## RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Public Health Agency of Canada / Agence de la santé publique du Canada

**Attn: Montana Myers** 

Email: montana.myers@hc-sc.gc.ca

# REQUEST FOR STANDING OFFER DEMANDE D'OFFRE À COMMANDES

Proposal To: **Public Health Agency of Canada**We hereby offer to sell to His Majesty the King 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 à:

Agence de la santé publique du Canada

Nous offrons par la présente de vendre à Sa Majesté le Roi 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 ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

Instructions : See Herein

Instructions: Voir aux présentes

Issuing Office - Bureau de distribution

Public Health Agency of Canada / Agence de la santé publique du Canada 200, Eglantine Driveway Tunney's Pasture Ottawa Ontario K1A 0K9

Title - Sujet			
French Language Training Services for	the Centre for Health		
Promotion	D.1.		
Solicitation No. – N° de l'invitation	Date		
1000246686	January 4, 2023		
Solicitation Closes at 2:00 PM –	Time Zone		
L'invitation prend fin à	Fuseau horaire		
on / le – February 6, 2023 F.O.B F.A.B.	EST		
Plant-Usine: Destination:	Other-Autre:		
Address Enquiries to: - Adresser tou			
Name: Montana Myers	neo quodiono u :		
Email: montana.myers@hc-sc.gc.ca			
Destination – of Goods, Services, an	d Construction:		
Destination – des biens, services et e			
See Herein – Voir ici			
Delivery required - Livraison exigée			
See Herein – Voir ici			
Vendor/firm Name and address			
Raison sociale et adresse du fournis	seur/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	e à signer au nom du		
fournisseur/de l'entrepreneur			
(type or print)/ (taper ou écrire en car	ractères d'imprimerie)		
<del></del>			
Signature	Date		





# **TABLE OF CONTENTS**

PART 1	- GENERAL INFORMATION	3
1.1	Introduction	3
1.2	SUMMARY	3
1.3	Debriefings	3
PART 2	- OFFEROR INSTRUCTIONS	
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	,
2.1	SUBMISSION OF OFFERS	
2.3	FORMER PUBLIC SERVANT	
2.4	Enquiries - Request for Standing Offers	<del>(</del>
2.5	APPLICABLE LAWS	
2.6	BID CHALLENGE AND RECOURSE MECHANISMS	
PART 3	- OFFER PREPARATION INSTRUCTIONS	
3.1	OFFER PREPARATION INSTRUCTIONS	
PART 4	- EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1	EVALUATION PROCEDURES	8
4.2	Basis of Selection	8
PART 5	- CERTIFICATIONS AND ADDITIONAL INFORMATION	9
5.1	CERTIFICATIONS REQUIRED WITH THE OFFER	
5.2	CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	9
PART 6	- STANDING OFFER AND RESULTING CONTRACT CLAUSES	10
A. STA	ANDING OFFER	10
6.1	Offer	10
6.2	SECURITY REQUIREMENTS	
6.3	STANDARD CLAUSES AND CONDITIONS	
6.4	TERM OF STANDING OFFER	
6.5	AUTHORITIES	
6.6 6.7	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	
6.8	CALL-UP PROCEDURES	
6.9	CALL-UP INSTRUMENT	
6.10	LIMITATION OF CALL-UPS	
6.11	FINANCIAL LIMITATION	
6.12	PRIORITY OF DOCUMENTS	
6.13	CERTIFICATIONS AND ADDITIONAL INFORMATION	
6.14	APPLICABLE LAWSSULTING CONTRACT CLAUSES	
6.1	STATEMENT OF WORK	
6.2	STANDARD CLAUSES AND CONDITIONS	
6.3 6.4	TERM OF CONTRACT PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	
6.5	Payment	
6.6	Invoicing Instructions	
6.7	Insurance	
6.8	DISPUTE RESOLUTION	1
ANNEX	A - STATEMENT OF WORK	16
ANNEX	B - BASIS OF PAYMENT	18



#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

Part 1	General Information: provides a general description of the requirement;
Part 2	Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
Part 3	Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
Part 4	Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
Part 5	Certifications and Additional Information: includes the certifications and additional information to be provided;
Part 6	6A, Standing Offer, and 6B, Resulting Contract Clauses:
	6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, and any other annexes

## 1.2 Summary

This Standing Offer (SO) focuses on providing French language training sessions to the employees of the Centre for Health Promotion at the Public Health Agency of Canada. With a focus on delivering French training (oral, reading and writing) and test preparation for staff of varying levels to assist employees in fulfilling their bilingual requirement. The period of the Standing Offer is from Standing Offer award to March 31, 2026, with two (2) additional one (1) year option periods. The training will take place virtually or at Centre for Health Promotion's location of work at 785 Carling Avenue, Ottawa, Ontario K1A 0K9.

## 1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.



#### **PART 2 - OFFEROR INSTRUCTIONS**

## 2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The <u>2006</u> (2022-12-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 2.2 Submission of Offers

Offers must be submitted only to <a href="montana.myers@hc-sc.gc.ca">montana.myers@hc-sc.gc.ca</a> by the date, time and place indicated in the RFSO.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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*<u>Act</u> 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

## Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

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

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

By providing this information, Offerors agree that the successful Offeror'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 <a href="Contracting Policy Notice: 2019-01">Contracting Policy Notice: 2019-01</a> and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

## **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** ( ) NO ( )

If so, the Offeror must provide the following information:

- a. name of former public servant;
- 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 - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

# 2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

## 2.6 Bid Challenge and Recourse Mechanisms

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



#### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

## 3.1 Offer Preparation Instructions

Due to the nature of the RFSO, offers transmitted by CPC Connect service and by facsimile will not be accepted.

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Bid – one electronic copy by email; Section II: Financial Bid – one electronic copy by email; Section III: Certifications – one electronic copy by email.

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

#### Section I: Technical Offer

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

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

#### Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment at Annex B.

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

## 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

## 4.1.1 Technical Evaluation

# 4.1.1.1 Mandatory Technical Criteria

Mandatory Technical Criteria (MT)			
Number	Mandatory Technical Criterion	Offer Preparation Instructions	Reference to Page / Proposal
MT1	The Offeror must have resources with experience in Government of Canada language testing and the requirements to achieve all levels.	The Offeror must provide the information required for items 1-3 for two (2) projects/jobs:  1) The name and location for the organization for whom the service was provided;  2) The start and end dates of the project/job;  3) A short description of the services provided	·
MT2	The Offeror must demonstrate that they have resources available in the National Capital Region (NCR) that are able to meet in person or online to provide part-time one-on-one training and full-time one-on-one training.	The Offeror must provide an attestation of available resources.	
МТ3	The Offeror must provide a signed attestation that they are able to provide training within ten (10) days of each individual request for training		

# 4.2 Basis of Selection

## 4.2.1 Mandatory Technical Criteria

SACC Manual Clause M0031T (2007-05-25), Mandatory Technical Criteria Only



## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

# 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

## 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> 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 the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 provided will render the offer 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 <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

# 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid<u>"</u> list ) available at the bottom of the page of the <u>Employment and Social Development Canada (ESDC) - Labour's</u> website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.



#### PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

#### A. STANDING OFFER

- 6.1 Offer
- **6.1.1** The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

## 6.2 Security Requirements

- **6.2.1** Unscreened contractors must be escorted:
- 1. Unscreened contractors must be escorted by an employee or Commissionaire at all times when visiting Government of Canada facilities.
- 2. Information which is to be used in the development of the contracted product, as reference material or otherwise made available to the contractor must be unclassified material and considered to be releasable to the public by HC/PHAC and/or The Government of Canada.
- 3. No Protected or Classified information is to be made available to the contractor, used in the production of the contracted product, or produced as a result of this contract.

#### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <a href="Standard Acquisition Clauses and Conditions Manual">Standard Acquisition Clauses and Conditions Manual</a> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

## 6.3.1 General Conditions

<u>2005</u> (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

# 6.4 Term of Standing Offer

## 6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of Standing Offer to March 31, 2026.

# 6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to two (2) additional one (1) year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.





## 6.5 Authorities

# 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Montana Myers

Title: Procurement and Contracting Officer, Health Canada

Telephone: 613-447-7684

E-mail address: montana.myers@hc-sc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2	Proj	ect A	\uth	ority
-------	------	-------	------	-------

The Project Authority for the Standing Offer is:

Name: Title:	 	_	
Organization:	 		
Address:	 		
Telephone:	 		
Facsimile:			
E-mail address:			

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

## 6.5.3 Offeror's Representative

Name:	
Title:	_
Organization:	
Address:	
Telephone:	
Facsimile:	
E-mail address:	

## 6.6 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

# 6.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are: Public Health Agency of Canada (PHAC)



## 6.8 Call-up Procedures

PHAC shall award Call ups to the Offeror. Call-up can be issued for the length of the standing offer period and must not exceed \$20,000.00

The Offeror shall acknowledge receipt of the call-up document within one (1) working day of receipt.

## 6.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form "Call-up against a Standing Offer".

The Call-up Authority shall send to the Offeror the document(s) and the reference material (if applicable) relevant to the request.

All requests shall contain, but is not limited to, all the relevant details/document specifications for processing the request:

- a. the Call-up Authority and/or Project Authority's name;
- b. the name of the learner,
- c. target level: A, B or C;
- d. target language;
- e. training session start and end dates;
- f. day(s) of the week and number of hours for training delivery and;
- g. total billable amount in compliance with the Basis of Payment.

## 6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$20,000.00 (including taxes).

#### 6.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$100,000.00 unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 6.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- the general conditions <u>2005</u> (2022-12-01), General Conditions Standing Offers Goods or Services;
- d) the general conditions <u>2010B</u> (2022-12-01), General Conditions Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;



- \*
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_

# 6.13 Certifications and Additional Information

## 6.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

## 6.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



#### B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

#### 6.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

#### 6.2 Standard Clauses and Conditions

#### 6.2.1 General Conditions

<u>2010B</u> (2022-01-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

## 6.3 Term of Contract

#### 6.3.1 Period of the Contract

The period of work shall be in accordance with the call-up against the Standing Offer. Call-ups cannot be issued after the standing offer validity end period.

#### 6.4 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 <u>Public Service Superannuation Act</u> (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.

## 6.5 Payment

# 6.5.1 Basis of Payment - Firm Hourly Rates

Canada shall pay the Offeror firm hourly rates as outlined in the Basis of Payment at Annex B, for work performed in accordance with the call-up against the Standing Offer.

# 6.5.2 Method of Payment

SACC Manual clause H1008C (2008-05-12), Monthly Payment

## 6.5.3 Electronic Payment of Invoices - Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

a. Direct Deposit (Domestic and International);

## 6.6 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. One (1) electronic copy must be forwarded to the Project Authority and to <u>p2p.invoices-factures@hc-sc.gc.ca</u> for certification and payment.

#### 6.7 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirement

# 6.8 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".



## **ANNEX A - STATEMENT OF WORK**

#### 1. TITLE

French Language Training Services for the Centre for Health Promotion.

#### 2. SCOPE

## 2.1. Introduction

This Standing Offer (SO) focuses on providing French language training sessions to the employees of the Centre for Health Promotion. With a focus on delivering French training (oral, reading and writing) and test preparation for staff of varying levels to assist employees in fulfilling their bilingual requirement.

# 2.2. Objectives of the Requirement

The purpose of this Standing Offer (SO) is to assist employees that are in a development program prepare for their second language exams and to improve or maintain their oral, writing or comprehension skills.

## 2.3. Background and Specific Scope of the Requirement

Canada's two official languages, English and French, are a fundamental characteristic of Canadian identity. Throughout its history, Canada has passed laws, such as the <u>Official Languages Act</u>, and implemented policies to better protect and promote official languages to benefit Canadians from coast to coast to coast. The Official Languages Act aims to ensure that the Government of Canada is able to provide services to English- and French-speaking Canadians in the language of their choice. To do this, second-language training in Canada's official languages is offered to federal employees in accordance with the provisions of this same Act. The Offeror must provide education as per the Government of Canada French Language standard, and aim to increase employees' use of French.

#### 3. REQUIREMENTS

## 3.1. Tasks, Activities, Deliverables and/or Milestones

The Offeror will meet with employees individually to define the working scope of the employees achievement needs. The Offeror will customize the training for each employee. The Offeror must be able to provide the following:

- long-term part time one on one training (up to 22.5 hours per week for multiple months);
- short term full-time training (37.5 hours per week);
- assistance with testing;
- feedback, advice and helpful tips;
- the resources / materials required to help them achieve and maintain their level of French for their position.
- access to learning materials.

Learning programs will be designed in accordance to the employees needs in order to achieve the language proficiencies of their job

The French program will be designed and facilitated based on clear objectives to be determined by the employee and the Offeror.

# 3.2. Method and Source of Acceptance

The performance will be evaluated via:

Complete delivery of the individual French sessions;





- Acquiring the level of French required;
- If unable to meet language requirement of a specific test, provide concrete feedback on areas to improve;
- Evaluation at the conclusion of French training.

## 3.3. Reporting Requirements

The Offeror shall submit invoices personalized to each employee; itemizing the date and time spent teaching. Invoices can be submitted on a monthly basis and will be verified with the Project Authority to ensure deliverables of the sessions were met.

#### 4. ADDITIONAL INFORMATION

# 4.1. Canada's Obligations

Based upon preliminary discussions, the employee will review materials and conduct preparation to be discussed with the teacher to support performance in obtaining their French levels.

## 4.2. Contractor's Obligations

The Offeror agrees to:

 Unless otherwise specified, the Offeror must use its own equipment and software for the performance of this Statement of Work.

# 4.3. Location of Work, Work site and Delivery Point

The training will take place at virtually via Microsoft Teams, Zoom, or at the main office at 785 Carling Avenue, Ottawa, ON, K1A 0K9.

# 4.4. Language of Work

The Offeror must interact with the employees in French (for educational purposes), but must be able to provide all documentation in Canada's both official languages if needed.



## **ANNEX B - BASIS OF PAYMENT**

During the period of the Standing Offer, the Offeror will be paid as specific below, for Work performed in accordance with the Standing Offer.

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

The rates listed below, when submitted by the Offeror, include the estimated cost of all expenses that may be incurred to provide the language training services and should include at minimum:

- 1) preparation and delivery of deliverables;
- 2) Work of the teaching resource;
- 3) travel costs incurred by Offeror's resources in performing the Work;
- 4) course preparation time by the teaching resource; and
- 5) acquisition and/or creation of training material.

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

Firm Hourly Rates The Contractor shall be paid firm hourly rates as follows, for work performed under the Contract	Hourly Rate	Estimated number of hours (for evaluation purposes only)	Total
From Contract Award to March 31, 2026	\$/hour	1395 hours	
Option Year #1 April 1, 2026 to March 31, 2027	\$/hour	465 hours	
Option Year #2 April 1, 2027 to March 31, 2028	\$/hour	465 hours	
Total cost of the financial proposal for evaluation purposes:			\$
GST/HST, if applicable:			\$
TOTAL:			

