

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Veterans Affairs Canada
Procurement & Contracting
Attn: Sine MacAdam
sine.macadam@veterans.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

v.02_e

Proposal To: Veterans Affairs Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Proposition aux: Anciens Combattants Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés

Instructions: See Herein

ici sur toute feuille ci-annexées, au(x) prix indiqué(s)

Instructions : Voir aux présentes

Comments - Commentaires

**Vendor/Firm Name and address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

**Issuing Office – Bureau de distribution
Veterans Affairs Canada
Procurement & Contracting**

Title – Sujet Virtual French Language Training	
Solicitation No. – N° de l'invitation 3000751683	Date 2022-12-22
GETS Reference No. – N° de reference de SEAG -	
File No. – N° de dossier 1000498879	CCC No. / N° CCC - FMS No. / N° VME
Solicitation Closes – L'invitation prend fin at – à 2:00 PM on – le 2023-01-17	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Sine MacAdam	Buyer Id – Id de l'acheteur MSMACADA
Telephone No. – N° de téléphone : (902) 626-5288	FAX No. – N° de FAX
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	

Delivery required - Livraison exigée See Herein	Delivered Offered – Livraison proposée
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date _____

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work and the Basis of Payment.

1.2 Summary

Veterans Affairs's requires the Contractor to provide full time, one-one-one French Second Language Training in full-time, through virtual learning (MS Teams).

The objective of second language training is to help the employee attain the following levels in their second language:

- Level "C" in Comprehension (reading)
- Level "B" in Writing
- Level "C" in Oral Interaction

Description of level A, B and C:

<http://www.tbs-sct.gc.ca/psm-fpfm/staffing-dotation/rqs-qcr/oqs-anq-eng.asp>

Section: General Second Official Languages Qualifications

<http://www.tbs-sct.gc.ca/psm-fpfm/staffing-dotation/rqs-qcr/oqs-anq-fra.asp>

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to Sine MacAdam by the date, time and place indicated in the bid solicitation.

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

2.3 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

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

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

eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 3 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bid Challenge and Recourse Mechanisms

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

2.8 Office of the Procurement Ombudsman

The OPO was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact the OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [Office of the Procurement Ombudsman website](#).

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically via email.

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

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

Section I: Technical Bid

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below in Attachment 1 to Part 3.

3.1.2 Exchange Rate Fluctuation
C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

ATTACHMENT 1 to PART 3

PRICING SCHEDULE

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

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

RESOURCE CATEGORIES	QUOTED ALL-INCLUSIVE HOURLY RATE (in CAD \$)	VOLUMETRIC DATA (Estimated Level of Effort)	TOTAL (In CAD)
Contract Period: Contract Award to January 30, 2024			
Full Time Private Tutoring Services		1420 hours	
Materials (if applicable)		TBD	
Subtotal			
Applicable Taxes			
Total			

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC *Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1 Basis of Selection

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

ATTACHMENT 1 TO PART 4, TECHNICAL AND FINANCIAL CRITERIA

The Bidder must provide the necessary documentation to support compliance with these requirements.

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation.
- b. The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by résumés and any necessary supporting documentation.
- c. The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). For experience requirements where a minimum duration of time is required to be demonstrated (e.g. “*must have a minimum of eight (8) cumulative years of audit experience...*”), in the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.
- d. It is recommended that the Bidder include a grid in their proposals, cross-referencing statements of compliance with the supporting data and résumé evidence contained in their proposals. Note: the compliance grid, by and of itself, DOES NOT constitute demonstrated evidence. As stated in b. above, the résumés and supporting documentation will be accepted as evidence.

1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

NUMBER	MANDATORY TECHNICAL CRITERIA	CROSS REFERENCE TO PROPOSAL	FOR EVALUATION PURPOSES	
			MET / NOT MET	COMMENTS
MT1	<p>The Bidder must provide 3 teaching resources.</p> <p>Each proposed resource must have a bachelor’s degree from a Canadian University or an equivalency certification from an accredited institution recognizing the credentials as a Canadian equivalent in accordance with the Canadian Standards as identified on the Canadian Information Centre for International Credentials website: Obtain an academic credential assessment for general purposes (cicic.ca)</p> <p>AND</p>			

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	At least 1,800 hours of experience, as a teacher, since January 2017 delivering full-time and/or part-time French as a second language courses/training to adults, on an individual or group basis.		
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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.4 Additional Certifications Precedent to Contract Award

5.2.4.1 Status and Availability of Resources

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed

and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.4.2 Education and Experience

5.2.4.2.1 SACC *Manual* clause [A3010T](#) (2010-08-16) Education and Experience

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PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There are no security requirements applicable to the Contract.

PART 7 - RESULTING CONTRACT CLAUSES

Delete this title and the following sentence at contract award.

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2010C](#) (2022-12-01), General Conditions – Services (medium complexity), apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to January 30, 2024 inclusive.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sine MacAdam
Title: Procurement Contracting Officer
Veterans Affairs Canada
Telephone: (902) 626-5288
E-mail address: sine.macadam@veterans.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Telephone: ____ - ____ - _____

E-mail address: _____

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

7.5.3 Contractor's Representative

Bidder is to complete information below and submit with their bid:	
Name	
Title	
Organization	
Procurement Business Number (PBN)	
Address	
Telephone	
E-mail address	

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment

The Contractor will be paid for the Work performed, in accordance with the Basis of Payment at Annex B, to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

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

c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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

7.7.3 Monthly Payment

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

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

7.7.4 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);

7.7.5 Discretionary Audit

1. The following are subject to government audit before or after payment is made:
 - a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
 - b. The accuracy of the Contractor's time recording system.
 - c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
 - d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.7.6 Time Verification

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

7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
 - a. The original must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2022-12-01), General Conditions – Services (medium complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____, (*insert date of bid*)

7.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

-
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

7.13 Office of the Procurement Ombudsman

7.13.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the OPO to request dispute resolution/mediation services. The OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on the OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [Office of the Procurement Ombudsman website](#).

7.13.2 Contract Administration

The OPO was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact the OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on the OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [Office of the Procurement Ombudsman website](#).

ANNEX "A"

STATEMENT OF WORK

Virtual French Language Training

BACKGROUND:

Second language training in Canada's official languages is offered to federal public servants in accordance with the *Official Languages Act*.

General mandate of Veterans Affairs Canada (VAC):

- Develop policies that help Canadians participate in learning, work and their community;
- Create programs and support initiatives that help Canadians move through life's transitions; and
- Ensure service excellence.

OBJECTIVE:

The objective of this work is to provide the employee with individual training in the French language on a full-time basis, through virtual learning.

French Language training sessions, to be provided in an online format for the purpose obtaining the level CBC in Comprehension (reading), Writing and Oral Interaction, in accordance with the Second Language Evaluation Program by the Public Service Commission.

Training objective: The employee requires second language training for career development.

SCOPE OF WORK:

Veterans Affairs requires the Contractor to provide full time, one-on-one French Second Language Training, through virtual learning (MS Teams).

The objective of second language training is to help the employee attain the following levels in their second language:

- Level "C" in Comprehension (reading)
- Level "B" in Writing
- Level "C" in Oral Interaction

Description of level A, B and C:

<http://www.tbs-sct.gc.ca/psm-fpfm/staffing-dotation/rqs-qcr/oqs-anq-eng.asp>

Section: General Second Official Languages Qualifications

<http://www.tbs-sct.gc.ca/psm-fpfm/staffing-dotation/rqs-qcr/oqs-anq-fra.asp>

DELIVERABLES:

The Contractor must provide the following:

- 5 hours daily of individual tutoring sessions (5 sessions per week) for a total of 1420 hours, or 284 working days.
- Materials for training
- Quarterly written progress reports will be sent to the Project Authority

RESOURCES

The Contractor must provide the services of one instructor to provide language training to one employee. The Contractor must have continuous access to a minimum of 2 alternate

resources for these services, if and when requested.

SECURITY REQUIREMENTS:

All written assessments created by the contractor must identify the VAC employee by a client number only.

LOCATION:

Virtual format (MS Teams).

PRIVACY AND INFORMATION MANAGEMENT:

OWNERSHIP OF INFORMATION

The Contractor must ensure that all records which are collected, used, processed, handled, stored, and created for the purposes of fulfilling the requirements of the contract, regardless of the format, remain under the ownership and control of Veterans Affairs Canada (VAC).

The Contractor acknowledges that all records belonging to VAC are managed in accordance with all applicable Government of Canada legislation.

Upon delivery of the final requirements of the contract, the Contractor will ensure that all information belonging to VAC is transferred or disposed of, following a process approved by the Project Authority and VAC Information Management.

HANDLING OF PERSONAL INFORMATION

The Contractor acknowledges that Veterans Affairs Canada is bound by the *Privacy Act* with respect to the protection of personal information as defined in the Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the contract, and must not collect, use, copy, disclose, dispose of or destroy such personal information except in accordance with the *Privacy Act* and the delivery provisions of the contract.

REQUEST FOR INFORMATION

Should the Contractor receive a request for information from a third party, relating to information in their custody for the purposes of this contract, the Contractor will advise the Project Authority. Following consultation with the VAC Access to Information and Privacy Coordinator, the Project Authority will provide the Contractor with guidance and direction on handling the request.

NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

All information, whether technical, financial or otherwise, including without limitation all secret or confidential information belonging to Veterans Affairs Canada, in whatever form, which are derived from discussions and examples during this contract, shall be referred to in this Statement as "Confidential Information". Confidential Information is a valuable, special and unique asset belonging to Veterans Affairs Canada. The contractor agrees that it will not disclose Confidential Information belonging to VAC to any person, firm, corporation, association or any other entity for any reason or purpose whatsoever.

NOTIFICATION OF NON-COMPLIANCE OR BREACH OF PRIVACY AND SECURITY

The Contractor shall notify, in writing, the Project Authority, Veterans Affairs Canada and the Contracting Authority immediately of any reason it does not comply with the Privacy and Security provisions of the Contract in any respect. The Contractor shall promptly notify the Project Authority of the particulars of the non-compliance and what steps it proposes to take to address, or prevent recurrence of the non-compliance.

The Contractor shall notify the Project Authority immediately when it becomes aware of an occurrence of breach of privacy or of the security requirements of the Contract. This includes but is not limited to:

- a) unauthorized access to or modification of the personal information in its custody
- b) unauthorized use of the personal information in its custody
- c) unauthorized disclosure of the personal information in its custody

-
- d) A breach of privacy or security with respect to personal information in its custody or with respect to any computer system in its custody and that may be used to access personal information.

The Contractor shall work with the Department to achieve resolution and compliance with Government of Canada privacy and security requirements.

NON-DISCLOSURE OF VETERANS AFFAIRS CANADA INFORMATION

The Contractor agrees that all information, created or used to fulfill the requirements of this contract, remains under the ownership and control of Veterans Affairs Canada (VAC). The Contractor will not disclose information belonging to VAC to any third party for any reason or purpose whatsoever. This applies to both during and after the contract period.

Solicitation No. - N° de l'invitation
3000751683
Client Ref. No. - N° de réf. du client
1000498879

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
msmacada
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

To be inserted at time of Contract Award.