



RETURN BIDS TO:

IRCC.BidsReceiving-Receptiondessoumissions.IRCC@cic.gc.ca

Attn: Daniela Arghius

FOR ELECTRONIC BIDS:

The electronic mailbox is equipped to send an automatic reply to all messages received. If you do not receive an automatic response, please contact the Contracting Authority to ensure your bid was received. Please note that it is the bidder's sole responsibility to ensure that all bids submitted are received in their entirety by Citizenship and Immigration Canada by the closing date and time indicated in this RFP.

IMPORTANT NOTICE TO SUPPLIERS

The Government Electronic Tendering Service on buyandsell.gc.ca/tenders will be the sole authoritative source for Government of Canada tenders that are subject to trade agreements or subject to departmental policies that require public advertising of tenders.

REQUEST FOR PROPOSAL

Proposal To: Citizenship and Immigration 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.

Instructions : See Herein

Instructions: Voir aux présentes

**Issuing Office – Bureau de distribution
Citizenship and Immigration Canada
Procurement and Contracting Services
70 Crémazie
Gatineau, Québec K1A 1L1**

Title – Sujet	
Virtual Second Language Training	
Solicitation No. – N° de l'invitation	Date
CIC-153931	December 26 2022
Solicitation Closes – L'invitation prend fin at – à	Time Zone Fuseau horaire
2:00 PM	EST
on – January 24 2023	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>
Address Inquiries to: - Adresser toutes questions à :	
IRCC.BidsReceiving-Receptiondessoumissions.IRCC@cic.gc.ca	
Telephone No. – N° de téléphone :	
343-574-4413	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :	
See Herein	
Delivery required - Livraison exigée	
See Herein	
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	
Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	
(type or print)/ (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 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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

1.2 Summary

1.2.1 This bid solicitation is being issued to fulfill the requirement of Citizenship and Immigration Canada, hereinafter known as Immigration, Refugees and Citizenship Canada (IRCC) to provide virtual second language training to employees of the Centralized Network Branch.

1.2.2 Single Contract

Canada is seeking to establish a contract for virtual second language training as defined in Appendix "D", Statement of Work, for three (3) years, including all options.

1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."

1.2.4 Considering accessibility criteria and features is obligatory with this requirement. For additional information consult the [Treasury Board Contracting Policy](#).

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 fifteen (15) working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone, or in person.



If you have any concerns relating to the procurement process, please refer to the [Bid Challenge and Recourse Mechanisms](#) page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the Office of the Procurement Ombudsman (OPO).

1.4 Mandatory Requirements

Where the words “must”, “shall” or “will” appear in this RFP, the clause is to be considered as a mandatory requirement.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All Citizenship and Immigration Canada (CIC) instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out on the [CIC Website](#).

All SACC manual clauses for specific instructions not covered by the standard instructions identified in the bid solicitation by number, date and title are set out in the [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 [CIC-SI-001 \(2016-05-26\)](#) Standard Instructions – Goods or Services Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Citizenship and Immigration Canada by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or



territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;



- b. date of termination of employment or retirement from the Public Service.

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

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one (1) electronic copy via e-mail)

Section II: Financial Bid (one (1) electronic copy via e-mail)

Section III: Certifications (one (1) electronic copy via e-mail)

Canada requests that respondents submit their response in unprotected (i.e. no password) PDF format by email. Complete size of emails containing a response must not exceed 10MB. Emails exceeding 10MB will not be received. Should the size of email(s) exceed 10MB, respondents must contact the Contracting Authority at least 48 hours prior to the closing date to discuss alternatives.

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

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

- (a) use a numbering system that corresponds to the bid solicitation; and
- (b) page numbering must be used on the bottom right of each page of the proposal

Section I: Technical Bid

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

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Appendix “E”, Basis of Payment. The total amount of applicable taxes must be shown separately, if applicable.



Bidders should include the following information in their financial bid by completing Appendix “F”, Vendor Information and Authorization and include it with their bid:

1. Their legal name;
2. Their [Business Number](#) (BN); and
3. The name of the contact person (including this person's mailing address, phone and facsimile numbers, and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a) their bid; and
 - b) any contract that may result from their bid.

Financial proposals must clearly identify the personnel proposed and the associated category for evaluation purposes only. Proposed per diem rates or firm prices must be in Canadian dollars.

The Bidder's per diem rates in response to this RFP and resulting contract(s) must include all overhead, general & administrative costs and profit. Included are the following costs that may be incurred in providing the required services: office space, computer hardware and software, word processing, preparation of reports, photocopying, courier services, facsimile services, telephone services, local travel expenses, and administration related to non-local travel expenses. "Local" as used here is defined as where the Work is to be performed in Canada as may be specified in the RFP and the resulting Contract(s).

Bidders must provide in their financial bid a price breakdown as detailed in Appendix “E”, Basis of Payment.

3.2 SACC Manual Clauses

C3011T (2010-01-11) - Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 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.

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

For each project summary provided, Bidders are required to provide specific dates (month and year) of experience as well as the total duration of project (number of months). The month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

Item	Mandatory Technical Criterion
MT1	<p>The bidder must demonstrate they have completed at least two (2) projects providing virtual French or English language group and individual training to a government department or Agency within the last two (2) years from date of bid closing for a minimum of 50 people (learners).</p> <p>The Bidder MUST provide the following for each project:</p> <ol style="list-style-type: none"> 1. Title of training developed and delivered 2. Dates when the training was developed/delivered (MM-YY to MM-YY format). 3. Name of the client (e.g. company, Government Department or agency) for whom the training was developed/delivered and the number of learners.
MT2	<p>The bidder must demonstrate they have used MS Teams within the last year to deliver both group and individual virtual language training.</p> <p>At the time of bid submission, the bidder must include a screenshot of the MS Teams calendar invite sent to participants within the last year to demonstrate this mandatory requirement is met.</p>



MT3	<p>The bidder must demonstrate that their teachers are fully bilingual and can provide detailed explanation to learners in both official languages (French and English).</p> <p>The bidder must provide a letter attesting their teachers are bilingual.</p>
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4.1.2 Financial Evaluation

Only the proposals that are technically responsive will be considered for financial evaluation.

The price of the bid will be evaluated in Canadian dollars, applicable taxes are excluded.

For the purposes of bid evaluation, Basis of Payment, Appendix “E” will be used. The Bidder must provide all inclusive hourly rates for the group and individual part-time and full-time language training being proposed in accordance with the bid solicitation, for the initial contract period and option period(s) .

The volumetric data included in the pricing schedule detailed in Appendix “E”, Basis of Payment is provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

The “TOTAL EVALUATED PRICE” in Appendix “E”, Basis of Payment will be calculated by adding the initial contract period total (from Table A), the First Option Year total (from Table B) and the Second Option year (from Table C). The sum of the three rows will be used to determine the financial evaluation.

4.1.3 Formulas in Pricing Schedule

If the Pricing Schedule provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

4.1.4 Substantiation of Professional Services Rates

In Canada’s experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services bids, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for specific resource categories). Examples of price support that Canada would consider satisfactory include:

- a) documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm’s length) for services similar to the services that would be provided by the relevant resource category, where those services were provided for at least one month and the fees charged are equal to or less than the rate offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer’s name and personal information on the invoice submitted to Canada);
- b) a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant



- resource category, where the amount payable under that contract by the Bidder to the resource is equal to or less than the rate bid for that resource category;
- c) a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a rate that is equal to or less than the rate bid for the relevant resource category (and where the resource meets all the qualifications described in this bid solicitation); or
 - d) details regarding the salary paid to and benefits provided to the individuals employed by the Bidder qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the rates it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the relevant resource, Canada may declare the bid non-compliant, if the rate is at least **20%** of or lower than the median price bid by compliant bidders for the first year of the resulting contract for the relevant resource(s). Only the Firm Per Diem Rates of proposals that are technically responsive will be considered.

4.2 Basis of Selection

4.2.1 Basis of Selection - Lowest Evaluated Price

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price found in Appendix "E", Basis of Payment table under "**TOTAL EVALUATED PRICE**" will be recommended for award of contract.



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 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](#) website, 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](#), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Integrity Provisions – List of Names

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide a completed List of Names in the Integrity Verification form available on the [Integrity Regime website](#), to be given further consideration in the procurement process.



5.2.3 Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the [Federal Contractors Program \(FCP\)](#) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the webpage.

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

5.2.4 Status and Availability of Resources

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

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

5.2.5 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.



PART 6 - RESULTING CONTRACT CLAUSES

APPENDIX “A”, GENERAL TERMS AND CONDITIONS

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

A1. Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by Public Works and Government Services Canada (PWGSC) and in the Citizenship and Immigration Canada Terms and Conditions Manual.

A1.1 An electronic version of the [SACC Manual](#) is available on the Buy and Sell Website.

A1.2 An electronic version of the Citizenship and Immigration Canada (CIC) Contract Terms and Conditions is available on the [CIC Website](#).

A2. Terms and Conditions of the Contract

A2.1 The general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this Contract, as though expressly set out herein, subject to any other express terms and conditions herein contained.

A3. General Conditions

A3.1 General Conditions [CIC-GC-001 \(2020-12-02\)](#), Med/High Complexity Goods and Services Contract shall apply to and form part of this Contract.



APPENDIX “B”, SUPPLEMENTAL TERMS AND CONDITIONS

B1. Priority of Documents

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

- a) The Articles of Agreement;
- b) Appendix “B” – Supplemental Terms and Conditions;
- c) Appendix “A” – General Terms and Conditions;
- d) Appendix “C” – Terms of Payment;
- e) Appendix “D” – Statement of Work;
- f) Appendix “E” – Basis of Payment
- g) Appendix “F” – Vendor Information and Authorization Form;
- h) the Contractor's proposal dated _____(TBD)

B2. SACC Manual Clauses

The following SACC manual Clauses are incorporated by reference and form part of this Contract:

ID	Date	Title
<i>A9117C</i>	<i>2007-11-30</i>	<i>T1204 - Direct Request by Customer Department</i>
<i>C0705C</i>	<i>2010-01-11</i>	<i>Discretionary Audit</i>

B3. Security Requirement

There is no security requirement associated with the requirement.

B4. Period of Contract

The period of the Contract is from date of contract award to January 31st 2024.

B4.1 Option to Extend the Contract

The Contractor grants Canada the irrevocable right to extend the term of the Contract by up to 2 (two) additional 1 year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in Appendix “E”, Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 (five) calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

B5. Termination on Thirty (30) Days Notice



1. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
2. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

B6. Certifications / Compliance and Additional Information

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.

B7. Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

B8. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Appendix "D".

B9. Authorities

B9.1 Contracting Authority

The Contracting Authority for the Contract is:

<The Contracting Authority for the Contract is to be identified at Contract award>

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.

B9.2 Project Authority

The Project Authority for the Contract is:

<The Project Authority for the Contract is to be identified at Contract award>

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.

B9.3 Contractor's Representative

<The Contractor's Representative for the Contract is to be identified at Contract award>

The Technical Authority will be responsible for providing guidance on the technical requirements and deliverables.

B10. Proactive Disclosure of Contract with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.



APPENDIX “C”, TERMS OF PAYMENT

C1. Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm hourly rate, as specified in Annex E for a cost of \$ _____ (insert the amount at contract award). Customs duties are included and applicable taxes are extra.

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

C2. Method of 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.

C3. Applicable Taxes

Applicable taxes are not included in the amounts shown in the Basis of Payment. Applicable taxes, which are estimated at \$_____ (to be determined at contract award), are included in the total contract amount. Applicable taxes are to be shown as separate items on all invoices and claims for progress payments and will be paid by Canada. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

C4. 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 release document and any other documents as specified in the Contract;
- c) a copy of the monthly progress report.

2. Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.



C5. Travel and Living Expenses

Canada will not accept any travel and living expenses for:

- a) Work performed within the National Capital Region (NCR). The NCR is defined in the [National Capital Act](#), R.S.C. 1985, c. N-4, S.2.;
- b) Any travel between the Contractor's place of business and the NCR; and
- c) Any relocation of resources required to satisfy the terms of the Contract.

These expenses are included in the firm price for professional fees specified above.(



APPENDIX “D”, STATEMENT OF WORK

D1. Title

Virtual second language training

D2. Objective

To deliver second language training to employees of Immigration, Refugees and Citizenship Canada’s Centralized Network. This objective is to prepare employees for second language evaluations and support improved learning where needed

D3. Background

Immigration, Refugees, Citizenship Canada (IRCC)’s Centralized Network is offering second language training to select employees as part of an approved initiative by the Senior Assistant Deputy Minister (SADM) of IRCC’s Operations sector.

D4. Tasks

The Contractor must deliver virtual part-time group training and part-time individual training in French and English based on employees self-evaluation and/or second language tests results during the period specified in the deliverables.

The training must correspond to the Government of Canada second language evaluation testing material and /or specific needs and focus following second language tests results for each employee based on level requirements for various positions.

Training must be delivered for Beginners (1 and 2), Intermediates (1 and 2) and Advanced levels.

D4.1 Group training:

Each group must include no less than 2 participants and no more than 4 participants. For each session of 12 weeks of training, the participants may change based on their progress, the job classification requirements and based on departmental operational needs.

Number of groups: There will be a minimum of 1 (one) group and a maximum of 12 groups, each group counting between 1 and 12 employees (up to 48 employees).

D4.2 Individual training:

between minimum of 1 and maximum of 10 employees for individual training per session (up to 10 employees).

Teachers must be fully bilingual. Teachers must be able to communicate in both official languages, regardless of the language they are teaching, in order for participants to fully comprehend their tasks.



Note 1: There are 4 different regions in Canada with 3 different time zones:
Ottawa/Gatineau, NHQ, Eastern Standard Time
Mississauga, Ontario, Eastern Standard Time
Edmonton, Alberta, Mountain Standard Time
Sydney, Nova Scotia, Atlantic Standard Time

Note 2: There are employees who work evening shifts so their training must be delivered during evening if possible.

Note 3: Hours of training should be 9am to 12pm, 1pm to 4pm or 4pm to 7pm. Time zone of the participants must be taken in consideration.

D5. Deliverables

The Contractor must deliver virtual language training sessions as follows:

Group training:

Duration: 12 weeks

Format: 6 hours per week divided in 2 blocks of 3 hours.

Part-time group training based on the self-evaluation result of the employee and availability/preference.

Total of 72 hours of part-time group training/12 weeks

Individual training:

Duration: 12 weeks

Format: 6 hours per week divided in 2 blocks of 3 hours.

Part-time individual training based on the evaluation result of the employee and availability/preference.

Total of 72 hours of part-time individual training/12 weeks

D6. Reporting

The teachers are responsible to take attendance record and provide these reports along with the invoice.

Please send all communications to the following mailbox CIC.ASU-RHQ-Requests-USA-QGR-Demandes.CIC@cic.gc.ca.

D7. Limitations and Constraints

The candidates must attend training virtually.

Virtual training must be given through the MS Teams Software, which is the tool IRCC uses for video meetings.



The school and/or teachers are responsible to coordinate the MS Teams calendar invites with the participants.

D8. Accessibility

The school must be able to provide assistance when required if there are learners with disabilities. IRCC will address the accessibility with the school on a case by case. Candidates with disabilities will be treated the same way and will have the same access as the other candidates.

D9. Official Languages

Training must occur in English and French and teacher must be able to provide directives in both official languages.

D10. Travel and work location

All training will be provided virtually. There is no travel associated with this requirement.

D11. Availability of Personnel

The Contractor certifies that he/she, its employees and subcontractors will be available to commence performance of the work from the Contract awarded date and will remain available to perform the work in relation to the fulfillment of this requirement.

D12. Diversity

IRCC is committed to making our Department more inclusive for everyone and fostering an equitable workplace culture that values diversity and creates an environment that is welcoming and rewarding for all. We encourage the businesses that work with us to reflect these values.

More information can be found at:

<https://www.canada.ca/en/government/publicservice/wellness-inclusion-diversity-public-service/diversity-inclusion-public-service2.html>



APPENDIX “E”, BASIS OF PAYMENT

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

All deliverables are F.O.B. Destination, and Canadian Customs Duty included and applicable taxes are extra.

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with this Basis of Payment, Appendix “E”.

Bidders must provide pricing in the format specified for each component identified in this Annex B - Basis of Payment. Failure to provide prices in the format specified will render the proposal non-responsive.

1. The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted firm all inclusive per diem rate (in Cdn \$) for each of the Consultant Categories identified.
2. The prices or rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:
 - a) all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the [Justice Website](#);
 - b) any travel expenses for travel between the Contractor’s place of business and the NCR; and
 - c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.
3. The volumetric data included in the pricing schedule detailed in Appendix “E”, Basis of Payment is provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

E.1 PRICING SCHEDULE - PERIOD OF THE CONTRACT AND OPTION PERIODS

E.1.1 Period of Contract

Table A – INITIAL CONTRACT PERIOD			
From Contract Award to January 31 st 2024.			
Category	(A) Estimated number of Hours	(B) Firm Hourly Rate	(C) Evaluated price ((A) X (B)) = (C)
French Training – Part-time, Group	72	To be provided by Bidder	To be provided by Bidder
French Training – Part-time, individual	72	To be provided by Bidder	To be provided by Bidder



English Training – Part-time, Group	72	To be provided by Bidder	To be provided by Bidder
English Training – Part-time, individual	72	To be provided by Bidder	To be provided by Bidder

Total Estimated Cost Table A: \$ To be provided by Bidder

E.1.2 First Option Period

Table B – FIRST OPTION PERIOD			
From February 1 st 2024 to January 31 st 2025			
Category	(A) Estimated number of Hours	(B) Firm Hourly Rate	(C) Evaluated price ((A) X (B)) = (C)
French Training – Part-time, Group	72	To be provided by Bidder	To be provided by Bidder
French Training – Part-time, individual	72	To be provided by Bidder	To be provided by Bidder
English Training – Part-time, Group	72	To be provided by Bidder	To be provided by Bidder
English Training – Part-time, individual	72	To be provided by Bidder	To be provided by Bidder

Total Estimated Cost Table B: \$ To be provided by Bidder

E.1.3 Second Option Period

Table C – SECOND OPTION PERIOD			
From February 1 st 2025 to January 31 st 2026			
Category	(A) Estimated number of Hours	(B) Firm Hourly Rate	(C) Evaluated price ((A) X (B)) = (C)
French Training – Part-time, Group	72	To be provided by Bidder	To be provided by Bidder
French Training – Part-time, individual	72	To be provided by Bidder	To be provided by Bidder



English Training – Part-time, Group	72	To be provided by Bidder	To be provided by Bidder
English Training – Part-time, individual	72	To be provided by Bidder	To be provided by Bidder

Total Estimated Cost Table C: \$ To be provided by Bidder

E.1.4 Total Evaluated Price Table

Total Evaluated Price Table

Table A – TOTAL (excluding taxes)	To be completed by the bidder
Table B – TOTAL (excluding taxes)	To be completed by the bidder
Table C – TOTAL (excluding taxes)	To be completed by the bidder
TOTAL EVALUATED PRICE = SUM OF TABLE A + TABLE B + TABLE C (excluding taxes)	To be completed by the bidder



APPENDIX “F”, VENDOR INFORMATION AND AUTHORIZATION FORM

Vendor Name and Address

Legal Status (incorporated, registered, etc.)

- Individual (Sole proprietor)
- Privately owned corporation
- Joint Venture or Corporate entity
- Other (specify):

GST or HST Registration Number and Business Number (Revenue Canada)\

Name and Title of Person authorized to sign on behalf of Vendor

Print Name _____ Title _____

Signature _____ Date _____

Central Point of Contact

The Vendor has designated the following individual as a central point of contact for all matters pertaining to the proposed contract, including the provision of all information that may be requested:

Name and Title _____

Telephone _____ Fax _____

Email _____

Each proposal must include a copy of this page properly completed and signed.