has previously terminated an agreement for any reason, or currently has a commercial or legal dispute that, in CDIC's sole and absolute discretion, would impair CDIC's ability to enter into the productive business arrangement contemplated by this RFP
 - viii) from a bidder failing to have the capacity to contract with CDIC, or Her Majesty, or both
 - ix) if deemed by CDIC, in its sole and absolute discretion, as necessary to safeguard Canada's security interests or if the bidder is prohibited from receiving any benefits under an agreement between Her Majesty and any other person by virtue of Section 750(3) of the *Criminal Code of Canada*
 - x) from a bidder on any of the following grounds if there is supporting evidence: (i) bankruptcy or insolvency; (ii) false declarations; (iii) significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts; (iv) final judgments in respect of serious crimes or other serious offences; (v) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the bidder; or (vi) failure to pay taxes
 - xi) if, in CDIC's sole and absolute discretion, it contains a mathematical error(s) that results in any discrepancy, inconsistency, vagueness, ambiguity, uncertainty or conflict related to prices.
7. Award:
 - i) one or more agreements in connection with this RFP.
8. Waive:
 - i) irregularities, informalities, non-conformity, non-compliance, omissions and defects in any proposal where, in CDIC's sole and absolute discretion, they do not materially affect the ability of the bidder to provide the goods or services required by this RFP.
9. Correct:
 - i) Mathematical errors in Financial Offers.

The exercise of any of the above rights or sub-rights of CDIC shall not be a waiver or limit the right of CDIC to exercise any other rights.

12. Limitation of Liability

1. By submitting a proposal, the bidder acknowledges and agrees to the requirements of this Section 12.
 2. The bidder acknowledges and agrees that in no event shall CDIC, its employees, officers, directors, consultants and advisors be liable or responsible for:
 - i) any damages, including without limitation direct, indirect, consequential, incidental, general, special or exemplary damages, any economic losses, any lost profits, opportunities, expenses, costs or any other losses arising out of, in connection with, or in any way related to, any bidder's participation in this RFP or any acts, omissions or errors, including negligence of CDIC, its employees, officers, directors, consultants and advisors; or
 - ii) any actions of any bidder in relation to CDIC, or another bidder, or any third party, in receiving and responding to this RFP.
 3. Without limiting the above, expenses or costs incurred by any bidder in any way related to or associated with this RFP, including without limitation the preparation, submission or evaluation of proposals, the provision of information to CDIC or CDIC's authorized representative for a determination of any bidder's technical, managerial or financial capabilities, any expenses related to travel or other costs related to the presentation stage (if applicable), and the satisfaction, fulfillment or completion of any conditions precedent to any agreement with CDIC to deliver the goods and services required by this RFP, are a bidder's sole responsibility and may not be charged to CDIC in any way.
 4. Without limiting any rights CDIC may reserve elsewhere in this RFP or may have otherwise at law, CDIC may, in its sole and absolute discretion, elect to exercise its sole and absolute discretions pursuant to this RFP, without any liability or obligation to any bidder.
 5. If any bidder is determined by a court or trade tribunal of competent jurisdiction to be entitled to compensation arising from this RFP or for the actions of CDIC, its employees, officers, directors, consultants or advisors in relation to this RFP, including without limitation any exercise of CDIC's sole and absolute discretion bidders expressly acknowledge and agree by submitting a proposal that the total maximum compensation for, without limitation, any and all damages, economic losses, profits, opportunities, expenses, costs, or other losses, either individually or cumulatively, is limited to one thousand dollars (\$1,000.00 CAD).
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13. Governing Law

This RFP is governed by and construed in accordance with the laws in force in the Province of Ontario, Canada and, subject to the jurisdiction of the Canadian International Trade Tribunal, Ontario courts have exclusive jurisdiction to hear any disputes under this RFP.

14. Resulting Agreements

1. The resulting agreement will include:
 - i) the Statement of Work (attached to this RFP as Schedule "A" (Description of Services)
 - ii) the form of agreement attached to this RFP as Schedule "F" (Form of Professional Service Agreement)

- iii) any other RFP document CDIC deems appropriate to include as part of the resulting agreement(s); and
 - iv) the documents submitted with the successful proposal, except to the extent otherwise agreed following negotiations, if any.
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15. Debriefing

After notification of the results of the RFP process, bidders may request a debriefing. Bidders should make the request to the Procurement and Contracting Advisor within fifteen (15) business days of receipt of the notification. The debriefing may be in writing, by telephone or in person.

16. Disclaimer

CDIC makes no representation or warranty as to the accuracy or completeness of any information provided by it in connection with this RFP and disclaims all express and implied representations, warranties, and conditions in connection with this RFP. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders the general scope of the Services. Bidders should make their own investigations, projections and conclusions. Bidders should consult their own advisors to verify independently the information contained in this RFP and to obtain any additional information that they may require, prior to submitting a proposal.

17. No Assumptions or Conditions

All prices contained in the Financial Offer shall be fixed prices and not subject to change after award of an agreement due to incorrect assumptions or conditions made by any bidder, whether or not these conditions or assumptions are stated in the bidder's proposal. To the extent a bidder requires additional information in order to provide fixed prices; the bidder should seek clarifications from CDIC, as described in Section 6 above, as part of this RFP process.

18. General

1. In the event of any discrepancy, inconsistency or conflicts between the wording of the English or French version of this RFP or any related documents, the wording of the English version shall prevail.
2. CDIC makes no guarantee of the value or volume of work to be assigned to the successful bidder, if any. The Agreement executed with the successful bidder may not be an exclusive agreement for the goods and/or services. CDIC may contract with others for the same or similar goods and/or services to those described in this RFP or may obtain the same or similar goods and/or services from internal sources.
3. CDIC agrees to keep in confidence any information contained in a proposal that is clearly marked "confidential". Notwithstanding the foregoing, the submission of a proposal by a bidder constitutes an acknowledgement by that bidder that CDIC is subject to the *Access to Information Act* (Canada), as amended from time to time, and that, as a consequence, CDIC may be required to disclose certain information contained in its records pursuant to a request for access made under that Act.
4. CDIC requires any persons supplying services to or performing any work for CDIC to conduct their affairs to avoid any conflict of interest. A conflict of interest includes any situation where a bidder has or may have an unfair advantage or where other commitments, relationships or interests could or could be seen to compromise a bidder's performance of its obligations to CDIC. To the extent that a bidder may be in a conflict of interest, that bidder must include a description of such conflict of interest in its proposal.

5. If CDIC is of the belief that a bidder may be in a conflict of interest, CDIC may disqualify the proposal submitted by the bidder or terminate any agreement with that bidder pursuant to this RFP.
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**19. Not a Tender,
No “Contract A
/ Contract B”**

1. Procurement Process Non-Binding

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- i) this RFP is not an offer to enter into either a bidding contract (often referred to a “Contract A”) or an agreement to acquire goods or services from the vendor (often referred to as “Contract B”). Neither this RFP nor a bidder’s proposal shall create any legal relationship, contractual rights or obligations whatsoever on any of CDIC or any bidder, save and except related to limitation of liability
- ii) By submitting a proposal in response to this RFP, the bidder acknowledges and accepts that it waives any right to make any claims (in contract, tort, or otherwise) against the other with respect to any part of CDIC’s conduct of the RFP process, CDIC’s award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP; and
- iii) Bidders should indicate in the proposal those areas they wish to address through the negotiation process, subject to the remaining provisions of this RFP.

2. No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective bidder(s). The successful bidder with whom CDIC will enter into a Contract as a result of this RFP for the purposes of procuring the Services will be identified as the “Consultant”. No legal relationship or obligation or contractual rights or obligations regarding the procurement of any good or service will be created between the bidder and CDIC by this RFP process until the successful negotiation and execution of the Contract for the acquisition of such goods and/or services.

3. Non-Binding Price Estimates

Bidder proposals are revocable by bidders. CDIC is under no obligation to continue to evaluate or consider any proposal that the bidder seeks to modify following the Deadline for Proposals (including any change in pricing that is adverse to CDIC). Proposals and related information about bidders will be assessed during the evaluation of proposals and the ranking of bidders, and accordingly, misleading or incomplete information, including withdrawn or altered proposal information or pricing, could adversely impact any such evaluation (or result in CDIC revisiting that evaluation) and may result in disqualification (in CDIC’s sole discretion).

[END OF MAIN BODY OF RFP]

Schedule "A"

Statement of Work

1. DEFINITIONS

Capitalized terms used in Schedule "A" are either defined below or in the Professional Services Agreement attached as Schedule "F" to this RFP.

"Business Days" means a day, other than Saturday, Sunday or a statutory or civic holiday in the Province of Ontario.

"CEWP" means Communicative English at Work Program.

"CICIC" means the Canadian Information Centre for International Credentials.

"CSPS" means the Canada School of Public Service.

"Designated Officer" means the CDIC representative

"OF" means objectif de formation (Training Objectives) .

"OL" means Canada's *Official Languages* as defined in the *Official Languages Act*.

"Lead Program, Official Languages" means the CDIC representative responsible for the Services delivered by the Consultant.

"Learners" means CDIC employees enrolled in the Official Languages Program.

"PFL2" means Programme de français langue seconde.

"Qualification Standards" means the proficiency levels or the proficiency level standards described in Section 4.8.2.

"Service Commencement Date" means the start of the first inaugural language training session under the resulting PSA or September 12, 2022.

"TO" means training objective.

2. TITLE

Language Training Services (French and English)

3. BACKGROUND

CDIC is a federal Crown corporation, with headquarters in Ottawa, and an office in Toronto. CDIC is responsible for providing insurance against the loss of part or all of eligible deposits, and for promoting and otherwise contributing to the stability of the financial system in Canada.

The CDIC Official Languages Program is designed to be aligned with the Government of Canada's language program and works within the framework of its royalty-free textbooks. Its training Program offers

employees the opportunity to learn a second language (French or English), allowing them to work in a bilingual environment according to the *Official Languages Act*.

CDIC's OL Program consists of instructor-led training (French and/or English as a second language), delivered virtually and/or on-site (as determined by CDIC) by third-party training resources who follow the program established by the Lead Program, Official Languages. The training is offered primarily part-time for up to approximately fifty (50) employees per session (three (3) sessions a year). Since it is done on a part-time basis, the completion of this program may require up to four (4) years. To accelerate the learning process, in some instances, immersion is highly recommended for a total of twelve (12) weeks a year. This opportunity is often available to Learners who have completed sixty percent (60%) of the training program. However, other instances may be considered, and all classes are done virtually.

Permanent employees in a bilingual position are automatically eligible for language training. For non-bilingual designated position, CDIC offers language training for development, subject to resource availability. Employees can also be part of the program to retain their second language skills.

CDIC's Fall 2022 session will begin on September 12, 2022, and Consultant will be expected to have qualified Training Facilitators approved by CDIC prior to the Service Commencement Date.

4. REQUIRED SERVICES

4.1 Training Format

4.1.1 Consultant must provide part-time, individual, and/or group training to Learners at CDIC's request, at levels A, B and C of the *Qualifications Standards in Relation to Official Languages* as further defined in Section 4.8 below.

4.2 Training Programs

4.2.1 Consultant shall provide language training following the format of the CSPS training program guidelines, using the training methods, course configurations and related material designed by the CSPS. A descriptive list of the training objectives can be found in Annex 1 (CSPS Training Program Objectives) to Schedule A.

4.2.2 Consultant must use the CSPS training programs for language training listed below. CSPS programs are based on the communicative approach and the adult education principles. The Consultant can use additional activities to supplement or enhance those of the CSPS and to meet Learners' needs. The activities must be consistent with the training objectives and may be subject to CDIC approval.

4.2.2.1 French Language Training Programs

CSPS PFL2 – A et B and PFL2 – C are the programs for language training in French. They cover proficiency levels A, B and C and enable Learners to acquire the skills necessary to interact in French in the workplace and in everyday situations.

i) PFL2 – Niveaux A et B (PFL2 – A et B)

PFL2 – A et B comprise of forty (40) TOs and are designed to ensure that the Learner achieves or maintains level B proficiency.

ii) PFL2 – Niveau C (PFL2 – C)

PFL2 – C comprises two (2) preparatory sessions and four (4) modules, and is designed to ensure that the Learner achieves or maintains level C.

The programs include self-learning material for developing listening, reading, writing and speaking skills. Learners can use self-directed learning materials as needed outside training hours.

Learning Levels for PFL2 – A, B and C (See Annex 1)

- Beginner level: steps 1 and 2
- Intermediate level: steps 3 and 4
- Advanced level: steps 5 and 6

4.2.2.2 English Language Training Programs

CSPS CEWP levels A, B and C are the program for language training in English. They cover proficiency levels A, B (Interface Canada) and C (Interaction Canada) and enable Learners to acquire the necessary skills to interact in English in the workplace and in everyday situations.

i) CSPS CEWP Interface Canada - Levels A and B

“Interface Canada” is the core component of the CEWP, a communication-based program focusing on English in the workplace. It is used to teach English as a second language at the beginner and intermediate A and B Level. The series consists of seventy-six (76) main objectives grouped into eight (8) workbooks: 1 to 3 for level A and 4 to 8 for level B. Each book provides approximately fifty (50) hours of classroom instruction.

ii) CSPS CEWP Interaction Canada - Level C

“Interaction Canada” is a communication-based program focusing on English in the workplace. Learners will be able to give detailed explanations and descriptions, justify an action, handle hypothetical questions, give advice and opinion, and deal with complex situations within a work setting. The series consists of twenty (20) main objectives and twenty (20) specific objectives, grouped into four sessions.

4.3 Training Materials

4.3.1 Consultant will provide all training materials in respect of the PFL2 and CEWP to Learners.

4.3.2 Consultant is responsible for acquiring materials for the CSPS training programs and any additional CSPS program materials it deems necessary. The Consultant must use the newest version of the program available at the time.

4.3.3 Consultant will ensure all Training Facilitators assigned to CDIC are provided with the newest version of all required CSPS training program materials for the duration of the term of the PSA.

4.4 Teaching Practices

4.4.1 Consultant must use the following teaching practices:

A. Communicative Approach

- encourage Learners to communicate in the second language they are learning;
- maximize the Learners’ speaking time;
- have the Learners practice the taught matter in communication situations that are relevant to them
- choose varied activities relevant to the Learners;

- v) use a CDIC approved source documents; and
- vi) limit corrections on the basis of activity objectives and Learner needs.

B. Adult Education Principles

- i) provide plans for group activities and self-directed learning
- ii) provide instructions for each activity and describe the process by specifying :
 - a. what the Learners must do;
 - b. the duration of the activity;
 - c. the anticipated result; and
 - d. the materials and tools to be used;
- iii) For each activity, indicate the objective by specifying:
 - a. the knowledge or know-how that the activity is intended to develop; and
 - b. the link between the objective of the activity and the TO.
- iv) Provide Learners with regular feedback on their strengths and the areas that need work in relation to the targeted objectives; and
- v) Consider the needs, interests and experience of Learners while conducting the activities.

4.5 Delivery Method

- 4.5.1 Consultant must provide virtual instructor led (on-line) teaching, and may, at any time during the term of the Agreement, be required to provide onsite “classroom” teaching, upon request from CDIC.
- 4.5.2 Part of the training welcome session, during which instructions are provided to Learners, will take place in the first language (English or French) of those present if required. For matters associated with assessing the Learner’s understanding and progress within learning plan, the Training Facilitator must communicate with the Learner in the official language (English or French) of the Learner’s choice.

4.6 Learner Language Learning Plan

- 4.6.1 A learning plan is required for each Learner or learning group. During the first week of training, if any linguistic information has been provided by CDIC, the Training Facilitator must assess the needs of Learners by evaluating their linguistic skills in the target language based on the target level (B or C) and prepare personalized lesson plans for them (See Annex 2 (Oral Assessment Form/Formulaire d’évaluation des besoins linguistiques)). Those plans will be shared with the Learners and with the Designated Officer for assessment purposes.

4.7 Course Loading Activities

- 4.7.1 The Designated Officer determines the training start date for Learners and enrolls them in a training course provided by the Consultant.
- 4.7.2 Any training to be performed virtually or at CDIC’s premises will be for a minimum three (3) hour block. Such block of training time may be allocated amongst one or more learners in one (1) hour segments.
- 4.7.3 The Designated Officer will provide the Consultant and the Training Facilitators with the following information for each group and/ or individual training sessions:
 - i) the number of training hours per day and per week;
 - ii) the number of Learners, their learning levels, their plan and/or progress reports if this information is available;
 - iii) the daily schedule for the Training Facilitator;

- iv) the number of weeks, as well as the start and end dates of the training to be delivered by the Training Facilitator; and
- v) the templates the Training Facilitator must regularly fill out (See Section 5 Deliverables).

4.7.4 CDIC reserves the right to change the individual schedules of Learners, for example when a Learner has a scheduling conflict, in compliance with the training hours agreed between the Parties.

4.8 Qualification Standards

4.8.1 The Consultant, through the Training Facilitators provides language skills development to Learners to meet the linguistic requirements of their position or other established objectives. The Training Facilitator will advise CDIC of the Learner's readiness to take a second language evaluation test, which will be arranged by CDIC with a third-party provider.

4.8.2 Qualification Standards are synonymous with "proficiency levels" or "proficiency level standards" and can be found at the following web site address: <https://www.canada.ca/en/public-service-commission/services/second-language-testing-public-service/oral-language-assessment-sle/about-the-test.html>

5. DELIVERABLES

5.1 All Deliverables identified in this Schedule A must be prepared and submitted in English and/or French via e-mail in a format compatible with MS Word, Excel or Adobe Acrobat Reader, or any other identified means as requested by the Designated Officer.

5.2 The Training Facilitator must ensure that any planning and reports they prepare meet the requirements and Learner needs as stated by the Designated Officer. Where CDIC determines that the quality and accuracy is unsatisfactory, the Consultant will be responsible to ensure its Training Facilitator remedies the situation. If requested by the Designated Officer, the Consultant must submit documents no later than two (2) Business Days following the request.

5.3 The Consultant will provide a list of five (5) to seven (7) proposed Training Facilitators that meet the requirements set out in Section 7 (Training Facilitator Qualification Requirements) to CDIC within five (5) Business Days of Contract Award. Proposed Training Resources must be available for the Service Commencement Date.

5.4 Training Calendar. A training calendar will be established by CDIC and sent to the Consultant and Training Facilitators. It will be provided on or before the first Business Day of every session by the Designated Officer. Consultant will acknowledge receipt of the calendar on same day. Consultant must be prepared to deliver training services up to two hundred and fifty-one (251) Business Days per year. Each Training Facilitator will be available to deliver thirty (30) hours of training services a week, when in session.

5.5 For all reports referred to in this Section 5 (Deliverables), the Consultant will use templates provided by CDIC. Where CDIC does not have a template, the Consultant may use a form currently in use with its other federal government clients, that the Parties may agree upon.

5.5 Progress Reports

5.5.1 The Training Facilitator will also be responsible for monitoring Learners' learning performance and preparing progress reports using the template provided by the Designated Officer.

5.6 Learner Assiduity Report

5.6.1 The Training Facilitator must record Learner presences and absences in the monthly assiduity report. All partial and full absences must be recorded. Monthly assiduity reports must be confirmed via email by the Learners on the first Business Day of the following month and available to the Designated Officer at any time.

5.7 Learner Logbook Report

5.7.1 The Training Facilitator must track any learning activities done in each class session and fill out the template provided by the Designated Officer. This report should be updated for each session.

5.7.2 Reporting Summary

The Training Facilitator must provide the Designated Officer or/and Learners with the following reports:

Type of Report	Timing	Format
Progress Reports	Last week of each session (to Designated Officer) First week of each new session (to Learners)	Electronic; Microsoft Word
Learner Assiduity Report	At the end of each month of the session (to Learners and Designated Officer)	Electronic; Microsoft Word
Learner Logbook Report	Updated report for each class in the training facilitator's online file	Electronic; Microsoft Word
Session Plan	Last week of each session (to Designated Officer) First week of each new session (to Learners)	Electronic; Microsoft Word

5.8 Language Training Quality Assurance Assessment

5.8.1 At the end of each four-month session, Learners will complete a feedback form (See Annex 3 (Feedback Form/Formulaire de rétroaction)) with regard to their degree of satisfaction with the training received. The Designated Officer will provide the results of the feedback form to the Consultant. The Designated Officer will inform the Consultant of any points that require intervention. The comments and results obtained from Learners will serve as a point of reference in order to assess quality and performance, as well as take corrective measures as necessary, including on any issues having an impact on Learner learning.

6. LOCATION AND HOURS OF TRAINING

6.1 For training delivered virtually (on-line), training will take place using a virtual (on-line) software platform, such as Microsoft Teams, or other platform to be mutually agreed upon in writing by both Parties in advance.

6.2 Training delivered on CDIC's premises, will be held at CDIC's headquarter located in Ottawa, if Learners are based in Ottawa. For training delivered at the Consultant's premises, the facilities must be located in Ottawa or such other locations as may be agreeable to CDIC. The duration and start times of sessions at the Consultant's premises will be as agreed by the Parties.

- 6.3 In the current environment, CDIC's preference is for virtual (online) training. Should CDIC wish to have in-person training, at any time, both Parties will agree on a start day and any health protocol to be strictly respected, if and as required by the Public Health authorities at the time.
- 6.4 Notwithstanding the location, group training may be in sessions of one and half (1 ½) or three (3) hours in duration and individual training sessions may be one (1) hour in duration. For sessions less than three (3) hours, the Parties will endeavour to schedule sessions consecutively (ex. a session at 8:00 am to 10:00 am and another session at 10:00 am to 12:00 pm).

7. TRAINING FACILITATOR QUALIFICATION REQUIREMENTS

- 7.1 Training Facilitators proposed by the Consultant to CDIC will be interviewed by the Designated Officer. The Consultant shall be responsible for ensuring that any and all Training Facilitators performing the Services has met the requirements set out in this Section 7 before proposing them to CDIC for an interview. The Consultant will provide the credentials of a Training Facilitator to the Designated Officer upon request.
- 7.2 All Training Facilitators proposed by the Consultant must master the language they are teaching (French or English) and be sufficiently proficient in the other OL to explain basic concepts related to the language being taught.
- 7.3 All Training Facilitators must hold at least a bachelor's degree from a recognized Canadian university or an acceptable equivalent from a foreign institution (as determined by one of the agencies referred by CICIC) or equivalent, satisfactory to CDIC. This includes but is not limited to a university degree in second-language education, translation, linguistics, English or French literature, or in a related discipline (e.g., graduate degree in French as a second language) and provide proof of it. If the proposed Training Facilitator holds a diploma obtained outside of Canada, only an equivalency certificate from an agency referred by CICIC will be accepted.
- 7.4 All Training Facilitators must have acquired at least fifteen hundred (1,500) hours of experience teaching French or English as a second language (acquired since January 1, 2019) in adult language training provided to public servants in a federal government institution or within a Crown Corporation on an individual, semiprivate or group basis. These hours of training must have been delivered using one or a combination of the following programs:
- i) French as a second language:
 - PBFT;
 - PFL2 – A et B or PFL2 – C;
 - a French program used by a recognized Canadian post-secondary institution; and/or
 - any other French as a second language adult education program.
 - ii) English as a second language:
 - CEWP A, B and C;
 - An English program used by a recognized Canadian post-secondary institution; and/or
 - Any other English as a second language adult education program.
- 7.5 Training Facilitators must have an expert degree of comfort delivering training that is an active, engaging learning experience for Learners of all levels.
- 7.6 Training Facilitators should be able to demonstrate proven experience and have a high degree of capability and willingness to teach courses virtually. Therefore, Training Facilitators must possess functional and technical knowledge and skills to use appropriate tools and technology chosen by

CDIC to schedule and deliver language training, at a minimum, Microsoft Office 365, Microsoft Teams, as well as any other virtual learning platforms and tools), and master the basic computer tools, in particular the Microsoft Office 365 suite and have the ability to use it for training and to produce the various documents and reports required by CDIC within the prescribed deadlines.

8. SUBSTITUTION AND REPLACEMENT OF TRAINING FACILITATORS

- 8.1 The Consultant must provide five (5) to seven (7) permanent Training Facilitators to provide stability in staffing and maintain continuity of Training Facilitators assigned to CDIC. In the event a Training Facilitator needs to be replaced, for any reason including unsatisfactory performance, any proposed replacement must meet the requirements set out in Section 7 above and shall be subject to the terms of the PSA (including without limitation Article 5 (CDIC's Responsibilities)). Without limiting the foregoing, approval of such replacement will be within CDIC's sole and absolute discretion.
- 8.2 Consultant must provide substitute Training Facilitators should a regular Training Facilitator be unable to perform the Services for at least three (3) consecutive Business Days. The Consultant must provide a replacement within three (3) days prior to the absence of the Training Facilitator or discuss with the Designated Officer of any other solution to the situation and communicate the change via the regular communication channel used by both Parties.
- 8.3 CDIC will monitor Training Facilitator to ensure satisfactory performance and satisfactory progression of the Services as required by CDIC and report any underperformance to the Consultant. CDIC reserves the right to request a replacement, at any time, including to remedy any performance issues.

9. CANCELLATION AND POSTPONEMENT OF TRAINING

9.1 By Consultant

Consultant may cancel or postpone training should a Training Facilitator become unable to perform the Services for a maximum period of one Business Day with the Designated Officer's approval. Where feasible, the Consultant will provide forty-eight (48) hours' notice in writing-

9.2 By CDIC

CDIC may, upon forty-eight (48) hours' notice prior to its commencement, cancel or postpone, in whole or in part, any training and redirect the Training Facilitator activities without penalty to the Consultant.

10. SERVICE REQUEST PROCESS

- 10.1 All Training Facilitators proposed by the Consultant to CDIC will be required to participate in a selection interview conducted by the Designated Officer. During this interview, proposed Training Facilitators will be asked to demonstrate their language teaching skills (French or English), professional experience, and make a short presentation on a grammar concept. From this process, CDIC will select up to four (4) Training Facilitators, which will then be assigned to CDIC by the Consultant for the duration of the resulting contract where possible, and at a minimum, for the session.
- 10.2 The Designated Officer will contact the Consultant to initiate the selection process at least three (3) weeks in advance of the session start date.

11. SECURITY REQUIREMENTS

- 11.1 It is a mandatory requirement for all Training Facilitators assigned to CDIC to (i) be legally entitled to work in Canada and (ii) to possess a valid security clearance granted by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada at the Reliability Status level, at a minimum, to perform any work under any resulting agreement. CDIC will sponsor any Training Facilitators it has selected, who do not already have a valid security clearance at the Reliability Status level.

END OF SCHEDULE "A" (STATEMENT OF WORK)

Annex 1

CSPS TRAINING PROGRAM OBJECTIVES

1. FRENCH LANGUAGE TRAINING PROGRAMS

A. PFL2 A and B: Levels A (beginner) and B (intermediate)

At the end of each step of PFL2 A and B, there is a two-week consolidation session.

FL2 A and B: Training Objectives (OF)

STEP 1

- OF 1 – S'identifier et identifier des personnes
- OF 2 – Identifier des objets ou des documents
- OF 3 – Exprimer des relations d'appartenance
- OF 4 – Exprimer des relations de possession
- OF 5 – Indiquer où est une personne, un objet/document, un lieu
- OF 6 – Indiquer des données chiffrées
- OF 7 – Orienter quelqu'un dans l'espace
- OF 8 – Situer un événement dans le temps
- OF 9 – Situer un événement dans le temps : passé, présent, futur
- OF 10 – Assigner des tâches
- OF 11 – Préciser comment accomplir une tâche
- OF 12 – Indiquer la répartition et une quantité non numérique

STEP 2

- OF 13 – Fournir de l'information sur un événement ou une habitude passés
- OF 14 – S'informer ou informer d'un événement
- OF 15 – S'informer ou informer d'une requête ou de l'obtention de quelque chose
- OF 16 – Faire une offre et réagir à une offre
- OF 17 – S'informer ou informer de la présence ou de la disponibilité de personnes ou de choses
- OF 18 – Exprimer une volonté, un souhait, des goûts, des préférences
- OF 19 – Évaluer des choses
- OF 20 – Évaluer des personnes
- OF 21 – (Se) renseigner sur l'application de normes et de règlements
- OF 22 – Préciser les modalités d'exécution (temps) d'un travail

STEP 3

- OF 23 – Préciser les conditions de réalisation d'un projet
- OF 24 – Situer des événements par rapport à d'autres
- OF 25 – Indiquer les étapes d'un processus
- OF 26 – Décrire des déplacements
- OF 27 – Décrire une tâche (opérations physiques)
- OF 28 – Préciser l'importance d'une directive
- OF 29 – Apprécier les capacités ou les compétences de quelqu'un
- OF 30 – Permettre ou interdire quelque chose
- OF 31 – Exprimer la volonté, le souhait
- OF 32 – Formuler des conditions

STEP 4

- OF 33 – Exprimer un choix
- OF 34 – Proposer des solutions à un problème
- OF 35 – Faire des prévisions

- OF 36 – Demander ou donner de l'information sur un projet
- OF 37 – Décrire la démarche suivie dans la réalisation d'un projet
- OF 38 – Exposer le pourquoi et les effets d'une action, d'un événement, d'une situation
- OF 39 – Évaluer un changement proposé
- OF 40 – Persuader quelqu'un de quelque chose

B. PFL2 – C

Program component

STEP 5

- Session préparatoire 1
- Session préparatoire 2

STEP 6

- Module 1
- Module 2
- Module 3
- Module 4

One session is devoted to preparation for the oral proficiency test after:

- i) the consolidation week following step 4 of PFL2 A and B (Consolidation 4) for learners aiming to attain level B in French as a second language; and
- ii) module 4 of PFL2 C for learners aiming to attain level C in French as a second language.

2. ENGLISH LANGUAGE TRAINING PROGRAMS

A. CEWP A and B

Book INTERFACE (Levels A and B): TRAINING OBJECTIVE (TO)

STEP 1

Book 1

- TO 1 - talk about one's self
- TO 2 - talk about occupations and professions
- TO 3 - say what things are
- TO 4 - express possession
- TO 5 - alphabet and spelling
- TO 6 - use social expressions
- TO 7 - say what/where things are (to be, stative verb use)
- TO 8 - phone someone (give/get numbers, answer calls, request)
- TO 9 - get to know someone (give and get personal information)
- TO 10 - give and get addresses (numbers)
- TO 11 - talk about family / introduce people
- TO 12 - tell the time
- TO 13 - ask about people (who, where, stative questions)
- TO 14 - ask someone to do something (polite requests)

Book 2

- TO 15 - describe your job (stative verbs, routines)
- TO 16 - ask / say which one (demonstratives)
- TO 17 - say / ask what one is doing (present action)
- TO 18 - talk about leisure activities (present, simple vs. progressive)
- TO 19 - give / get info on past activities (past, time adverbials)
- TO 20 - dates (prepositions, day, month, year)
- TO 21 - talk about who it belongs to (possessive pronouns, ownership)
- TO 22 - ask for things (availability, quantity, there is/are)
- TO 23 - future plans (present simple for future, time adverbials)
- TO 24 - talking about the weather (adjectives, intensifiers)
- TO 25 - giving locations (prepositions of place)
- TO 26 - small talk (review mixed tenses, weather, plans)

Book 3

- TO 27 - directing phone calls
- TO 28 - asking about language (pronunciation, spelling, meaning clarification)
- Annex A Appendix 4 – Training Objectives 40
- TO 29 - describing people (giving /getting physical info; descriptive adjectives)
- TO 30 - habits and routines (simple present; adverbs of frequency)
- TO 31 - giving / getting personal data
- TO 32 - temporary situations (time adverbials, contrast present vs. continuous aspect)
- TO 33 - giving directions (adverbs of movement, direction)
- TO 34 - giving / getting info on past actions and events
- TO 35 - ability (modal auxiliaries: can, could; adverbs manner)
- TO 36 - making appointments

STEP 2

Book 4

- TO 37 - giving assurance (will; time adverbials; (in)direct objects)
- TO 38 - describing things
- TO 39 - asking / granting permission (modal use: can, could, may, have to)
- TO 40 - making comparisons (comparative; superlatives; intensifiers)
- TO 41 - alphabet and spelling / social formulation
- TO 42 - telling what happened (contrast past aspects)
- TO 43 - leaving and taking a message (modals: can, could, would)
- TO 44 - talking about intentions (intro: conditional sentences)

Book 5

- TO 45 - polite requests (can, could, will, would, mind+)
- TO 46 - asking about cost and quantity (much, many, a few...)
- TO 47 -arriving for an appointment
- TO 48 - ongoing situations (into: present perfect)
- TO 49 - showing how, giving instructions (adverbs for sequence)
- TO 50 - health (modal: should, ought to)
- TO 51 - Review social expression, introductions
- TO 52 - talking about the recent past (contrast past, present perfect, time expressions)

CONSOLIDATION Level A objectives (Review)

STEP 3

Book 6

TO 53 - explaining how to get somewhere
TO 54 - making inquiries (info, yes/no, indirect)
TO 55 - offering help
TO 56 - remembering the past (discontinued habit; modals)
TO 57 - speculating (modals + be)
TO 58 - looking for people and things (indirect questions; modals)
TO 59 - similarities and differences (both, neither, (n)or, intensifiers)
TO 60 - arranging to meet with someone (modal auxiliaries)

Book 7

TO 61 - hypothetical situations (conditional: probable, improbable)
TO 62 - satisfaction and dissatisfaction (like, enjoy, hate, can't stand..)
TO 63 - referring (mixed modals)
TO 64 - past experience (present perfect, simple past, used to, time adverbials)
TO 65 - getting together (inviting; modals, social expressions)
TO 66 - opinions and reactions (agreement; so/too; (n)either)
TO 67 - skills and know-how (gerunds for activity, good at)
TO 68 - relaying a message (reported speech)

STEP 4

Book 8

TO 69 - making suggestions (should, could, instead)
TO 70 - interests and preferences (gerunds)
TO 71 - offering encouragement (indecision, concerns; worries)
TO 72 - giving positive/negative feedback (modal perfect)
TO 73 - expressing wishes (conditionals, wish, hope)
TO 74 - making / handling complaints; expressing frustration
TO 75 - expressing regrets (modal perfect expressions)
TO 76 - completing tasks (gerunds, adverbials of degree)

B. CEWP - Level B

CONSOLIDATION Level B objectives (Review)

C. CEWP - INTERACTION (Level C)

- Review Phase
- Phase 1
- Phase 2
- Phase 3

END OF ANNEX 1 TO SCHEDULE "A" (STATEMENT OF WORK)

Annex 2

ORAL ASSESSMENT FORM

Language Training Needs Assessment

Last name, first name	
Evaluator	
Report date	

Target language	French	English
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Current and target linguistic profile

	Current linguistic profile	Date obtained (yyyy-mm)	Target linguistic profile
Understanding of written language			
Written expression			
Oral proficiency			

Training objective

Learning	
Development	

Reconfirmation	
----------------	--

Suggested training program(s)

Program	Schedule	Length (weeks)	Preparatory training (weeks)	Total length (hours)
Individual learning program	Full-time, Individual			

Oral conversation skills assessment grid

Understanding

Very limited understanding	X	<input type="checkbox"/>
Understanding of simple and repeated questions	A	<input type="checkbox"/>
Understanding of simple questions	B	<input type="checkbox"/>
Understanding of complex questions and natural conversation	C	<input type="checkbox"/>

Pronunciation / Flow

Very difficult pronunciation / Slow flow	X	<input type="checkbox"/>
Syllables not pronounced / Slow flow, frequent hesitations	A	<input type="checkbox"/>
Phonemes and phenomena pronounced / Irregular flow, hesitations	B	<input type="checkbox"/>
Phonemes and phenomena pronounced / Steady flow, natural spontaneity and ease	C	<input type="checkbox"/>

Vocabulary

Very limited vocabulary	X	<input type="checkbox"/>
Basic conversational vocabulary	A	<input type="checkbox"/>
Strong general and interpersonal vocabulary	B	<input type="checkbox"/>
Rich, varied and extensively mastered general and professional vocabulary	C	<input type="checkbox"/>

Grammar

Very limited grammatical skills	X	<input type="checkbox"/>
Minimal grammatical skills (simple syntax, mimics native-language expressions)	A	<input type="checkbox"/>
Simple sentences, knowledge and attempted use of complex structures	B	<input type="checkbox"/>
Thorough knowledge and natural use of complex grammatical structures	C	<input type="checkbox"/>

Discourse skills

Very limited discourse skills	X	<input type="checkbox"/>
Brief, synthetic conversational skills lacking cohesion and clarity	A	<input type="checkbox"/>
Clear and orderly discourse, but still too mechanical in its chronology	B	<input type="checkbox"/>
Easy, clear, coherent, orderly and cohesive discourse, complex answers	C	<input type="checkbox"/>

Communication

Lack of language resources	X	<input type="checkbox"/>
Limited communication limited language skills	A	<input type="checkbox"/>
Active participation in the conversation and good skills to express ideas	B	<input type="checkbox"/>
Cooperates, shows strong interest, develops new topics	C	<input type="checkbox"/>

Knowledge and use of languages other than English

French used on a daily basis (reading, hobbies, television, work, etc.)

Last language training course completed (year, length, frequency, method)

Comments

FORMULAIRE D'ÉVALUATION DES BESOINS DE FORMATION LINGUISTIQUE

Nom	
Évaluateur	
Date	

Langue visée	Français
---------------------	-----------------

Profil linguistique actuel et visé

	Profil linguistique actuel	Date d'obtention (aaaa-mm)	Profil linguistique visé
Compréhension de l'écrit			
Expression écrite			
Compétence orale			

Objectif de la formation

Apprentissage		Reconfirmation	
Perfectionnement			

Programme(s) de formation suggéré(s)

Programme	Horaire	Durée (semaines)	Formation préparatoire (semaines)	Durée totale (heures)
Programme Individuel	Plein temps, Individuel			

Grille d'évaluation

Compréhension

Compréhension extrêmement limitée	X	
Compréhension des questions simples et des questions répétées	A	
Compréhension des questions simples	B	
Compréhension des questions complexes et du discours naturel	C	

Prononciation / Débit

Prononciation extrêmement difficile / Débit lent	X	
Prononciation difficile / Débit lent, hésitations fréquentes	A	
Prononciation des phonèmes et des phénomènes / Débit irrégulier, hésitations	B	
Prononciation des phonèmes et des phénomènes / Débit régulier, aisance et spontanéité naturelle	C	

Vocabulaire

Vocabulaire extrêmement limité	X	
---------------------------------------	----------	--

Vocabulaire de base conversationnel	A	
Vocabulaire général et relationnel bien maîtrisé	B	
Vocabulaire général et professionnel riche et varié	C	

Grammaire

Compétences grammaticales extrêmement limitées	X	
Compétences grammaticales minimales (ordre syntaxique simple, calques)	A	
Expression en phrases simples, connaissance des structures complexes et tentatives d'utilisation	B	
Connaissance approfondie et utilisation naturelle des structures grammaticales complexes	C	

Discours

Compétence discursive extrêmement limitée	X	
Discours assez bref mais absence de cohésion et de clarté	A	
Discours clair et ordonné mais un peu mécanique dans sa chronologie	B	
Discours clair, cohérent, ordonné et logique/ Réponses complexes	C	

Communication

Manque de moyens linguistiques	X	
Communication limitée par ses compétences linguistiques	A	
Participation active à la conversation et bonnes compétences pour exprimer ses idées	B	
Coopération, intérêt marqué, développement de nouveaux sujets	C	

Usage du français au quotidien:

Dernière formation linguistique suivie (année, durée, fréquence, méthode)

Observations générales

[END OF ANNEX 2 TO SCHEDULE "A" (STATEMENT OF WORK)]

Annex 3

FEEDBACK FORM

FEEDBACK FORM – LANGUAGE TRAINING

Date : _____ **Student Name:** _____

Session Instructor: _____

Please check your rating of various aspects of this session as they are listed below:

Course Assessment	Disagree					Agree
1. The objectives for the official language training were clearly defined by the instructor	1	2	3	4	5	
2. The learning session met stated objectives	1	2	3	4	5	
3. The learning material was written in an understandable and logical manner	1	2	3	4	5	
4. Overall, the training was valuable to me	1	2	3	4	5	
Instructor	Disagree					Agree
1. The instructor was well prepared	1	2	3	4	5	
2. The instructor’s directions were clear and understandable	1	2	3	4	5	
3. The instructor displayed enthusiasm about the subject	1	2	3	4	5	
4. The instructor’s knowledge of the subject was apparent	1	2	3	4	5	
5. The instructor was responsive to questions and concerns	1	2	3	4	5	

Describe topics and or activities you liked best about the French language training session.

Describe topics and or activities you liked least about the French language training session.

Is there any additional feedback you would like to share: _____

FORMULAIRE DE RÉTROACTION

FORMULAIRE DE RÉTROACTION – FORMATION LINGUISTIQUE

Date : _____ Nom de l'étudiant : _____

Instructeur : _____

Veillez évaluer les divers aspects de cette session :

Évaluation du cours	En désaccord			D'accord	
1. Les objectifs de la formation étaient clairement définis par l'instructeur	1	2	3	4	5
2. La session a permis d'atteindre les objectifs énoncés	1	2	3	4	5
3. Le matériel de formation était rédigé de façon claire et logique	1	2	3	4	5
4. Dans l'ensemble, la formation m'a été utile	1	2	3	4	5
Évaluation de l'instructeur	En désaccord			D'accord	
1. L'instructeur était bien préparé	1	2	3	4	5
2. Les directives de l'instructeur étaient claires	1	2	3	4	5
3. L'instructeur faisait preuve d'enthousiasme	1	2	3	4	5
4. L'instructeur maîtrisait son sujet	1	2	3	4	5
5. L'instructeur répondait aux questions et préoccupations	1	2	3	4	5

Décrivez les sujets ou les activités que vous avez le plus appréciés au sujet de la formation en français.

Décrivez les sujets ou les activités que vous avez le moins aimés au sujet de la séance de formation en français.

Y a-t-il d'autres commentaires dont vous aimeriez faire part ?

[END OF ANNEX 3 TO SCHEDULE "A" (STATEMENT OF WORK)]

Schedule “B”

Evaluation and Selection Process

1. SELECTION METHOD

Without limitation to Section 11 (CDIC’s Reserved Rights) of the RFP, CDIC may, in its sole and absolute discretion, reject or refuse to consider any proposal if CDIC determines that the information, statements or supporting material in the Technical Offer or the Financial Offer are inconsistent with, or otherwise fail to respond to, any of the requirements of the RFP.

All proposals will be examined in accordance with the following process:

Step 1: Confirmation of Compliance to the Mandatory Requirements

- A. Technical Offers will be reviewed for compliance with the **Mandatory Requirements** described in Schedule “C” (Technical Offer Requirements and Evaluation) of the RFP to confirm that the information, statements and supporting material in the bidder’s Technical Offer substantiate a compliant response. Subject to CDIC’s reserved rights (including those at Section 11 (CDIC’s Reserved Rights), Mandatory Requirements will be confirmed on a simple pass or fail basis.
- B. If a proposal fails to satisfy any of the Mandatory Requirements, CDIC may issue the bidder a rectification notice identifying the deficiencies and providing the bidder an opportunity to rectify the deficiencies. If the bidder fails to satisfy the Mandatory Requirements within the Rectification Period, its proposal will be rejected and will receive no further consideration. The Rectification Period will begin to run from the date and time that CDIC issues a rectification notice to the bidder. The Mandatory Requirements are set out in Schedule “C” (Technical Offer Requirements and Evaluation).

The Bidder’s response to the notice should identify in each case the Mandatory Requirement to which it is responding, including identifying in the corresponding section of the original Technical Offer, the wording of the proposed change to that section, and the wording and location in the bid of any consequential changes that necessarily result from such changes. Any changes to the bid submitted by the Bidder other than as permitted by the notice will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this RFP in response to the notice will replace, in full, only that part of the original Technical Offer as permitted in this Step 1 B. Additional or different information submitted during Step 1 B will be considered as included in the Technical Offer but will be considered by CDIC in the evaluation of the Technical Offer at Step 1 only for the purpose of determining whether the Technical Offer meets the Mandatory Requirements. It will not be used at any other Step of the evaluation process to increase any score that the Technical Offer would achieve without the benefit of such additional or different information. CDIC will determine whether the bid is responsive for the requirements reviewed at Step 1, considering such additional or different information or clarification as may have been provided by the bidder in accordance with this Step 1 B. If the Technical Offer is not found responsive for the requirements reviewed at Step 1 B to the satisfaction of CDIC, then the Technical Offer shall be considered non-responsive and will receive no further consideration.

The Mandatory Requirements are set out in Schedule “C” (Technical Offer Requirements and Evaluation).

Step 2: Evaluation of Rated Requirements (70% weight factor)

Technical Offers will be evaluated against the Rated Requirements, as outlined in Appendix “C-2” (Technical Offer). Technical Offers will be assigned a score for each rated requirement to establish a Step 2 “**Technical Score**”. The maximum Technical Score is one hundred (100) points.

Bidders must achieve a minimum Technical Score of seventy (70) points out of one hundred (100) points in order to receive further consideration.

At the end of this Step 2 (Evaluation of Rated Requirements), CDIC will establish a shortlist of up to the top three (3) bidders with the highest total Technical Scores that have met the minimum Technical Score of 70 points. Only the bidders meeting these criteria will be eligible to proceed to the next step of the evaluation and selection process.

The following example of this Step 2 is for illustration purposes only; any differences between this example and the values set-put in this RFP are intentional:

Bidder	Technical Score (maximum of 100 points)	Rank
Bidder A	90	2
Bidder B	55	6
Bidder C	91	1
Bidder D	85	3
Bidder E	83	4
Bidder F	78	5

As a result, only the top three ranked bidders (Bidders A, C and D) will be shortlisted and proceed to the next step. Although Bidders E and F have met the Minimum Technical Score, they are not eligible to be given further consideration since they are the fourth and fifth ranked Bidders.

Step 3: Evaluation of Financial Offer (30% weight factor)

Financial Offers will be evaluated and assigned an “**Evaluated Price**” in accordance with Schedule “D”, (Financial Offer Requirements and Evaluation).

Step 4: Ranking of Bidders

Bidders will be ranked in order of highest Weighted Score. The top-ranked bidder will receive a written invitation to enter into direct contract negotiations to finalize the Professional Services Agreement with CDIC (subject to, and without limitation to, any other provision in this RFP, including but not limited to Section 11 (CDIC’s Reserved Rights)).

The following example of Step 4 is for illustration purposes only, any differences between this example and the values set out in this RFP are intentional:

Bidder Technical Scores and Evaluated Prices

	Bidder A	Bidder C	Bidder D
Technical Score	90	91	85
Evaluated Price	\$675,000	\$750,000	\$650,000*

* Represents the lowest Evaluated Price

The example below illustrates how the highest Weighted Score will be calculated.



The Technical Score will be calculated by dividing each bidder's Technical Score by the maximum Technical Score of one hundred (100) points and then multiplying by the specified weighting factor of seventy (70).

The Financial Score will be calculated by dividing the lowest Evaluated Price among bidders by each bidder's Evaluated Price and multiplying by the specified weighting factor of thirty (30).

The Technical Score and the Financial Score will then be added and the total will be deemed the highest "Weighted Score".

Highest Weighted Score			
Highest Combined Rating Technical Score sixty percent (70%) and Financial Score thirty percent (30%)			
	Technical Score	Financial Score	Best Value
Bidder A*	90/100 x 70 = 63.00	\$650,000/\$675,000 x 30 = 28.88	63.00 + 28.88 = 91.88
Bidder C	91/100 x 70 = 63.70	\$650,000/\$750,000 x 30 = 25.99	63.70 + 25.99 = 89.69
Bidder D	85/100 x 70 = 59.50	\$650,000/\$650,000 x 30 = 30.00	59.50 + 30.00 = 89.50

In this example bidder A* would be the top ranked bidder invited to enter into direct contract negotiations. This example is for illustrative purposes only, any differences between this example and the values set out in this RFP are intentional.

In the event of a tie in the Weighted Score, CDIC will give the higher ranking to the bidder with the higher score for Rated Requirement R2., set out in Appendix "C-2" (Technical Offer).

THE TOP RANKED BIDDER WILL BE IDENTIFIED BY CDIC IN ACCORDANCE WITH THE ABOVE, AT WHICH POINT THE RFP WILL BE AT AN END.

THE EVALUATIONS UNDER THIS RFP AND THE PRECEDING STEPS IN THIS RFP, AND ANY SCHEDULE UNDER THIS RFP ARE SOLELY FOR THE PURPOSES OF ESTABLISHING A TOP RANKED BIDDER WITH WHOM TO ENTER INTO NEGOTIATIONS AND NOTHING SHALL LIMIT CDIC'S ABILITY TO NEGOTIATE AND TO CONCLUDE AN AGREEMENT WITH THE TOP RANKED BIDDER (OR SUCCESSIVE RANKED BIDDERS) ON TERMS, COMMITMENTS OR PRICES DIFFERENT FROM THOSE IDENTIFIED IN THIS RFP, ANY SCHEDULE UNDER THIS RFP OR THE TOP RANKED BIDDER'S PROPOSAL.

Step 5: Negotiations

1. No Contract until Execution of Written Agreement

Negotiations between CDIC and any bidder will not constitute a legally binding offer to enter into a contract on the part of CDIC. For greater certainty, there will be no legally binding contract or relationship created with any bidder prior to the execution of a written agreement. The terms and conditions attached as Appendix "A" to Schedule "F" (Form of Professional Services Agreement) are to form the basis for commencing negotiations between CDIC and the top ranked bidder. The scope of negotiations and the process of negotiations will be determined by CDIC and will be identified in a document provided to the top ranked bidder before the negotiation process commence. Without limiting the foregoing, negotiations may include requests by CDIC for supplementary information from the bidder to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by CDIC for improved pricing or performance terms from the bidder.

2. Time Period for Negotiations

CDIC intends to enter into negotiations and finalize an agreement with the top-ranked bidder within a maximum of thirty (30) Business Days commencing from the date CDIC invites the top-ranked bidder to



enter negotiations. A bidder invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and conduct its negotiations expeditiously.

3. Failure to Enter into Agreement

Bidders acknowledge and agree that CDIC does not represent or warrant that they will be able to conclude an agreement and has no obligation to conclude an agreement. If the parties cannot conclude negotiations and finalize the agreement for the Services, CDIC may determine at any time, in its sole and absolute discretion to discontinue negotiations with the top-ranked bidder and may invite the next-best-ranked bidder to enter into negotiations. This process will continue until an agreement is finalized, until there are no more bidders remaining that are eligible for negotiations or until CDIC elects to cancel the RFP process.

4. Notification of Negotiation Status

Other bidders that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked bidder.

[END OF SCHEDULE "B" (EVALUATION AND SELECTION PROCESS)]

Schedule “C”

Technical Offer Requirements and Evaluation

1. Technical Offer Requirements and Instructions to Bidders

Technical Offers must include duly completed Technical Offer Submission Form (Appendix “C-1”) and Technical Offer (Appendix “C-2”), as set out in Schedule “E” (Required Forms).

The Technical Offer should not exceed seventy-five (75) pages in length, each page being typed in Arial twelve (12) point font, with one-inch margins on paper sized eight-and-one half inches by eleven inches (8 ½” x 11”).

Bidder’s references to a URL that requires CDIC to download or access information from an internet site to validate or provide further detail for any of the requirements will not be accepted. The information will Not be considered to determine if the requirement(s) has been met or to award points, as applicable.

2. Pre-Conditions of Award

N/A

3. Mandatory Requirements

Bidders must provide a response of “MET” or “NOT MET” for each Mandatory Requirements listed below in Appendix “C-2” (Technical Offer) and should also substantiate compliance with a certification statement and reference to attached documentation. Bidders should ensure all supporting comments or documents are clearly referenced as these will be used to validate compliance.

Mandatory Requirement	Required information from bidder
M1.	Bidder MUST use the <i>Canada School of Public Service</i> training program guidelines, training methods, course configurations and material.
M2.	Bidder MUST have the expertise and be able to deliver language training services virtually in English and in French.

4. Rated Requirements

Technical Offers will be evaluated against the Rated Requirements identified in Appendix “C-2” (Technical Offer). All required information must be provided in Appendix “C-2” (Technical Offer).

CDIC will evaluate the bidder’s Technical Offer and assign points based on how the bidder demonstrates its knowledge and experience in response to the Rated Requirements identified in Appendix “C-2” (Technical Offer).

Score	Rationale
5	Exceptional, fully meets and/or exceeds CDIC’s requirement. No weaknesses exist. A comprehensive response with no significant gaps.

4	Very Good, substantially meets CDIC's requirement. Strengths exceed weaknesses, and weaknesses are easily correctable.
3	Acceptable, meets the basic requirement of CDIC. There may be strengths or weaknesses, or both. Weaknesses do not significantly impact the requirements and are correctable.
2	Marginal, falls short of meeting the basic requirement of CDIC. Weaknesses exceed strengths and will be difficult to correct.
1	Unacceptable, minimal response, e.g., statement of compliance with no substantiation. Noted deficiencies are expected to be very difficult to correct or are not correctable
0	Unresponsive, no relevant response / unsatisfactory.

For clarity, all requested information should be provided in Appendix "C-2" (Technical Offer).

[END OF SCHEDULE "C" (TECHNICAL OFFER REQUIREMENTS AND EVALUATION)]

Appendix "C-1"

Technical Offer Submission Form

INSTRUCTIONS TO BIDDERS: The Technical Offer Submission Form shall be completed and accompanied by Appendix "C-2" (Technical Offer)

TECHNICAL OFFER

LEGAL NAME OF BIDDER: _____

ADDRESS: _____

CONTACT NAME: _____

TELEPHONE: _____

EMAIL: _____

SOLICITATION NUMBER: RFP 2022-3368

TITLE: LANGUAGE TRAINING SERVICES

1. The undersigned, as the authorized representative of the bidder (hereinafter referred to as the "**Bidder**") hereby offers to the Canada Deposit Insurance Corporation ("**CDIC**") all necessary goods, services, labour, superintendence, supplies and facilities, and pursuant to the above solicitation, warrants and certifies:

(i) It has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay, a contingency fee to any individual for the solicitation, negotiation or obtaining of the Agreement if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*; and

(ii) It has not been convicted of an offence under section 121, 124 or 418 of the *Criminal Code* other than an offence for which a pardon has been granted.

(iii) That all personnel under the resulting Contract who will access CDIC workplaces where they may come into contact with employees (the "CDIC assigned personnel") will be:

(a) fully vaccinated against COVID-19 with Health-Canada-approved vaccine(s); or

(b) for CDIC assigned personnel that are unable to be vaccinated due to 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 CDIC;

until such time that CDIC indicates that the vaccination requirements are no longer in effect.

(iv) It has notified all CDIC assigned personnel of the vaccination requirements and certifies to their compliance with this requirement.

2. Ability to Provide Deliverables



The Bidder has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Services required. The Bidder represents and warrants its ability to provide the Services in accordance with the requirements of the RFP for the rates set out in its proposal.

3. Acknowledgment of Non-Binding Procurement Process

The Bidder acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a contract, a bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between CDIC and the Bidder unless and until CDIC and the Bidder execute a written agreement for the Services.

4. No Prohibited Conduct

The Bidder declares that it has not engaged in any conduct prohibited by this RFP.

5. Conflict of Interest

The Bidder must declare all potential Conflicts of Interest. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of CDIC within twelve (12) months prior to the Deadline for Proposals.

If the box below is left blank, the Bidder will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

The Bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Bidder declares an actual or potential Conflict of Interest by marking the box above, the Bidder must set out below details of the actual or potential Conflict of Interest:

6. Disclosure of Information

The Bidder hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Bidder hereby consents to the disclosure, on a confidential basis, of this proposal by CDIC to the advisers retained by CDIC to advise or assist with the RFP process, including with respect to the evaluation this proposal.

By signing this Form the Bidder represents that the above information is true as of the date indicated below and will continue to be true for the duration of any resulting Contract. Bidder understands that the certifications provided to CDIC are subject to verification at all times, and further understands that CDIC will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the solicitation or contract period. CDIC reserves the right to ask for additional



information to verify the certifications. Failure to comply with any request or requirement imposed by CDIC will constitute a default under any resulting Contract.

Bidder Signature

Date

Print Name

Title

I have authority to bind the Bidder.

OFFERS WHICH DO NOT CONTAIN THE REQUESTED DOCUMENTATION MAY BE DEEMED NON-COMPLIANT.

[END OF APPENDIX "C-1" (TECHNICAL OFFER SUBMISSION FORM)]

Appendix “C-2”

Technical Offer

INSTRUCTIONS TO BIDDERS: The bidder must not alter the format of the table below in any way, other than to remove highlighted text and add hard returns to provide responses. Columns and rows are not to be added or deleted. The maximum number of words is a guideline, only.

Mandatory Requirements – Pass or Fail			
Bidder must provide details in this Mandatory Requirements section as part of its Technical Offer.			
Bidder’s response(s) will be evaluated on a Pass or Fail basis.			
M1.	Bidder MUST use the <i>Canada School of Public Service</i> training program guidelines, training methods, course configurations and material.	Location where certification statement and supporting documentation can be found in bidder’s Technical Offer: Page: [Insert page] Document Name:[Insert document name]	[Insert MET or Not Met for each Mandatory Requirement]
M2.	Bidder MUST have the expertise and be able to deliver language training services virtually in English and in French.	Location where certification statement and supporting documentation can be found in bidder’s Technical Offer: Page: [Insert page] Document Name:[Insert document name]	[Insert MET or Not Met for each Mandatory Requirement]

1. Bidder’s Information – (Not Rated)	
While no points will be awarded for the following information in this section 1., the bidder should provide these details as part of its Technical Offer.	
a) Bidder’s Legal Name:	[Insert legal name]
b) Number of years the bidder has been in business, as applicable.	[(i)Insert years in business in Canada] [(ii)Insert years in business outside Canada], as applicable
c) Describe the number of employees employed by the bidder (identify the number of full-time, part-time and contract personnel) in Canada.	
(Maximum 300 words)	
d) A brief overview and history of the bidder’s company, including any parent companies, subsidiaries, affiliates, and other relevant ownership details, including any acquisitions or divestitures over the last ten (10) years.	
(Maximum 500 words)	

e) Provide the head office and branch locations, specifically identifying the location from which the services will be managed. Bidder should provide the address of any existing training facility located in the National Capital Region and in Toronto.

(Maximum 300 words)

2. Rated Requirements – (Maximum Total Points - 100)

Bidders should provide the following information in this section 2. as part of its Technical Offer.

R1. Bidder’s Experience (Maximum Assigned Points – 15)

Bidder should demonstrate its experience delivering language training services in English and in French to federal public servants, and provide the following, as of the Deadline for Proposals:

- a) Describe the number of years delivering language training services in French and in English to clients in the public sector, including Federal government, Crown corporations or other government agencies.
- b) Provide the number of employees that are qualified training facilitators in French and in English.
- c) Provide the annual turnover rate (as a percentage) for training facilitators in the last three (3) years.

A1. (Maximum 500 words)

R2. Reference Projects – French Language Training (Maximum Assigned Points – 25)

Bidder should provide two (2) reference projects for engagements providing language training services in the French language to a Federal government department, agency or Crown Corporation client, completed in the last five (5) years as of the Deadline for Proposals.

The following information should be included, at a minimum, for each reference:

- a) Name of client organization for whom the language training services were provided;
- b) The start date (year and month) and end date (year and date) of the engagement;
- c) Provide details of the CSPS program levels delivered;
- d) Total number of training facilitators assigned to the project;
- e) Total number of teaching hours;
- f) Total number of learners enrolled;
- g) Mode of training: group course, including the number of learners per group, or individual course, and if on a full-time or part-time basis; and
- h) A brief description of the project’s relevance to CDIC’s requirements and deliverables.
- i) A brief description of the project’s success, including how many learners achieved level requirement based on role.

For each reference project, the bidder must provide a reference, and provide the following information: client reference contact information (departmental or organizational representative, including name and title of contact, email, and telephone number) to whom the bidder reported to for the engagement.

By providing such references, bidder is deemed to consent to CDIC contacting those references for the purpose of validating the information provided. This information will be treated as confidential and used only by CDIC to validate the information above, as required.

A2. Reference #1 (12.5 Points)	
Name of Client:	
Project Start Date:	[mm/yyyy]
Project End Date:	[mm/yyyy]
CSPS Program levels:	
Number of Training Facilitators:	
Number of teaching hours:	
Number of learners:	
Mode of training (group (number of learners per group)/individual and part-time/full-time):	
Project description:	[The reference should include, at a minimum, a brief description of the language training services provided, including details of the work performed by the teaching resource and any deliverables that are relevant to CDIC's requirements.] <i>(Maximum 500 words.)</i>
Project success:	[The reference should include, at a minimum, the number of learners that have achieved level requirement based on role] <i>(Maximum 500 words.)</i>
Client Contact Name:	
Title/Role:	
E-mail Address:	
Telephone Number:	
A2. Reference #2 (12.5 Points)	
Name of Client:	
Project Start Date:	
Project End Date:	[mm/yyyy]
CSPS Program levels:	[mm/yyyy]
Number of Training Facilitators:	
Number of teaching hours:	
Number of learners:	
Mode of training (group (number of learners per group)/individual and part-time/full-time):	
Project description:	[The reference should include, at a minimum, a brief description of the language training services provided, including details of the work performed by the teaching resource and any deliverables that are relevant to CDIC's requirements.] <i>(Maximum 500 words.)</i>

	Project success:	[The reference should include, at a minimum, the number of learners that have achieved level requirement based on role] (Maximum 500 words.)
	Client Contact Name:	
	Title/Role:	
	E-mail Address:	
	Telephone Number:	

R3. Reference Projects – English Language Training (Maximum Assigned Points – 15)

Bidder should provide one (1) reference projects for engagements providing language training services in the English language to a Government of Canada department, agency or Crown Corporation client, completed in the last five (5) years as of the Deadline for Proposals.

The following information should be included, at a minimum, for each reference:

- a) Name of client organization for whom the language training services were provided;
- b) The start date (year and month) and end date (year and date) of the engagement;
- c) Provide details of the CSPS program levels delivered;
- d) Total number of training facilitators assigned to the project;
- e) Total number of teaching hours;
- f) Total number of learners enrolled;
- g) Mode of training: group course, including the number of learners per group, or individual course, and if on a full-time or part-time basis; and
- h) A brief description of the project's relevance to CDIC's requirements and deliverables.
- i) A brief description of the project's success, including how many learners achieved level requirement based on role.

For each reference project, the bidder must provide a reference, and provide the following information: client reference contact information (departmental or organizational representative, including name and title of contact, email, and telephone number) to whom the bidder reported to for the engagement.

By providing such referenced, bidder is deemed to consent to CDIC contacting those references for the purpose of validating the information provided. This information will be treated as confidential and used only by CDIC to validate the information above, as required.

A3. Reference #1 (15 Points)

	Name of Client:	
	Project Start Date:	
	Project End Date:	[mm/yyyy]
	CSPS Program levels:	[mm/yyyy]
	Number of Training Facilitators:	
	Number of teaching hours:	
	Number of learners:	
	Mode of training (group (number of learners per group)/individual and part-time/full-time):	
	Project description:	[The reference should include, at a minimum, a brief description of the language training services provided,

		including details of the work performed by the teaching resource and any deliverables that are relevant to CDIC's requirements.] <i>(Maximum 500 words.)</i>
	Project success:	[The reference should include, at a minimum, the number of learners that have achieved level requirement based on role] <i>(Maximum 500 words.)</i>
	Client Contact Name:	
	Title/Role:	
	E-mail Address:	
	Telephone Number:	

R4. Approach and Methodology to Learner Progression (Maximum Assigned Points – 15)

Bidder should describe its approach and methodology to support learner progression, from beginner to level achievement, using the CSPS framework and adult learning methodologies.

Bidder should describe, at a minimum, the following elements in its response:

- a) A brief description of bidder's approach and methodology, as well as any tools and learning theories applied to the learning framework;
- b) A brief description of their approach in engaging learners and create a positive learning experience; and
- c) A brief description of measures taken to identify and remove barriers and increase accessibility for learners with disabilities.

R5. Approach to Virtual Delivery (Maximum Assigned Points – 15)

Bidder should describe its approach to successfully delivering language training to adults virtually since March 2020.

Bidder should describe, at a minimum, the following elements in its response:

- a) A brief description of bidder's approach and current practices;
- b) Challenges and mitigation strategies implemented;
- c) A plan to prepare training facilitators prior to the start ;
- d) Steps taken to ensure training facilitators have the required technology skills (if any); and
- e) Success factors (if any).

A5. *(Maximum of 1,000 words.)*

R6. Recruitment and Retention of Training Facilitators (Maximum Assigned Points – 10)

Bidder should describe its proposed methodology to ensure the recruitment, selection and retention of trained and qualified training facilitators.

Bidder should describe, at a minimum, the following elements in its response:

- a) Hiring plan including any selection criteria to be used and an explanation of the bidder's hiring process for training facilitators;

- b) Hiring practices in support of diversity, inclusion and equity (along with a copy of bidder's current policy, directive or guideline);
- c) Current training procedures employed to ensure training and professional development of bidder's training facilitators;
- d) Plan to ensure that a sufficient number of qualified training facilitators will be available to meet CDIC's requirements; and
- e) Plan to ensure training facilitator continuity.

A6. *(Maximum of 1,000 words. Excluding copy of policy, directive or guideline)*

R7. Complaint Resolution (Maximum Assigned Points – 5)

Bidder should describe their complaint resolution mechanisms and procedures, including, but not limited to:

- a) Receiving and addressing complaints from learners receiving language training services;
- b) Receiving and addressing complaints from a representative of the client organization concerning client service issues; and
- c) Provide a copy of their current policy and/or guideline and/or procedures on harassment and violence in the workplace, if it exists; and
- d) Provide a copy of their current policy and/or guideline and/or procedure on complaint resolution policy, if it exists.

A7. *(Maximum of 500 words. Excluding copy of policy, directive or guideline)*

**OFFERS WHICH DO NOT CONTAIN THE REQUESTED DOCUMENTATION
MAY BE DEEMED NON-COMPLIANT.**

[END OF APPENDIX "C-2" (TECHNICAL OFFER)]

Schedule "D"

Financial Offer Requirements and Evaluation

1. Financial Offer Requirements

- 1.1 Financial Offers must include the required forms as set out in Schedule "E" (Required Forms).
- 1.2 The bidder must submit Financial Offers in Canadian dollars and exclusive of Canadian Goods and Services Tax (GST), Harmonized Sales Tax (HST), and/or provincial sales taxes (PST), as applicable.
- 1.3 The bidder must submit firm, fixed all-inclusive hourly rates for the Initial Term, by completing Table 1 (Hourly Rates Initial Term) of Appendix "D-2" (Financial Offer), which shall be payable as per Appendix "A" (Services and Fees) of the Professional Services Agreement (the "PSA", attached to the RFP as Schedule "F" (Form of the Professional Services Agreement)).
- 1.4 The bidder must submit maximum, all-inclusive hourly rates for the optional periods, by completing Table 2 (Maximum Hourly Rates Optional Periods of Appendix "D-2" (Financial Offer), which shall be payable as per Appendix "A" should CDIC exercise any option(s).
- 1.5 Rates shall include all labour, materials, photocopies, telephone charges, any applicable travel and living expenses, overhead, profit, shipping, freight and any applicable duties, levies, and all other fees, expenses and costs associated with providing the good and services outlined in Schedule "A" (Description of Services) and otherwise in the PSA, unless expressly excluded by CDIC in this Schedule "D".

2. Commercially Reasonable Rates

By submitting a Financial Offer, bidders shall be deemed to represent and warrant that the hourly rates offered are commercially reasonable and do not exceed the lowest hourly rates charged to any other customer, including their most favoured customer, for like quantity and quality of the services.

3. Non-Resident Bidders

Any bidder who is a non-resident of Canada for tax purposes shall clearly state this fact in its Financial Offer; otherwise, bidder shall be deemed to have represented that it is a resident of Canada for tax purposes.

4. Mathematical Errors

In assessing Financial Offers, subject to Section 11 (CDIC's Reserved Rights) of the RFP:

if there are errors in the mathematical extension of unit prices, the unit prices prevail and the mathematical extension is adjusted accordingly;

if there are errors in the addition of lump sum prices or unit price extensions, the total may be corrected, and the correct amount reflected in the total Evaluated Price without rejecting the Financial Offer; and

any bidder affected by mathematical errors identified by CDIC may be contacted for clarification.

5. Evaluated Price

For evaluation purposes, the Evaluated Price shall be the sum of Column G in Table 1 (Hourly Rates - Initial Term) and Column D in Table 2 (Maximum Hourly Rates – Option Periods) of Appendix “D-2” (Financial Offer).

[END OF SCHEDULE “D” (FINANCIAL OFFER REQUIREMENTS AND EVALUATION)]



Appendix "D-1"

Financial Offer Submission Form

INSTRUCTIONS TO BIDDERS: The Financial Offer shall be completed and accompanied by Appendix "D-2" Financial Offer).

FINANCIAL OFFER

LEGAL NAME OF BIDDER: _____

ADDRESS: _____

CONTACT NAME: _____

TELEPHONE: _____

EMAIL: _____

SOLICITATION NUMBER: 2022-3368

TITLE: LANGUAGE TRAINING SERVICES

1. The undersigned bidder (hereinafter referred to as the "**Bidder**") hereby offers the Canada Deposit Insurance Corporation ("CDIC") to perform and complete the work at the place, in the manner set out in accordance with the documents specified in the RFP and any additional documents or information submitted as part of its Technical Offer and at the prices specified herein.
2. The Bidder has submitted its pricing in accordance with the instructions in the RFP and in Schedule "D" (Financial Requirements and Evaluation) in particular. The Bidder confirms that the pricing information provided is accurate. The Bidder acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance or ranking of its proposal or its eligibility for future work.

3. Appropriate Law

This RFP and any Agreement and subsequent purchase order authorized as a result of this RFP shall be governed by and construed in accordance with the laws in force in the Province of Ontario, Canada.

4. Place of Residence Information

- Bidder **Resident** of Canada for Canadian tax purposes
- Bidder **Non-resident** of Canada for Canadian tax purposes

If not specified, the Bidder will be deemed to represent and warrant that it is a resident of Canada for Canadian tax purposes.

By signing this Form, the Bidder represents that the above information is accurate.



Signature

Date

Print Name

Title

I have the authority to bind the Bidder.

**OFFERS WHICH DO NOT CONTAIN THE REQUESTED DOCUMENTATION
MAY BE DEEMED NON-COMPLIANT.**

[END OF APPENDIX "D-1" (FINANCIAL OFFER SUBMISSION FORM)]

Appendix “D-2”

Financial Offer

INSTRUCTIONS TO BIDDERS: The bidder must not alter the format of the table below in any way, other than to remove highlighted text and add hard returns to provide responses. Columns and rows are not to be added or deleted.

Table 1. Hourly Rates - Initial Term

A	B	C	D	E	F	G
Language Training (virtual or in-person)	Year 1	Year 2	Year 3	Sum of Columns B, C & D	Estimated Level of Effort per Month (30 hours per Week for 4 weeks x 4 Training Facilitators)	Evaluated Price = Sum of (Column E x Column F)
	Firm All-inclusive Hourly Rate	Firm All-inclusive Hourly Rate	Firm All-inclusive Hourly Rate			
Training Facilitator	\$	\$	\$	\$	480 hours	\$
Evaluated Price						

Bidder’s hourly rates in Table 1 above shall be used for evaluation purposes and shall be the Firm, All-inclusive Hourly Rates for the Initial Term under any resulting Agreement.

Table 2. Maximum Hourly Rate - Option Periods

A	B	C	D
Language Training (virtual or in-person)	Option Year 1	Option Year 2	Evaluated Price = Sum of (Column B + Column C)
	Maximum All-Inclusive Hourly Rate	Maximum All-Inclusive Hourly Rate	
Training Facilitator	\$	\$	\$
Evaluated Price			

Bidder’s hourly rates in Table 2 above shall be used for evaluation purposes and shall be the Maximum, All-inclusive Hourly Rates for the option periods, if exercised by CDIC.

**OFFERS WHICH DO NOT CONTAIN THE REQUESTED DOCUMENTATION
MAY BE DEEMED NON-COMPLIANT.**

[END OF APPENDIX “D-2” (FINANCIAL OFFER)]

Schedule "E"

Required Forms

Bidders must submit all required forms below:

1.	Bidders must submit a completed <u>Appendix "C-1"</u> (Technical Offer Submission Form).
2.	Bidders must complete and submit <u>Appendix "C-2"</u> (Technical Offer).
3.	Bidders must complete and submit <u>Appendix "D-1"</u> (Financial Offer Submission Form).
4.	Bidders must submit a completed <u>Appendix "D-2"</u> (Financial Offer).

[END OF SCHEDULE "E" (REQUIRED FORMS)]

Schedule "F"
Form of Professional Services Agreement

Attached is the Professional Services Agreement ("PSA") for this RFP. Within the PSA are highlighted provisions that cover issues that CDIC will require be addressed in the final form of agreement. Negotiations with the top-ranked bidder will be based on the PSA attached, with possible adjustments made to reflect the top-ranked bidder's standard form of agreement (if provided), where needed.

Contract No.: 2022-XXXX

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of the Execution Date

BETWEEN:

CANADA DEPOSIT INSURANCE CORPORATION,
a federal crown corporation established by an Act of Parliament,
the *Canada Deposit Insurance Corporation Act*
("CDIC")

AND:

[insert name of corporation or partnership],
a corporation existing under the laws of <*>
or
a (**limited liability**) partnership established pursuant to the laws of <*>
("Consultant").

BACKGROUND

- A. In accordance with CDIC's *Procurement and Contracting Policy*, as may be amended from time to time, and following a request-for-proposals process No. RFP 2022-3368 for the provision of language training services (the "RFP"), CDIC has selected <*> to provide the <Services> set out in Appendix A to this Agreement.
- B. The Consultant is qualified to provide the Services and agrees to provide the Services in accordance with the terms and conditions of this Agreement;

IN CONSIDERATION of the above, the mutual covenants set out herein, and other good and

valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. Whenever used in this Agreement, the following words and terms shall have the meanings set out below:

“**Acceptance**”, “**Accepts**”, “**Accepted**” or “**Acceptable**” means the confirmation in writing by the Designated Officer that CDIC is satisfied with the quality of the Services provided;

“**Agreement**” means this Professional Services Agreement and includes the appendices and any schedules attached hereto, as such may be amended from time to time by written agreement of the Parties hereto;

“**Assigned Person**” means any person employed or engaged by the Consultant who is (i) assigned by the Consultant to perform the Services and is listed in Appendix A, or (ii) who is assigned by the Consultant to perform the Services as an alternate, pursuant to Section 6.5;

“**Business Day**” means a day, other than a Saturday, Sunday or a statutory or civic holiday in the City of Ottawa, Province of Ontario, Canada;

“**Claim**” means any claim, demand, action, assessment or reassessment, suit, cause of action, damage, loss, charge, judgment, debt, costs, liability or expense, including taxes, interest and penalties imposed by law and the reasonable professional fees and all costs incurred in investigating or pursuing, defending or settling any of the foregoing or any proceeding relating to any of the foregoing;

“**Commencement Date**” means the date set out in Appendix A on which the Consultant shall begin to provide the Services;

“**Completion Date**” means the date set out in Appendix A on which the Consultant shall cease to provide the Services;

“**Confidential Information**” has the meaning attributed thereto in Appendix B;

“**Designated Officer**” means the individual set out in Appendix A who represents CDIC, or such other person as may be designated by CDIC from time to time;

“**Disbursements**” mean the reasonable fees, expenses, costs or charges, from other parties that are incurred by the Consultant for the purpose of performing the Services including all applicable taxes thereon, but do not include Pre-approved Expenses;

“**Execution Date**” means the latest date this Agreement is signed by the Parties as indicated on the signature page;

“**Fee**” or “**Fees**” means an amount agreed to be paid to the Consultant for the provision of any part of the Services as set out in Appendix A;

“**GST/HST/PST**” means all taxes exigible under Part IX of the *Excise Tax Act*;

“**Information**” means all information provided to the Consultant and any Assigned Person, regardless of form or medium, whether reproducible or not, and includes any facts, data, hypotheses, analyses, projections, assumptions, or opinions;

“**Intellectual Property Rights**” means any rights provided under: (i) patent law; (ii) copyright law (including moral rights); (iii) trade-mark law; (iv) design patent or industrial design law; (v) semi-conductor chip or mask work law; or (vi) any other statutory provision or common law principle applicable to this Agreement, including trade secret law, which may provide a right in either hardware, software, documentation, Confidential Information, ideas, formulae, algorithms, concepts, inventions, processes or know-how generally, or the expression or use of such hardware, software, documentation, Confidential Information, ideas, formulae, algorithms, concepts, inventions, processes or know-how; or any rights provided under any applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing;

“**Non-Compliant Jurisdiction**” means any jurisdiction whose laws conflict with or impede the application of the *Privacy Act* and the *Personal Information Protection and Electronic Documents Act*, either expressly or through subsequent application. This includes the United States of America;

“**Parties**” means CDIC and the Consultant, and “**Party**” means either one of them;

“**person**” includes an individual, a corporation, a general or limited partnership, a joint venture, a trust, an unincorporated organization, the Crown or a federal, provincial, national, state or municipal government or any agency or instrumentality of the Crown or a government or any entity recognized by law;

“**Personal Information**” means Information about an identifiable individual;

“**Pre-approved Expenses**” mean the reasonable out-of-town travel, accommodation and living expenses, including all applicable taxes thereon, that are expected to be incurred by the Consultant for the purpose of performing the Services and that are approved by CDIC’s Designated Officer prior to actually being incurred;

“**Services**” means the tasks or activities required to be performed by the Consultant as set out in Appendix A and any services ancillary thereto;

“**Total Fee**” means the total amount payable to the Consultant for the provision of the Services as set out in Appendix A; and

“**Work Product**” means all materials, inventions and other deliverables that the Consultant may develop for CDIC in the course of providing the Services, whether alone or jointly with others, including all research, reports, correspondence, memoranda, notes, source

code, object code, executable code, technical documentation, user documentation, custom software and all information generated by the Consultant specifically for CDIC in any reproducible medium in connection with the provision of the Services.

1.2 Certain Rules of Interpretation. In this Agreement,

- (a) **Time** - time is of the essence hereof;
- (b) **Currency** - unless otherwise specified, all references to monetary amounts in this Agreement are to lawful currency of Canada;
- (c) **Headings** - descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections and as such, shall not affect the construction or interpretation of this Agreement;
- (d) **Singular, etc.** - words expressed in the singular include the plural and vice-versa and words in one gender include all genders;
- (e) **Consent** - whenever a provision of this Agreement requires an approval or consent by a Party to this Agreement and notification of such approval or consent is not delivered within the applicable time, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent;
- (f) **Calculation of Time** - unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends;
- (g) **Business Day** - whenever any payment is to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day following such day;
- (h) **Inclusion** - where the words “including” or “includes” appear in this Agreement, they mean “including without limitation” or “includes without limitation” respectively;
- (i) **References** - the words “herein”, “hereof”, “hereby” and “hereunder” and similar expressions refer to this Agreement as a whole and not to any particular portion of it and references to an Article, Section or subsection refer to the applicable Article, Section or subsection of this Agreement; and
- (j) **No Strict Construction** – the language used in this Agreement is the language chosen to express the mutual intent of the Parties, and no rule of strict construction will be applied against either of the Parties.

- 1.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The rights and obligations under this Agreement shall not be governed by the *United Nations Convention on Contracts for the International Sale of Goods* or any local implementing legislation, the application of which is expressly excluded.
- 1.4 **Appendices.** The appendices to this Agreement listed below include additional terms which form part of this Agreement:

<u>Appendix</u>	<u>Description</u>
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- | | |
|--------|---|
| A..... | Services and Fees |
| B..... | Confidentiality, Privacy, Conflict of Interest and Security |

**ARTICLE 2
AGREEMENT FOR SERVICE**

- 2.1 The Consultant is hereby engaged by CDIC as of the Execution Date as an independent contractor on a non-exclusive basis for the sole purpose of undertaking and delivering the Services set out in Appendix A and any applicable Work Product for the term set out therein, and in accordance with this Agreement. The effective date of the Services is the Commencement Date.
- 2.2 Subject to the conflict of interest provisions contained in Appendix B, CDIC acknowledges that, during the term of this Agreement, the Consultant and any Assigned Person may provide services to other persons (including member institutions of CDIC or any parent or subsidiary corporations or affiliates thereof).
- 2.3 The Consultant is responsible for the delivery of all filings required in relation to, and the payment of: all taxes, levies, premiums or payments assessed, levied or charged against the Consultant, including any GST/HST/PST, income tax, local tax, workplace safety and insurance premiums, Canada Pension Plan or Quebec Pension Plan premiums, Employment Insurance premiums and Ontario Health Insurance Plan premiums or levies or other contributions as required by all laws applicable to the Consultant or to any Assigned Person (all collectively, the “**filings and deductions**”). In addition to any other indemnifications contained in this Agreement, the Consultant agrees to indemnify and save harmless CDIC, its employees, agents, officers and directors from any Claims arising as a result of or in relation to:
- (a) the Consultant’s failure, omission or refusal to deliver or remit any filings and deductions to the appropriate federal, provincial or municipal government entity, agency or collecting body, as required by law; or,
 - (b) a determination by any federal, provincial or municipal government entity, agency or collecting body that (notwithstanding the express and mutual intention of the

Parties,) the relationship between CDIC and any of the Consultant or any Assigned Person, is not an independent contractor relationship.

ARTICLE 3 LIMITATION OF AUTHORITY

- 3.1** The Consultant shall have no authority to enter into any contract, commitment or obligation of any kind whatsoever on behalf of CDIC unless the Consultant receives prior written authorization from CDIC.
- 3.2** Neither the Consultant nor any Assigned Person shall, at any time, be deemed to be an employee, servant or agent of CDIC or of Her Majesty in Right of Canada, for any purpose whatsoever.

ARTICLE 4 CONFIDENTIALITY AND CONFLICT OF INTEREST AND USE OF PERSONAL AND CONFIDENTIAL INFORMATION

- 4.1** The Consultant agrees to be bound by the terms set out in this Article 4 and in the attached Appendix B entitled “Confidentiality, Privacy Conflict of Interest and Security”.
- 4.2** The Consultant agrees that prior to allowing any Assigned Person to perform the Services, it shall require that Assigned Person to read and agree to abide by the terms of the attached Appendix B entitled “Confidentiality, Privacy, Conflict of Interest and Security”.
- 4.3** Except as set out in Appendix A, the Consultant represents and warrants that:
- (a) The Consultant only carries on business in Canada;
 - (b) The Consultant does not have a parent, subsidiary or other related company that operates in a Non-Compliant Jurisdiction;
 - (c) The Consultant does not subcontract or outsource data processing or storage to any third party carrying on business in a Non-Compliant Jurisdiction; and
 - (d) The Consultant’s employees are bound by written confidentiality agreements or binding confidentiality policies.
- 4.4** The Consultant agrees that:
- (a) CDIC shall retain custody and control of any Confidential Information and Personal Information transferred, collected, created, obtained, maintained or otherwise held by the Consultant for the purposes of this Agreement, and all Confidential Information and Personal Information must be returned to CDIC upon request;
 - (b) Except as set out in Appendix A, the Consultant shall not transfer Personal Information to any entity or person carrying on business in a Non-Compliant Jurisdiction for any purpose unless approved by CDIC in writing. Confidential

Information may be disclosed to third parties that provide data processing, storage and similar services to the Consultant and may correspondingly be used, processed and stored outside Canada by the Consultant and such third party service providers. The Consultant is responsible to CDIC for causing such third party service providers to comply with the obligations of confidentiality set out in this Agreement;

- (c) CDIC shall have the right to review from time to time the measures and practices adopted by the Consultant to perform its obligations under this Agreement. This right of review includes the right to attend the Consultant's premises on reasonable written notice to the Consultant to review such measures and practices and the right to audit the Consultant's records and otherwise verify audit trails for data access, modification or disclosure. The Consultant shall provide full cooperation in connection with any such review. To the extent that such review causes the Consultant to incur reasonable third party expenses, such expenses shall be reimbursed by CDIC;
- (d) The Consultant shall implement sufficient audit trail requirements to record access to Confidential Information and any attempted access thereto and any modification or disclosure of Confidential Information; and
- (e) The Consultant shall include the above representations, warranties and terms in any agreement with a third party respecting the transfer of Confidential Information or Personal Information, *mutatis mutandis*.

4.5 If the Consultant learns of any actual or reasonably suspected access, use, destruction, alteration or disclosure of Confidential Information or Personal Information that is not permitted by this Agreement or otherwise approved by CDIC in writing (including any loss or theft of Confidential Information or Personal Information) (collectively, a "**Data Breach**"), Consultant shall promptly notify CDIC in writing of the particulars of such Data Breach (unless such notice is prohibited by applicable law). The Consultant shall thereafter contain and investigate the Data Breach and fully cooperate with CDIC in resolving the Data Breach.

4.6 In the event of a change in status or ownership of a parent company or of the Consultant that may result in a change of custody or control of data being held and/or processed by the Consultant, the Consultant shall promptly notify CDIC. Following such notification, CDIC reserves the right to immediately terminate this Agreement or seek amendments thereto.

4.7 In the event of a change in the operations of the Consultant, such as acquiring or creating an entity in a Non-Compliant Jurisdiction that shall have access to CDIC Information, the Consultant shall promptly notify CDIC. Following such notification, CDIC reserves the right to immediately terminate this Agreement or seek amendments thereto.

ARTICLE 5 CDIC'S RESPONSIBILITIES

- 5.1 If and when necessary, CDIC shall provide the Consultant with limited access, as required, to its offices and personnel at 50 O'Connor Street, Ottawa, Ontario (the "Premises") [OR: 50 O'Connor Street, Ottawa, Ontario and 79 Wellington Street West, Suite 1200, Toronto, Ontario (collectively, the "Premises")] to facilitate the provision of the Services. The Consultant agrees to abide by the requirements of CDIC and the Designated Officer with respect to security, timing and manner and method of access, occupancy and egress from the Premises, as those requirements may change from time to time. The Consultant further agrees to abide by any rules regarding access, occupancy and egress imposed by the landlord of the Premises.
- 5.2 The Designated Officer, or other representative of CDIC, as may be appropriate, shall provide the Consultant with the Information and Confidential Information that is required for the provision of the Services.
- 5.3 CDIC acknowledges that the provision of the Services may require the Designated Officer and other CDIC personnel to be available for meetings with the Consultant and to respond promptly to the inquiries of the Consultant. CDIC shall use reasonable efforts to accommodate same without disrupting its operations.
- 5.4 The Consultant shall consult with the Designated Officer from time to time, regarding the provision of the Services. The Designated Officer may provide the Consultant with a schedule for the completion of the Services (the "Schedule").
- 5.5 CDIC may, at its own discretion, periodically or from time to time, advise the Consultant as to whether the provision of Services by the Consultant is Acceptable. CDIC shall have the right to require the Consultant to correct or replace any Services and Work Product that are deemed by CDIC not to be Acceptable, at the Consultant's own expense. CDIC shall inform the Consultant of the reasons for any such non-Acceptance of the Services or Work Product as the case may be.
- 5.6 CDIC or its representatives may, at any time during the term of this Agreement or within one (1) year of the expiration or termination of this Agreement, conduct an audit of the books, accounts, records, data or other information of the Consultant relating to the performance of the Services and of all expenditures or commitments made by the Consultant in connection therewith. The Consultant shall not, without the prior written consent of CDIC, dispose of any books, accounts or records that relate to the performance of the Services until the later of: (i) the expiration of one (1) year after the final payment is made under this Agreement; or (ii) the settlement of all outstanding claims and disputes between the Parties. The Consultant shall provide CDIC with access to its premises, to all books, accounts, and records related to the performance of the Services and shall co-operate fully with CDIC in respect of any audit that is conducted.

ARTICLE 6 CONSULTANT'S RESPONSIBILITIES

- 6.1 The Consultant represents and warrants that it is validly incorporated under the laws of <*> and that it has the power and authority to enter into this Agreement. The Consultant represents and warrants that the Consultant and each Assigned Person has the necessary resources, competence and qualifications, including knowledge, skill and experience to provide the Services. The Consultant shall provide the Services promptly, efficiently, in accordance with reasonable standards of quality acceptable to CDIC, in consultation with the Designated Officer, in conformity with the Schedule established by the Designated Officer, if any, and with the terms and provisions of this Agreement.
- 6.2 The Consultant shall commence the provision of the Services on the Commencement Date and shall provide the Services until the earlier of the Completion Date or the date on which the Services are completed by the Consultant and Accepted by the Designated Officer.
- 6.3 The Consultant shall make periodic written reports, as requested by the Designated Officer, outlining the progress made by the Consultant in providing the Services.
- 6.4 CDIC is required to notify individuals in connection with the collection of Personal Information by CDIC. The Consultant agrees that prior to providing any Personal Information about an Assigned Person to CDIC, or prior to allowing an Assigned Person to perform the Services, as applicable, the Consultant shall either (a) provide the Assigned Person with CDIC's privacy notice (a copy of which is at <http://www.cdic.ca/en/about-cdic/policies-reports/atip/Pages/Privacy.aspx>), or (b) refer the Assigned Person to the webpage where the privacy notice is posted, and require the Assigned Person to read the privacy notice.
- 6.5 The Consultant shall ensure that the Services are only provided by the Assigned Persons listed in Appendix A hereof and that such Assigned Persons are available to perform the Services in accordance with the Schedule established by the Designated Officer, if any. Should such Assigned Person be unavailable to provide the Services, the Consultant may, with CDIC's prior written consent, assign an alternate Assigned Person who has a comparable level of skill, ability and qualifications to provide the Services. Other amendments to the list of Assigned Persons in Appendix A may be made with the written consent of CDIC.
- 6.6 CDIC shall have access at all reasonable times to the books, accounts, records, data, Work Product and other information in the Consultant's and any Assigned Person's possession and control in connection with the provision of the Services.
- 6.7 On termination for any reason other than breach by CDIC, to the extent that it may exist, in whole or in part, the Consultant shall deliver to CDIC, or such person as CDIC may designate, the Work Product and knowledge that is required by CDIC to complete the provision of the Services or that will allow CDIC to utilize the Services or Work Product on an ongoing basis.

- 6.8 The Consultant warrants that no Work Product will infringe or otherwise violate any Intellectual Property Rights of any third party.
- 6.9 The Consultant warrants that all Services and Work Product provided under this Agreement will, at the time of Acceptance, be free from any defect in workmanship and conform to the requirements of this Agreement. If the Consultant is required to correct or replace the Services or Work Product or any portion thereof, it shall be at no cost to CDIC, and any Services or Work Product corrected or replaced by the Consultant shall be subject to all the provisions of this Agreement to the same extent as the Services or Work Product as initially performed.
- 6.10 The Consultant acknowledges and agrees that it shall, and that CDIC may require the Consultant to require any Assigned Person, to act in conformity with any existing or future policies, standards, guidelines and procedures of CDIC as may become appropriate in CDIC's discretion, at all times during the provision of the Services, including:
- a) where the Services involve Personal Information or other "Protected Information", as that term is defined in CDIC's *Information Classification Standard*, the Consultant will adhere to CDIC's *Corporate Security Policy*;
 - b) where the Services involve travel and related living expenses, the Consultant will adhere to CDIC's *Travel, Hospitality, Conferences and Events Policy*; and
 - c) where any Assigned Person will be performing Services at CDIC's Premises on a regular basis, to require any Assigned Person to review and act in conformity with: (i) the Guidelines for Contractors/Consultants' Personnel/Agency Personnel (the "**Guidelines**") and (ii) *Harassment and Violence Prevention Policy* prior to or on the date such Assigned Person commences performing the Services; and (iii) CDIC's *Vaccination Policy for Third-Parties*.
- 6.11 The Consultant shall be responsible for ensuring that each Assigned Person complies with all of the terms of this Agreement, and shall be responsible for any non-compliance in any way attributable to any Assigned Person or other person for whom the Consultant is responsible.

ARTICLE 7

OWNERSHIP OF INTELLECTUAL PROPERTY

- 7.1 The Consultant agrees that prior to allowing any Assigned Person to perform the Services, it shall require that Assigned Person to read and agree to abide by the terms of this Article 7.
- 7.2 If, during the course of providing Services to CDIC, the Consultant develops any work that is protected by copyright, the Consultant hereby waives unconditionally any moral rights it may have in such work and shall require each Assigned Person to waive unconditionally any moral rights in such work.

- 7.3 The Consultant shall not use or disclose any Work Product or other materials embodying any of CDIC’s Intellectual Property Rights provided by CDIC or developed for CDIC except in the course of providing the Services or as expressly authorized by CDIC in writing.
- 7.4 The Consultant shall not make any unauthorized use of any trade secrets or Intellectual Property Rights of a third party during the course of providing Services to CDIC.
- 7.5 The Consultant shall not make any unauthorized use of CDIC’s property including its computer systems, communications networks, databases or files, and shall adhere to all CDIC policies regarding the use of such computer systems, communication networks, databases or files.
- 7.6 The Consultant shall only use software authorized by CDIC on CDIC equipment.
- 7.7 The Consultant acknowledges and agrees that it shall be held liable for any breach or any damages resulting from any violations of the terms of this Article 7 that are caused by the Consultant or that are attributable in any way to an Assigned Person.
- 7.8 All Work Product shall be the exclusive property of CDIC and the Consultant shall have no right, title or interest in any such Intellectual Property Rights. At the request and expense of CDIC, the Consultant shall do all acts necessary and sign all documentation necessary in order to assign all rights in the Intellectual Property Rights to CDIC and to enable CDIC to register patents, copyrights, trade-marks, mask works, industrial designs and such other protections as CDIC deems advisable anywhere in the world.
- 7.9 The Consultant agrees to provide all reasonable assistance to CDIC in the prosecution of any patent application, copyright registration or trade-mark application or the protection of any Intellectual Property Rights. The Consultant agrees to execute any documentation necessary to assist with any such prosecution or to effect any such application or registration upon the request of CDIC, whether such request is made during the term of this Agreement or after the expiration or termination of this Agreement for any reason whatsoever.

**ARTICLE 8
FEES AND BILLING PROCEDURES**

- 8.1 The Total Fee payable under this Agreement is as set out in Appendix A. The Consultant shall have no right to demand any additional Fees other than as set out in Appendix A, either before, during or after the completion of provision of the Services.
- 8.2 In accordance with the terms of Appendix A, the Consultant shall deliver a written request for payment in the form of an invoice for services rendered to CDIC (the “**Invoice**”).
- 8.3 The Invoice shall be accompanied by supporting documentation confirming the amount and particulars of any Disbursements or Pre-approved Expenses incurred by the Consultant in providing the Services and shall specify the following information, as applicable:

- (a) a detailed suitable description of the Services provided in relation to the Fees billed by the Consultant;
- (b) the amount owing in accordance with the Fees set out in Appendix A;
- (c) the amount of GST/HST/PST thereon;
- (d) the amount of any Disbursements and Pre-approved Expenses; and
- (e) such other information as CDIC may reasonably require.

The Consultant agrees that failure to include all supporting documentation with the Invoice and/or failure to provide any or all of the foregoing information as part of the Invoice may result in a delay of payment to the Consultant.

- 8.4** Within thirty (30) days of receiving an Invoice, CDIC shall verify the amounts stipulated in the Invoice and subject to Section 8.1 hereof, shall pay to the Consultant the full amount of the Invoice. CDIC shall advise the Consultant of the details of any objection it may have to the form, content or amount of the Invoice within fifteen (15) days of receipt of the Invoice, and the above-noted thirty (30) day period shall commence to run after receipt by CDIC of a revised Invoice.
- 8.5** Subject to Section 9.3 hereof, upon termination of this Agreement by CDIC, the Consultant shall, within fifteen (15) days after the effective date of such termination, deliver a final Invoice to CDIC in the form specified above setting out the Fees, GST/HST/PST, Disbursements, and Pre-approved Expenses charged or incurred by the Consultant from the date of the previous Invoice to the effective date of termination and CDIC shall pay the Invoice in accordance with this Article 8. The Consultant shall not be entitled to payment for any amount on account of Fees, GST/HST/PST, Disbursements or Pre-approved Expenses that are either charged or incurred by the Consultant following the effective date of termination of this Agreement.

[For Non-Resident Consultants – include the following:

- 8.6** Unless otherwise specified herein, any and all taxes, duties, fees, levies and other impositions imposed by the laws of a non-Canadian jurisdiction, including without limitation federal excise tax, state or local sales or use tax, value-added tax, income tax, and any other foreign tax whatsoever, are included in the Total Fee.
- 8.7** Where any amounts payable by CDIC under the Agreement are subject to any Canadian federal or provincial deduction, withholding or similar tax, CDIC shall deduct or withhold the necessary amount it is required to deduct or withhold from the amounts to be paid to the Consultant under the Agreement, unless Consultant provides proper documentation from the competent Canadian federal or provincial governmental authority relieving CDIC of its withholding obligations prior to payment being made. The Consultant is solely responsible, at all times, for obtaining its own professional advice regarding any Canadian federal or provincial deduction and withholding or similar tax.]

ARTICLE 9 EXPIRATION AND TERMINATION

- 9.1 CDIC may terminate this Agreement at any time by giving the Consultant five (5) **ten (10)** Business Days prior written notice. ***[If Assigned Person is the main/sole employee, then for any contract term of at least 3 months' duration, it is most prudent to match statutory notice requirements under the Canada Labour Code ("CLC") of 2 weeks (10 working days). In such case, if term extends (or is extended to) 12-36 months, increase notice by another 5 business days to match CLC severance requirements.]*** The Consultant and CDIC agree and acknowledge that the giving of such written notice shall serve to discharge all liability whether contractual, statutory, or otherwise owed by CDIC to the Consultant, except CDIC's obligation to pay the Consultant any outstanding Fees earned and GST/HST/PST thereon, and any Disbursements or Pre-approved Expenses incurred by the Consultant in the period prior to the effective date of termination of this Agreement which obligation shall survive such termination.
- 9.2 If the Consultant breaches any provision of this Agreement and fails to remedy such breach within five (5) Business Days of receiving a written notice from CDIC notifying the Consultant of such breach, CDIC may, without giving any further notice to the Consultant, terminate this Agreement effective as of the end of such five (5) day period.
- 9.3 Notwithstanding any other provision of this Agreement, if this Agreement is terminated by CDIC pursuant to Section 9.2 above:
- (a) the Consultant shall not be entitled to payment for any amount on account of Fees, GST/HST/PST, Disbursements or Pre-approved Expenses that are charged or incurred by the Consultant after the day upon which such notice of breach of the Agreement is received by the Consultant; and,
 - (b) CDIC may arrange, upon such terms and conditions and in such manner as CDIC deems appropriate, for any uncompleted Services to be completed and the Consultant shall be liable to CDIC for any amounts in excess of the Total Fee as are required to retain a replacement consultant to complete the Services. CDIC may, in its sole discretion, withhold from the amount due to the Consultant upon termination of this Agreement such sums as CDIC determines to be necessary to protect CDIC against any excess costs it might incur in relation to the retention of a replacement consultant and the completion of the Services.
- 9.4 If the Services are not provided in full, the Consultant shall be entitled to payment of that portion of the Total Fee represented by the Services performed as determined by CDIC acting reasonably.
- 9.5 This Agreement shall expire automatically on the earlier of the Completion Date or the date on which the Services are completed by the Consultant and Accepted by the Designated Officer.
- 9.6 Upon expiration or termination of this Agreement for any reason whatsoever, the Consultant shall forthwith return all Information, Confidential Information, Work Product

and other materials embodying CDIC's Intellectual Property Rights in the possession or control of the Consultant or any Assigned Person to CDIC or shall provide a written certificate to CDIC certifying the destruction of all Information, Confidential Information, Work Product and other materials embodying CDIC's Intellectual Property Rights if instructed by CDIC to destroy such Information.

ARTICLE 10 INDEMNIFICATION

- 10.1** CDIC agrees to indemnify, defend and hold harmless the Consultant and its respective employees, agents, officers, directors, successors and assigns (each, a “**Consultant Indemnitee**”), from and against any Claims that may be made or brought against the Consultant Indemnitee, or which they may suffer or incur, directly as a result of any deliberate or negligent acts or omissions by CDIC or any person for whom CDIC is responsible.
- 10.2** The Consultant agrees to indemnify, defend and hold harmless CDIC and its respective employees, agents, officers, directors, successors and assigns (each, a “**CDIC Indemnitee**”) from and against any Claims that may be made or brought against the CDIC Indemnitee, or which they may suffer or incur, directly or indirectly as a result of or in connection with:
- (a) any deliberate or negligent acts or omissions of the Consultant or any person for whom the Consultant is responsible (including any Assigned Person);
 - (b) any injury sustained by the Consultant or by any Assigned Person while on the Premises for any reason connected with this Agreement;
 - (c) the infringement, alleged infringement or potential infringement by any aspect of the Services or the Work Product of the Intellectual Property Rights of any person;
 - (d) any breach by the Consultant or any Assigned Person of Article 4 or the obligations to protect Confidential Information or Personal Information; or
 - (e) any other breach of this Agreement by the Consultant or by any Assigned Person.
- 10.3** The obligation to indemnify in respect of any Claim is contingent upon the CDIC Indemnitee or the Consultant Indemnitee (as applicable) (the “**Indemnified Party**”) (a) giving prompt written notice thereof to the indemnifying Party (the “**Indemnifying Party**”) and (b) providing reasonable co-operation and assistance to the Indemnifying Party in the investigation, defence, negotiation and settlement of any Claim, including providing reasonable access to relevant information and employees. The obligation to indemnify in respect of any Claim shall terminate unless the Indemnified Party gives the aforementioned written notice to the Indemnifying Party within two (2) years of the date on which the Indemnified Party knew or ought reasonably to have known of the existence of the Claim.

10.4 Third Party Claims. In respect of any third party Claim, the Indemnifying Party will be entitled to elect by written notice addressed to the Indemnified Party, within fifteen (15) days after its receipt of such notice, to assume control over the investigation, defence, negotiation and settlement of such third party Claim at its own cost, risk and expense.

(a) If the Indemnifying Party elects to assume such control, the Indemnified Party will have the right to participate in the investigation, defence, negotiation and settlement of such third party claim at the cost of the Indemnifying Party and to retain counsel to act on its behalf, provided that the fees and disbursements of such counsel will be paid by the Indemnified Party unless the Indemnifying Party consents to the retention of such counsel or unless the named parties to any action or proceeding include both the Indemnifying Party and the Indemnified Party and the representation of both the Indemnifying Party and the Indemnified Party by the same counsel would be inappropriate due to the actual or reasonably potential differing interests between them (such as the availability of different defences). The Indemnifying Party will not settle any Claim without the prior written consent of the Indemnified Party.

(b) If the Indemnifying Party does not elect to assume control of the investigation, defence, negotiation and settlement of the third party Claim, or if the Indemnifying Party, having elected to assume such control thereafter fails to diligently defend the third party Claim, the Indemnified Party will have the right to assume such control in such reasonable manner as it may deem appropriate, at the cost, risk and expense of the Indemnifying Party, and the Indemnifying Party will be bound by the results obtained by the Indemnified Party with respect to such third party Claim. The Indemnifying Party will have the right to participate in such defence at its own cost and expense.

10.5 Set-off and Subrogation. The indemnity obligations hereunder will be enforceable without right of set-off, counterclaim or defence as against the Indemnified Party. The Indemnifying Party will, upon payment of an indemnity in full under this Agreement, be subrogated to all rights of the Indemnified Party with respect to the claims and defences to which such indemnification relates.

ARTICLE 11 DISPUTE RESOLUTION

11.1 Subject to Section 11.4 below, all matters to be decided or agreed upon by the Parties under this Agreement and all disputes which may arise with respect to any matter governed by this Agreement shall at first instance be decided or resolved by the most senior Assigned Person or Designated Officer of each Party. Each Party acknowledges that it is in their mutual best interests to make all such decisions by mutual agreement and agrees to act reasonably and in good faith in order to permit and encourage their employees and officers to do so.

11.2 If the Assigned Person or Designated Officer noted above are not able to resolve any dispute referred to them within fifteen (15) days of such referral, or if they are not able to

agree on any other matter required to be decided by them under this Agreement, either Party may refer the matter to arbitration in accordance with the provisions of the *Commercial Arbitration Act*, R.S.C., 1985, c. 17 (2nd Supp.).

- 11.3** No Party may bring legal proceedings in respect of any issue that is to be submitted to arbitration hereunder unless that Party has complied with subsection 11.1 and 11.2.
- 11.4** Notwithstanding the above, each Party reserves the right to seek equitable relief in a court of competent jurisdiction to protect Intellectual Property Rights, Confidential Information or Personal Information.

ARTICLE 12 SURVIVAL OF TERMS OF AGREEMENT

12.1 All of:

- (a) the Consultant's and any Assigned Person's obligations regarding confidentiality of information and ownership of Intellectual Property Rights under Articles 4 and 7 and Appendix B;
- (b) the provisions regarding indemnification; and
- (c) the provisions regarding dispute resolution,

shall survive the expiration or termination of this Agreement for any reason whatsoever, as shall any other provision of this Agreement which, by the nature of the rights or obligations set out therein, might reasonably be expected to so survive.

ARTICLE 13 GENERAL

- 13.1 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to that subject matter. No supplement, modification or waiver or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby.
- 13.2 Amendments.** This Agreement may be changed, amended or modified at any time by written instrument executed by the authorized representatives of the Parties, except for amendments to the list of Assigned Persons in Appendix A pursuant to Section 6.5 which only require the written consent of CDIC.
- 13.3 Renewal.** The term of this Agreement may be extended prior to the expiration hereof or this Agreement may be renewed for such period and on such terms and conditions as may be agreed upon in writing by the Parties.

- 13.4 Waiver.** No term or provision of this Agreement shall be deemed waived and no breach thereof shall be deemed excused unless such waiver or consent is in writing and signed by the Party waiving or consenting. No waiver or consent by any Party, whether express or implied, shall constitute a waiver or consent for any other term or provision or subsequent breach of such term or provision.
- 13.5 Assignment.** Neither this Agreement nor any part of, nor any right, title or interest under this Agreement shall be assigned, sub-contracted or otherwise transferred by the Consultant without CDIC's prior written consent, which consent may be withheld without reason. This Agreement shall enure to the benefit of and bind the Consultant and its successors and permitted assigns.
- 13.6 Publicity.** The Consultant shall not refer to this Agreement, nor to any of its rights or obligations under this Agreement, in any public forum, or for the purpose of promoting itself or its products or services, without the prior written consent of CDIC. The Consultant acknowledges that CDIC is subject to the *Access to Information Act* and, as a consequence, CDIC may be required to disclose any information contained in this Agreement including, but not limited to, the name of the Consultant and/or any Assigned Person, the Total Fee, the description of the Services and any Work Product arising therefrom. The Consultant also acknowledges that CDIC may refer to any information contained in this Agreement on its website.
- 13.7 No Solicitation.** The Parties agree that, unless otherwise agreed to by the Parties in writing, during the term of this Agreement neither Party shall directly or indirectly solicit as an employee or independent contractor an employee of or consultant to the other Party or a former employee of or consultant to the other Party that is or was involved in providing the Services under this Agreement.
- 13.8 Severability.** If any of the provisions contained in this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 13.9 Further Assurances.** The Parties hereto agree, from time to time after the execution of this Agreement, to make, do, execute or cause or permit to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever as may be required to carry out the true intention and to give full force and effect to this Agreement.
- 13.10 Enforceability.** Each Party affirms that it has full power and authority to enter into and perform the terms of this Agreement, and that the person(s) signing this Agreement on behalf of each Party is (are) properly authorized and empowered to sign it. Each Party further acknowledges that prior to execution of this Agreement, it has read this Agreement, has had the opportunity to be advised by an independent legal advisor if it so desired, and that it understands and agrees to be bound by this Agreement.

13.11 Conflict. In the event of any conflict or inconsistency between this Agreement and the appendices to this Agreement, the terms and conditions set out in this Agreement shall prevail.

13.12 Remedies. The remedies expressly stated in this Agreement shall be cumulative and in addition to and not in substitution for those generally available at law or in equity.

13.13 Notices. Any notice required or permitted to be given hereunder in writing may be delivered (including by commercial courier) or sent by facsimile, email or other electronic transmission. Delivered notices shall be deemed received upon delivery during business hours. Notices sent by facsimile, email or other electronic transmission or delivered outside of business hours shall be deemed received on the next Business Day following the day of transmission or delivery. The addresses to be used for any deliveries or transmissions may be changed by notice given in accordance with this Section and, until so changed, shall be as follows:

if to the Consultant:

<*name + address*>

Attention: <*name*>, <*title*>

Fax: <*>

Telephone: <*>

Email: <*>

and if to CDIC:

Canada Deposit Insurance Corporation
50 O'Connor Street, 17th Floor
Ottawa, Ontario K1P 6L2

Attention: <*name*>, <*title*>

Fax: (613) <*>

Telephone: (613) <*>

Email: <*>@cdic.ca

13.14 Counterparts. This Agreement may be executed in any number of counterparts. Either Party may send a copy of its executed counterpart to the other Party by facsimile, email or other electronic transmission instead of delivering a signed original of that counterpart. Each executed counterpart (including each copy sent by other means) will be deemed to be an original; all executed counterparts taken together will constitute one agreement.

THE PARTIES HAVE EXECUTED this Agreement as of the latest date this Agreement is signed by all the Parties (Execution Date).

**CANADA DEPOSIT INSURANCE
CORPORATION**

Name: <*>

Title: <*>

Date:

Name: <*>

Title: <*>

Date:

We have authority to bind the above
corporation.

[Consultant's Name in Caps]

Name: **[Consultant's Representative's
Name]**

Title: <*>

Date:

I have authority to bind the above
corporation.

Appendix A

SERVICES AND FEES

1. Description of Services

The Consultant agrees to provide to CDIC certain services (the “**Services**”) in respect of **<include description of services>**, as outlined in the **<proposal>** (the “**Proposal**”) attached as Schedule 1 to this Appendix A.

In the event of any conflict or inconsistency between (i) this Appendix A and Articles 1 through 13 of the Agreement; and (ii) the attached Proposal, the terms and conditions of this Appendix A and of Articles 1 through 13 shall prevail.

In particular and without limiting the generality of the foregoing: **<*>**

2. Term

Subject to any earlier termination by CDIC pursuant to the Agreement, the term of this Agreement shall be three (3) years:

Commencement Date: **[Execution Date][or insert date (if obligations to commence prior to or after the Execution Date)].**

Completion Date: **<*>**.

The term of this Agreement may be renewed or extended for up to two (2) consecutive one-year period(s) (each, a “**Renewal**”) to a maximum of five (5) year(s), at CDIC’s sole option and discretion. Each Renewal may be subject to a renegotiation of the Fees, timing and specific details of the Services; however, (a) no other provisions of this Agreement shall be renegotiated without the written consent of CDIC, and (b) the Services provided by the Consultant during each Renewal shall be the same or substantially similar as those described in this Appendix A.

3. Fees/Total Fees/Assigned Person(s)

The Consultant agrees to provide the Services at the following rate (the “**Fees**”):

Training Facilitator **\$<*>** Hourly rate

Assigned Person(s):

Name: **<*>**

Title: **<*>**

[hourly rate]

The Parties confirm that the total fee to be paid by CDIC to the Consultant for the completion of the Services will not exceed \$<*> (the “**Total Fee**”). The Total Fee includes all the Fees (to a maximum of \$<*>), any Disbursements, any Pre-approved Expenses and all applicable taxes.

The Consultant shall provide an Invoice to CDIC on a **monthly** basis.

4. CDIC Designated Officer

Name: <*>

Title: <*>

5. Disclosure Regarding Non-Compliant Jurisdictions

[Insert “None” or describe any disclosures re: Article 4 of the Agreement, if any]

6. Subcontractor(s): [insert if applicable]

If required, CDIC acknowledges that some of the Services will be subcontracted by the Consultant to [insert name of subcontractor(s)], pursuant to an arrangement between the Consultant and the subcontractor. CDIC hereby consents to such portion of the Services, as reasonably determined by the Consultant, being completed by the foregoing subcontractor(s).

Appendix B

CONFIDENTIALITY, PRIVACY, CONFLICT OF INTEREST AND SECURITY

Any capitalized terms used herein but not defined have the meaning set out in the Agreement.

Confidentiality:

1. “**Confidential Information**” means
 - (a) any and all technical and non-technical information including patents, copyrights, trade secrets, proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to existing, proposed and future products and services;
 - (b) information concerning research, experiments, procurement requirements, manufacturing, customer lists, business forecasts, sales, merchandising and marketing plans;
 - (c) proprietary or confidential information of any third party that may rightfully be disclosed by CDIC to the Consultant;
 - (d) information which is expressly communicated as being or is marked as confidential;
 - (e) information which by its nature and the context in which it is disclosed is confidential;
 - (f) all information regarding CDIC or any of its business affairs, liabilities, assets, plans or prospects, including any and all information in respect to the Services and the provision of those Services;
 - (g) all information regarding any member or former member institution of CDIC, any parent or subsidiary corporation or affiliate thereof, or any of the business affairs, liabilities, assets, plans or prospects of any member or former member institution of CDIC or any parent or subsidiary corporation or affiliate thereof, disclosed to or received by the Consultant during or as a result of providing the Services, whether originating from CDIC or any other source; and
 - (h) all Work Product.
2. The Consultant shall not disclose any Confidential Information, unless such disclosure:
 - a. is compelled:
 - i. by law in connection with proceedings before a court, commission of inquiry or other public tribunal of competent jurisdiction;

- ii. by law at the request of any regulatory or supervisory authority having jurisdiction; or
 - iii. in accordance with the practices and procedures of Parliament (including any committee of the House of Commons or Senate of Canada);
 - b. is of information that is in the public domain or has come into the public domain other than by reason of a breach of this Appendix (and, for the purpose hereof, information is not considered to be in the public domain merely because it appears in a court file or other repository to which members of the public are capable of having access, but only if it has actually been disseminated to the general public, such as through the news media or the publication of annual or other reports);
 - c. is of information that has been, or is hereafter, received by the Consultant or any Assigned Person other than from or at the request of CDIC and other than during or as a result of providing the Services;
 - d. is part of the performance of any part of the Services which is to be done on a shared, cooperative or joint basis with such other persons at the request, or with the concurrence of the Designated Officer who have signed an agreement similar in form and substance to this Appendix; or
 - e. is made with the prior written consent of the Designated Officer.
3. If the Consultant believes that disclosure of Confidential Information is or is about to be required in one of the circumstances described in subsection 2.a, or in any circumstances not referred to in Section 2, it shall notify CDIC orally as soon as reasonably possible and as much in advance of the impending disclosure as possible, of the circumstances and scope of the disclosure and shall immediately confirm such oral notice in writing.
4. The Consultant agrees that it acquires no right, title or interest to any Confidential Information, except a limited right to use the Confidential Information in connection with the provision of the Services. All Confidential Information remains the property of CDIC or its members and no licence or other right, title or interest in the Confidential Information is granted hereby.
5. The Consultant agrees to protect the Confidential Information and prevent any wrongful use, dissemination or publication of the Confidential Information not permitted hereunder by a reasonable degree of care, but no less than the degree of care used to protect its own confidential information of a like nature.
6. On receipt of a written demand from CDIC, the Consultant shall immediately return all Confidential Information, including any copies thereof, and any memoranda, notes or other documents relating to the Confidential Information (the “**Confidential Material**”), or shall provide a written certificate to CDIC certifying the destruction of all Confidential Information and Confidential Material and other materials embodying CDIC Intellectual Property if instructed by CDIC to destroy such Information.

7. The Consultant acknowledges and accepts that, in the event of any breach or anticipated breach of this Appendix, damages alone would not be an adequate remedy, and agree that CDIC shall be entitled to equitable relief, such as an injunction, in addition to or in lieu of damages and without being required to prove that it has suffered or is likely to suffer damages.
8. All Confidential Information is provided “AS IS” and without any warranty, express, implied or otherwise, regarding its accuracy.
9. Unless expressly authorized in this Agreement or by CDIC in writing, Consultant shall, in accordance with reasonable industry standards, enforce policies, procedures and access control mechanisms to prevent the merger, linking or commingling of any Confidential Information or Personal Information with its own data or the data of any other person;

Privacy:

10. If CDIC intends to provide the Consultant with (or allow the Consultant to access or collect on CDIC’s behalf) any Personal Information as part of the Services, CDIC shall advise the Consultant of this fact, and the Consultant shall be required to comply with the following privacy obligations.
11. The Consultant shall comply at all times with all applicable laws and regulations relating to the collection, creation, use, storage and disclosure of Personal Information, and for greater certainty shall conduct itself so as to ensure that the Services comply with the *Privacy Act*.
12. The Consultant shall provide a copy of, or, where appropriate, a reference to, a privacy notice in a form acceptable to CDIC when collecting Personal Information on behalf of CDIC.
13. The Consultant shall not use or disclose any Personal Information except to the extent required to perform obligations under the Agreement or as otherwise permitted under applicable law. If, in performing its obligations under the Agreement, the Consultant is required to disclose Personal Information to a third party, the Consultant shall, prior to disclosing such Personal Information, advise CDIC in writing of the proposed use of the Personal Information by the third party. If CDIC consents to the disclosure, the Consultant shall require the third party to enter into an agreement imposing obligations upon the third party with respect to the collection, use and disclosure of the Personal Information that are substantially similar to the obligations set out herein, failing which, the Personal Information shall not be disclosed except in accordance with applicable law.
14. The Consultant shall promptly notify CDIC in writing and assist CDIC in resolving any claim, inquiry, active or pending investigation, complaint that is made to the Consultant or filed with competent authorities, or any remedial action that either has been ordered to take by competent authorities regarding the collection, storage, use or disclosure of Personal Information by the Consultant.

15. The Consultant shall retain the Personal Information only for so long as is reasonably necessary to complete the purposes for which the Personal Information was provided and as otherwise permitted by applicable law, unless otherwise specified by CDIC in writing (collectively, the “**Retention Period**”) – and upon the expiry of the Retention Period, shall return to CDIC, or as directed by CDIC, delete or destroy the Personal Information. The Retention Period shall (unless otherwise specified by CDIC in writing) automatically expire on the date on which the Agreement expires or is terminated for any reason whatsoever. Upon request, the Consultant shall provide CDIC with a written certificate certifying the destruction of the Personal Information or the return to CDIC of all Personal Information (as applicable).

Conflict of interest:

16. CDIC requires any persons entering into any agreement with CDIC, supplying services to, or performing any work for or in regards to CDIC, to conduct their affairs in such a way as to avoid any conflict of interest. The Consultant hereby represents and declares that, after due inquiry, it is not aware of any circumstances which do or might cause the Consultant to have a conflict of interest in carrying out the Services. The Consultant agrees not to enter into any contract or other commitment with any person during the term of the Agreement that would cause a conflict of interest on the Consultant’s part in connection with the performance of the Services.

Security:

Protection of Information

17. The Consultant confirms that Services involving Personal Information or other “**Protected Information**”, as that term is defined in CDIC’s *Information Classification Standard* will be handled in accordance with CDIC’s *IT Asset and Information Handling Standard* and *Cryptography Procedure* and other security procedures, as applicable. Where the Consultant cannot meet the requirements of the procedure, Services involving Personal Information or other Protected Information will be performed on CDIC’s premises only, using CDIC computer systems exclusively or, where applicable, specific remote access or other technology approved by CDIC in writing (“**Access Technology**” as set out below) technology as set out below. The Consultant shall require that no Protected Information is removed from CDIC premises at any time during the Term of the Agreement, except where transmitted using the Access Technology.

CDIC has adopted Access Technology as a means for the secure electronic transmission of designated information, classified up to a Protected “B” level, over the Internet. In order for CDIC to provide Access Technology accounts to any Assigned Persons, the Consultant agrees that the Consultant shall, in addition to any other term herein, use the Access Technology in accordance with the following terms and conditions:

- (i) CDIC shall designate one or more Assigned Persons to be known as Token Registration Authorities (“TRAs”) who shall be responsible for coordinating the applications by, and for verifying the identify of, each Assigned Person for whom CDIC agrees to provide an Access Technology account;
- (ii) CDIC reserves the right to refuse to issue an Access Technology account to any or all Assigned Persons;
- (iii) Consultant shall be required to complete application forms to obtain Access Technology tokens with the approval of CDIC, together with training to be provided by CDIC concerning the administration of the Access Technology;
- (iv) The Consultant shall require all Assigned Persons with Access Technology accounts to keep their respective Access Technology tokens and passwords confidential, and to take all reasonable measures to prevent the loss, unauthorized disclosure, modification or improper use of any Access Technology token or associated password.

The Consultant shall prohibit each Assigned Person from sharing their Access Technology token or associated password with any other person;

- (v) The Consultant shall require that all CDIC data accessed and modified by the Consultant and its Assigned Persons while using the Access Technology is re-saved only to the CDIC network. The Consultant and its Assigned Persons shall not transfer, save or send any copies of CDIC data to a non-CDIC computer system, nor create hard copies of the data, without the express written consent of CDIC;
- (vi) The Consultant shall promptly advise CDIC if any Assigned Person’s Access Technology token or associated password is, was or may be compromised or not secure, and shall likewise require Assigned Persons to promptly report any such incidents to the Consultant;
- (vii) The Consultant shall promptly advise CDIC if (a) any Assigned Person ceases to be involved in providing the Services or (b) any of the information contained in an Assigned Person’s Access Technology application changes or becomes otherwise inaccurate or incomplete;
- (viii) The Consultant acknowledges and agrees that the Access Technology is for the sole use of the Consultant in connection with the delivery of the Services to CDIC. The Consultant shall not permit anyone other than an approved Assigned Person and CDIC to access the Access Technology and related software, or to authenticate Access Technology passwords in accordance with this Agreement;

- (ix) The Consultant shall require that any operating software and computer virus software that is installed on all computer systems to be used by the Assigned Persons in connection with the Access Technology is acceptable to CDIC, and will update or install such software as CDIC may request to maintain the security of the Protected Information. The Consultant acknowledges that if the software required by CDIC is not installed properly on any computer systems used by Assigned Persons in connection with the Services, then access to the Access Technology and the CDIC network, and any use of the Access Technology, may be denied and will be at the Consultant's risk;
- (x) CDIC reserves the right to revoke or modify any Access Technology account provided to any Assigned Person at any time, without notice and in its sole discretion, including without limitation if a Access Technology token or password was, is or is suspected of being compromised, or if an Assigned Person is no longer involved in providing the Services. All Access Technology accounts shall be revoked by CDIC and all Access Technology tokens promptly returned by the Consultant when the Agreement between CDIC and the Consultant expires or is terminated, whichever occurs earlier;
- (xi) The Consultant acknowledges that the Access Technology software is subject to intellectual property licenses and restrictions and agrees to adhere to the terms and conditions outlined in this Agreement concerning the use of such software. In particular, and without limiting the generality of other provisions in this Agreement, the Consultant shall not tamper with, alter, destroy, modify, reverse engineer, decompile, or abuse the Access Technology software or tokens in any way, nor distribute or use the software or tokens for any purpose other than for dealings with CDIC;
- (xii) The Consultant acknowledges and agrees that it shall be jointly and severally liable with each Assigned Person for any breach of the above terms concerning the use of the Access Technology software by any such Assigned Person;
- (xiii) CDIC cannot warrant or represent that the Access Technology will be always available or functional, including without limitation because of events such as system maintenance and repair, or events outside the reasonable control of CDIC, or that occurred without the fault or neglect of CDIC.

Security Clearance

18. If the performance of the Services involves Personal Information or other Protected Information, the Consultant shall require that all the Assigned Persons or any Subcontractors' personnel who will perform the Services either:

- (a) as of the Commencement Date, have a minimum security clearance of “Reliability”, as that term is defined in CDIC’s *Personnel Security Standard* or such other security clearance level as requested by CDIC; or
- (b) within one (1) week of the Commencement Date, the Consultant will apply to obtain the necessary security clearance.

The Consultant agrees that once the required level of security clearance is obtained by an Assigned Person or any Subcontractor’s personnel, it shall cause each Assigned Person or Subcontractor’s personnel to maintain his or her respective security clearance for the duration of his or her work during the term of the Agreement.

END OF SCHEDULE “F” (FORM OF PROFESSIONAL SERVICES AGREEMENT)