



RETURN BIDS TO:

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

Attn: Valeska Fedoroschuk-Tait

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	
Second Language Training for Foreign Officers	
Solicitation No. – N° de l'invitation	Date
156707	January 25th, 2024
Solicitation Closes – L'invitation prend fin at – à	Time Zone
2:00 PM	Fuseau horaire
on – February 20, 2024	EST
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 :	
873-408-0515	
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 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.

1.2 Summary

Immigration Refugees and Citizenship (IRCC) requires training services for English and French as a second official language to prospective Foreign Service Officers and Foreign Service Officers (Learners).

1.2.1 Single Contract

Canada is seeking to establish a contract for Second Language Training Services for Foreign Service Officers (FS) as defined in Appendix "D", Statement of Work, for (4) years including all options.

1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), Canada–Chile Free Trade Agreement (CCFTA), Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada–Colombia Free Trade Agreement, Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada–Honduras Free Trade Agreement, Canada–Korea Free Trade Agreement, Canada–Panama Free Trade Agreement, Canada–Peru Free Trade Agreement, Canada–Ukraine Free Trade Agreement, Canada–United Kingdom Trade Continuity Agreement and the World Trade Organization–Agreement on Government Procurement (WTO-GPA).

1.2.3 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses.

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 (5) five 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](#).

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 1 electronic soft copy via email

Section II: Financial Bid 1 electronic soft copy via email

Section III: Certifications 1 electronic soft copy via email

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 submit separate e-mail and include for example 1 of 2, 2 of 2 in the email title.

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

In accordance with the [Treasury Board Contracting Policy](#) and the *Accessible Canada Act*, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this Statement of Work (SOW) and must:

- (i) demonstrate how the bidder's proposed goods and/or services meet the accessibility requirement at delivery; or
- (ii) describe how the bidder would deliver its goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.

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 "G", 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 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 (2013-11-06) - 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.

Section IV: Additional Information

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.

Contractor Mandatory Criteria (CMT) and Mandatory Technical Criteria (MT)

For the purpose of the mandatory technical criteria specified below, the experience of the Bidder, its affiliates, employees, and sub-contractors will be considered in the evaluation process.

NOTE TO BIDDER: Beside each criterion, write the relevant page number(s) from your proposal that addresses the identified requirement

Item	Criteria	MET / NOT MET	Cross Reference to Proposal (Page#)
CMT1	<p>The organization offering language training (Contractor) must demonstrate a minimum of three (3) years of experience providing full-time in-person group training in second language (French and English) to adults during the ten (10) years preceding the closing date of this RFP. The organization must demonstrate experience in providing language training in both French Second Language and English Second Language. To demonstrate this experience, the Contractor must describe the language training provided and each training must meet all of the following requirements:</p> <p style="padding-left: 40px;">In the 10 years preceding the closing date of this RFP, the training project must:</p>		

	<ul style="list-style-type: none"> a) Be a full-time in person group training; b) Provide English Second Language (ESL) or French Second Language (FSL) training, using at least one language training program; c) Be delivered to adults; d) Be delivered by a teaching resource; be supervised by a pedagogical advisor. <p>For each training submitted by the Contractor, valid contact information of a reference, in the client organization, must be submitted.</p>		
CMT2	<p>The Contractor must demonstrate its ability to deliver in-person training at its facilities as per Appendix D Statement of Work (SOW) section 6.6. The Contractor must provide the following information to demonstrate its compliance to criterion CMT1:</p> <ul style="list-style-type: none"> a) The address of at least one of its facilities b) The name and contact information of a contact person for organizing classroom visits by an evaluating team. <p>***A site visit will be completed by the evaluators for assessment purposes.</p>		
MT1	<p>The Contractor must propose a minimum of two pedagogical advisers who must each have a combination of education and experience as follows:</p> <ul style="list-style-type: none"> - A bachelor's degree from a recognized Canadian university or credential evaluated as equivalent by an accredited institution with acceptable specialization in education, linguistics; - A minimum of three (3) years' experience as of the issuance date of this RFP, in supervising at least 5 (five) teaching resources at the same time; and - A minimum of three (3) years' experience as of the issuance date of this RFP, in providing group language training to Canadian Federal Government departments, Agencies, Provincial government entities or Municipal government entities; and - A minimum of three (3) years' experience as of the issuance date of this RFP, in providing individual language training to Canadian Federal Government departments, Agencies, Provincial government entities or Municipal government entities. <p>The Contractor must provide the following information by resource to demonstrate its compliance with criterion MT1:</p> <ul style="list-style-type: none"> - Copy of proof of education - name of the client organization 		

	<ul style="list-style-type: none"> - name and telephone number and/or e-mail address of a contact person, in the client organization, who will be able to corroborate the information provided in the offer; - total number of hours of experience as a pedagogical advisor for each pedagogical advisor experience demonstrated; - start and end dates, i.e. from [month/year] to [month/year] for each pedagogical advisor experience demonstrated; and - number of teaching resources supervised while being a pedagogical advisor for each pedagogical advisor experience demonstrated. 		
MT2	<p>The Contractor must propose a minimum of six (6) teachers who must each have a combination of education and experience as follows:</p> <ul style="list-style-type: none"> - A degree, diploma or certificate from a recognized Canadian educational institution or credential evaluated as equivalent by an accredited institution with acceptable specialization in education, linguistics or another specialty relevant to the work described in the Statement of Work; and - A minimum of three (3) years' experience as of the issuance date of this RFP, in teaching group training for at least six (6) learners at the same time or in providing group language training to Canadian Federal Government departments, Agencies, Provincial government entities or Municipal government entities; and - A minimum of three (3) years' experience as of the issuance date of this RFP, in providing individual language training to Canadian Federal Government departments, Agencies, Provincial government entities or Municipal government entities. <p>The Contractor must provide the following information by resource to demonstrate its compliance with criterion MT2:</p> <ul style="list-style-type: none"> - Copy of proof of education - name of the client organization - name and telephone number and/or e-mail address of a contact person, in the client organization, who will be able to corroborate the information provided in the offer; - total number of hours of experience as a teacher for each experience demonstrated; and - start and end dates, i.e. from [month/year] to [month/year] for each teacher experience demonstrated. 		

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 Categories of Resources being proposed in accordance with the bid solicitation, for the initial contract period and option period(s).

4.1.3 Formulas in Pricing Schedule

If the Pricing Schedule provided to bidders include any formulas, 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a **federally regulated employer** being subject to the [Employment Equity Act](#).
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- () A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- () A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- () B1. The Bidder is not a Joint Venture.

OR

- () B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

5.3 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/their services in relation to the Work to be performed and to submit his/her/their 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.

5.4 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 \(2024-01-10\)](#), 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 – Task Authorizations;
- e) Appendix “D” – Statement of Work;
- f) Appendix “E” – Basis of Payment
- g) Appendix “F” – Task Authorization Form
- h) Appendix “G” – Vendor Information and Authorization Form;
- i) the Contractor's proposal dated _____(TBD)

B2. CIC Clauses

The following Citizenship and Immigration Canada Terms and Conditions are incorporated by reference and form part of this Contract:

ID	Date	Title
CIC-SC-004 (2015-02-16), Conflict of Interest – Subsequent Request for Proposal (RFP)		

B3. SACC Manual Clauses

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

ID	Date	Title
A9117C	2007-11-30	T1204 - Direct Request by Customer Department
A9116C	2007-11-30	T1204 Information Reporting by Contractor
C0705C	2010-01-11	Discretionary Audit

B4. Security Requirement

There is no security requirement associated with the requirement.

B5. Period of Contract

The period of the Contract is from April 1, 2024 to March 31, 2025.

B5.1 Option to Extend the Contract

The Contractor grants Canada, the irrevocable right to extend the term of the Contract by up to (3) three additional (1) one year period 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 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.

B6. 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.

B7. 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.

B7.1 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

B8. 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.

B9. Closure of Government Offices

Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

B10. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Appendix "D" and the technical and management portions of the Contractor's bid entitled _____, dated _____.

B11. Authorities

B11.1 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.

B11.2 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.

B11.3 Technical Authority

<The Technical Authority 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.

B11.4 Contractor's Representative Authority

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

B12. 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

TASK AUTHORIZATIONS

C1. Task Authorization:

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

C1.1 Task Authorization Process:

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form specified in Appendix "F".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Contracting Authority and has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

C1.2 Minimum Work Guarantee – All the Work – Task Authorizations:

1. In this clause,
"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
"Minimum Contract Value" means 5%.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

C2. Basis of Payment

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Appendix E.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

C3. Limitation of Expenditure – Cumulative of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$_____ (to be inserted at contract award). Customs duties are included and applicable taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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.

C4. Method of Payment

For each individual Task Authorization issued under the Contract that contains a maximum price:

- a) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice;
- b) Once Canada has paid the maximum price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the Task Authorization, all of which is required to be performed for the maximum price. If the work described in the Task Authorization is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum price, Canada is only required to pay for the time spent performing the work related to that Task Authorization/Contract.

C5. Applicable Taxes

Applicable taxes are not included in the amounts shown in the Basis of Payment. Applicable taxes, which are estimated at \$_____ (to be inserted 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.

C6. 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;

2. Invoices must be distributed as follows:

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

C7. 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. The National Capital Act is available on the Justice Website: <http://laws.justice.gc.ca/en/N-4/>;
- 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 hourly rate for professional fees specified above.

APPENDIX “D”, STATEMENT OF WORK

STATEMENT OF WORK

1.0 Title

Second Language Training Services for Foreign Service Officers (FS)

2.0 Objective

To deliver training services for English and French as a second official language to prospective Foreign Service Officers and Foreign Service Officers (Learners) of Immigration Refugee and Citizenship Canada (IRCC).

Learners will receive language training services in order to acquire the skills needed to meet the language requirements of their position (CCC) as defined in the [Qualification Standards in Relation to Official Languages \(Qualification Standards\)](#).

3.0 Scope

The Contractor must provide in-person individual and group training services for English and French as a second official language, using materials that meet the objectives outlined in 6.2 Objectives and Approach. The Contractor must provide training to Learners in the National Capital Region (NCR). The Contractor must have the capacity to, only in exceptional circumstances and with written approval from Contractor and Project Authority, shift training to a virtual and synchronous delivery (virtual training).

4.0 Work streams

The Contractor must offer the following two streams in English and in French:

4.1 Stream 1: Full-time Group Training, in English or French, in-person on the Contractor's Premises, with capacity to deliver virtually in exceptional circumstances.

4.2 Stream 2: Full-time Individual Training, in English or French, in-person on the Contractor's Premises, with capacity to deliver virtually in exceptional circumstances

5.0 Statutory Holidays

Training must not be delivered on federal government statutory holidays and between December 25 and January 1. Learners will have the opportunity to complete exercises at home provided by the teaching resource during that period. When a holiday falls on a weekend, it is moved to the next business day.

6.0 Requirements

6.1 Language of Communication with Learners

In keeping with the pedagogical approach described in section 6.2-Objectives and Approach, the Contractor's communication with Learners must take place in the target language and avoid the use of translation into the Learner's first official language as much as possible, as every situation must be considered a learning opportunity.

However, if a learner wishes to communicate in their first official language on a personal matter, their request must be respected.

6.2 Objectives and Approach

The Contractor must ensure that all Learners have by the end of the program achieved the desired language requirement of CCC.

The program curriculum must reflect the three main aspects of official language: functional elements, work-related situations and an andragogic approach. Training must involve real work situations and social activities that will enable Learners to practice their second language communication skills. Therefore, the curriculum must be based on learning the functional and structural elements of the language, as they would occur in practical work related situations and in conversation within a Canadian context. The Project Authority reserves the right to verify the materials used by the Contractor and remove or request any changes to materials that are not in line with the training objectives and approach or are considered inappropriate.

The Contractor must regularly confirm the achievement or non-achievement of objectives through appropriate evaluations (quizzes, written and/or oral tests, interviews, observations, etc.). The Contractor must provide feedback to Learners on their results, strengths and areas for improvement on a weekly basis.

6.2.1 Evaluation, work plan and weekly learning plans

Prior to the start of the training, the Contractor must evaluate each Learner, at no additional cost, to assess their proficiency in their second official language. The assessments are to be based on the proficiency levels stated in this Statement of Work and the Qualification Standards.

The assessment tests must include an oral interview and one or more written or reading tests to assess the starting point of the Learner's full-time training. The results of the tests will estimate a number of hours required to achieve the objectives as defined by the Project Authority and provide further details, if any, regarding the path, for the specific needs of the Learner in training.

The Contractor must prepare and provide a work plan to the Project Authority for each learner. Each individual work plan must be approved by the Project Authority before training can begin.

This work plan must:

- include the Learner's assessment results and the recommended initial level;
- identify the language objectives that will be targeted during the session and the desired target level;
- detail the content essential to their achievement and the program that will be followed;
- detail the number of weeks or hours allotted for achievement of the objectives;
- include the expected dates of key activities (evaluations, visits by the pedagogical advisor, etc.).

The Contractor must provide Learners with weekly plans no later than the first day of each week. Weekly plans should identify the intended purpose, concepts, language functions, grammar points, lexicons, phonetics and communication strategies that will be covered according to the needs of Learners, as well as the exercises, references and teaching materials to be used.

6.3 Course-loading Activities

Each Learner is entitled to a maximum of 2 270 hours of in-class training.

Group training sessions must be delivered to groups of up to 6 (six) Learners. The Contractor must group the Learners, taking into account the recommended level or objective. The Contractor must place all Learners in groups, unless otherwise specified by the Project Authority

6.4 Qualification Standards in Relation to Official Languages

Once the training has been completed, a Learner who needs to satisfy the language requirements of a position must demonstrate, through Second Language Evaluation (SLE) tests administered by the Public Service Commission (PSC), that they are proficient in the language at the target (level C) for the following language skills: reading comprehension, written expression and oral proficiency. These tests are administered by the PSC of Canada or by a federal institution that has obtained a delegation of authority from the PSC to administer them.

For more information on these tests refer to: <https://www.canada.ca/en/public-service-commission/services/second-language-testing-public-service.html>

For the purposes of the Statement of Work, “qualification standards” are synonymous with “proficiency levels” or “proficiency standards” found in the Qualification Standards.

6.5 Second Language Evaluation (SLE) Tests

The Contractor must advise the Project Authority when the Learner is ready to complete the SLE tests. The Project Authority will make the necessary arrangements with the Public Service Commission (PCS) or its representatives.

6.6 Service Hours and Facilities

6.6.1 Service Hours

The Contractor must occupy and maintain a fully operational business office open Monday to Friday (excluding statutory holidays as defined in section **5.0 - Statutory Holidays**). There must be at least one contact person present who can provide services in both official languages during the period the business office is open.

The Contractor must provide Learners with a maximum of 7.5 hours of training services per day, Monday to Friday, excluding statutory holidays as defined in section **5.0 -**

Statutory Holidays. Full-time training must be provided between 8:00 a.m. and 5:00 p.m. for a total of up to 37.5 hours per week.

In a 7.5-hour training day, the Contractor must allow Learners a 15-minute break in the morning and a 15-minute break in the afternoon. These two breaks will be included in the number of hours billed. Learners will also have a 30 minutes lunch period (non-billed), aside from the 7.5-hour training period.

6.6.2 Location of the Contractor's Facilities

Training must be provided in-person on the Contractor's physical premises, located within a 10 kilometer radius of the Ottawa River's Centre behind the Parliament Buildings Located on Wellington Street, in Ottawa, Ontario.

6.6.3 The Contractor's Facilities

The Contractor must ensure that the facilities comply with applicable municipal, provincial and federal laws, policies and standards. Facilities must be clean, well-maintained and secure at all times. The Contracting Authority and/or Project Authority reserves the right to request any changes if they deem that the Contractor's facilities are not appropriate for training or that they pose a safety risk to Learners.

The Contracting Authority and/or Project Authority may visit the Contractor's facilities upon 24 hours' notice. The Contractor must respond to all written complaints regarding the facilities or classrooms submitted by the Contracting Authority and/or the Project Authority. The Contractor must respond no later than two business days after receiving the complaint.

6.6.4 Contractor Classrooms and Meeting rooms

The Contractor must be able to accommodate a fluctuating amount of Learners, while maintaining an enclosed classroom for each group and/or individual learner. The maximum number of learners per group is 6.

Classrooms must be equipped with all the necessary furnishings and materials needed for language training (i.e. wall chart, chalk or markers, tables, chairs for Learners and the teaching resource, adequate lighting, heating, air conditioning). Classrooms must allow Learners and teaching resources to move about easily at all times. They must also allow for safe participation in group activities. Furnishings and materials must be in good condition and of standard quality.

The Contractor must also provide a minimum of 2 smaller rooms for meetings. All meeting rooms must be enclosed, each with a door, and located in the same building.

Learners must have access to washrooms located in the same building as the classrooms and meeting rooms. The Contractor must also provide Learners with access to a designated dining area outside the classroom, but in the same building as the classrooms. This space must be clean, well maintained and equipped with a sufficient number of chairs, tables, microwaves and refrigerators to serve the Learners in training.

6.6.5 Technology

Each classroom must have the following operational technology:

1. A desktop or laptop computer and accessories including but not limited to a mouse, a keyboard, speakers and headsets (must be able to support training-related tasks) for each learner;
2. High-speed Internet with unlimited transfer capacity and a minimum connection speed of 100 Megabits/second (must be able to support training-related tasks);
3. Protected wireless Internet access (Wi-Fi) to enable Learners to use training materials on their portable or mobile devices. The Contractor must provide the password for their network to the Learners;
4. Multimedia projector or other large-screen presentation method with a minimum size of 40 inches.

The Contractor must also provide the Learners with easy access to a printer, photocopier and scanner if required. Ideally, Microsoft Teams should be used as the tool for communication between Contractor and Project Authority, or in the exceptional circumstance that training would be delivered virtually.

6.7 Course Material

The Contractor must provide all teaching materials for use in the classroom. Teaching materials used in the classroom must be available in paper and electronic format. Materials must be able to be saved, printed or photocopied. Course materials must be organized to allow easy navigation by the Learner.

The Learner may choose to print the material at no additional cost. Course materials (exercises, grammatical rules, conjugations, etc.) distributed to Learners will become their property. Provision of this instructional material is the Contractor's responsibility.

6.7.1 Accessibility of Course Materials

The Government of Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the *Accessible Canada Act*, its associated regulations and standards, and [Treasury Board Contracting Policy](#). Procurement documents will specify the accessibility criteria and standards to be met and provide guidelines for the evaluation of proposals with respect to those criteria and standards.

6.8 Teaching Resources and Pedagogical Advisors

The Contractor must ensure that the names of the pedagogical advisor(s) and teaching resource(s), as well as their professional contact information (email address and telephone number) are provided to the Learner(s) on or before the first day of training.

6.8.1 Code of Conduct

The Contractor and all its personnel must:

- Avoid any conduct involving deceit, dishonesty, misrepresentation, unprofessional communication, harassment, discrimination, or other actions which may cause physical, emotional or moral injury;
- Create, through their attitude, a positive and inclusive learning and working environment and encourage the Learner(s) to follow their lead by always displaying positive and professional behavior;
- Treat Learners with respect and tolerance for different cultural values in a multicultural environment;
- Display patience and an open-minded attitude when providing and receiving feedback;
- Aim to foster an atmosphere of mutual trust among Learners;
- Work openly, honestly, and transparently to promote engagement, collaboration and respectful communication.

6.8.2 Pedagogical Advisors

The Contractor must assign pedagogical advisors respecting the following ratio: one advisor for every 30 Learners in each of the official languages.

Pedagogical advisors must not be a teaching resource at the same time that they are performing the duties of the role.

6.8.2.1 Welcome Sessions for New Learners

At the beginning of the Learner's training, the Contractor must provide a welcome session that covers, at a minimum, the following topics:

1. a visit to the physical facility;
2. a rehearsal session for virtual synchronous training, for exceptional circumstances;
3. emergency evacuation procedures;
4. training program objectives;
5. presentation on the teaching approach;
6. course plan;
7. description of the teaching resource's and pedagogical advisor's roles and responsibilities;
8. steps to follow in the case of Learner dissatisfaction.

The welcome session must be held in the first official language of Learners. The Contractor must ensure that Learners fully understand the information presented to them.

Topics 3-8 above must be available to the Learners in writing (paper or/and electronic), in both official languages.

6.8.2.2 Visits and Advice to Learners

The pedagogical advisor must visit with Learners at least once a month. In addition, the pedagogical advisor must meet with and provide advice to Learners who are having difficulty meeting training objectives. They must be available to meet upon a Learner's request.

6.8.2.3 Supervision of Teaching Resources

The pedagogical advisor must ensure that the classroom activities led by teaching resources are appropriate, relevant, varied and provided effectively, so as to enable Learners to meet curriculum objectives. The pedagogical advisor must also ensure that teaching resources are prepared and begin class on time.

6.8.2.4 Intervention in the Case of a Complaint

The pedagogical advisor must intervene with Learners and/or teaching resources at the request of a Learner, teaching resource, Contracting Authority or Project Authority. In the event of a request for intervention, the pedagogical advisor must provide the Project Authority with an intervention report on the next business day following the request.

In addition, the pedagogical advisor must intervene in the case of a problematic situation that could impede training (e.g. absences, late arrivals, early departures, conflict between the Learners, poor communication or lack of respect between a teaching resource and a Learner or Learners). They must propose solutions to resolve the situation and ensure that classroom teaching practices are tailored to the needs of the Learners. The pedagogical advisor must also follow up with the parties involved.

6.8.2.5 Communications

The Contractor and/or its pedagogical advisor must respond to any requests from the Project Authority within 2 business days. Should action be required, the Contractor and/or its pedagogical advisor must follow up with the Project Authority within 3 additional business days.

6.8.2.6 Work plans and Reports

The pedagogical advisor must ensure that the work plans and reports prepared by teaching resources comply with the principles and approach defined in section **6.2 - Objectives and Approach**. Plans and reports must be in line with language objectives as defined in **6.2 Objectives and Approach**, meet the needs of Learners and comply with the requirements set out in sections **6.9.1-Attendance Report** and **6.2.1 Evaluation, work plan and weekly learning plans**. The pedagogical advisor must provide the Project Authority with the work plan before the training begins. The attendance along with monthly Learner progress reports must be submitted on a monthly basis. The Project Authority may also request weekly plans. All documents must be submitted no later than two business days following the request.

The Contractor must provide the Project Authority with the work plans before the start of the training, and follow up on the Learners' progress throughout the session on a monthly basis at a minimum.

6.8.2.7 Training Files

The pedagogical advisor must maintain a training file for each Learner in full-time training. These files must be sent to the Project Authority upon request. The file must include all relevant documents, including teaching recommendations, progress and attendance

reports. No personal information, as described in the [Privacy Act](#), can be kept in the training file.

6.8.2.8 Replacing a Pedagogical Advisor

The Contractor must notify Learners and the Project Authority of any pedagogical advisor replacements and provide the replacement advisor's name and professional contact information (email address, telephone number) as soon as the replacement is in effect. In addition, the Contractor must inform Learners of any absences of more than three consecutive days. For any absence of more than two weeks, the Contractor must assign an alternate pedagogical advisor. If the pedagogical advisor changes duties, they must be replaced as soon as possible.

6.8.3 Teaching Resources

The Contractor must be able to accommodate a fluctuating Learner count on an as needed basis, with the capacity to accommodate all Learner groups simultaneously for in-person training.

6.8.3.1 Course Preparation

The teaching resource is responsible for course preparation, including course planning and the preparation of materials that will be used in the classroom, including photocopies. Planning must be developed to meet the objectives of the curriculum as set out in **6.2 Objectives and Approach**. Teaching resources must conduct weekly planning. Teaching resources must provide Learners with the weekly plan at the start of each week. The Contractor should facilitate meetings between the teaching resources and the pedagogical advisor to discuss and collaborate for the course planning.

6.8.3.2 Teaching

The teaching resource must deliver in-person training, to a minimum of 2 and a maximum of 6 Learners by group, by carrying out teaching activities that meet the needs of Learners, while meeting the language training objectives set out in **6.2 Objectives and Approach**. The teaching resource must manage the class so as to comply with class start and end times, while taking into consideration scheduled breaks.

Educational outings can take place during course hours if they are approved in advance of the outing by the Project Authority, all Learners and the pedagogical advisor, and at no additional cost. Educational outings must have a specific learning objective and take place within the NCR.

6.8.3.3 Individual Meetings with Learners

The teaching resource must organize weekly individual meetings with each Learner. The meetings may last 30 minutes, on average. During these meetings, the teaching resource must answer Learners' questions and work with them on the concepts with which they are having difficulty.

During this time, Learners who are not in one-on-one meetings will study on their own. The teaching resource must ensure that these self-directed learning activities meet the needs of the Learners.

6.8.3.4 Replacing a Teaching Resource

In the event that a teaching resource is absent, the Contractor must ensure a replacement immediately. If a replacement cannot be found, the Contractor must inform the Project Authority and the Learner(s) at least 60 minutes before the start of the course.

6.9 Specific Performance Measures

6.9.1 Attendance Report

The teaching resource must record Learner absences and attendance in the monthly attendance report. All partial and full-day or full-course absences must be recorded. The monthly attendance report must be signed by the teaching resource and the Learner and submitted to the Project Authority via email within five (5) business days after the end of the evaluated month.

Each week, the teaching resource must ask the Learner to initial the attendance report to verify the information entered. This process should correct possible errors and avoid conflicts.

The Contractor must contact the Project Authority if a Learner has repeated absences, late arrivals or early departures that could impede their learning. The Contractor must then submit a written notice to the Project Authority no later than 2 business days after noticing repeated absences, late arrivals or early departures (following the third absence, late arrival or early departure in a row).

6.9.2 Progress Report

The teaching resource must track the Learner's performance and produce an individual progress report on a monthly basis.

The individual progress report must contain the following:

- objectives/modules that were covered;
- grammar points or elements that the Learner needs to work on;
- the Learner's strengths;
- all training-related information, if applicable;
- recommendation on whether each Learner is progressing as per the expectations or if a monitoring plan should be considered;
- attendance and punctuality;
- the period covered by the report;
- any additional element as requested by the Project Authority;
- pedagogical advisor approval.

The Contractor must provide the progress report to the Learner and the Project Authority via email within five (5) business days after the end of the evaluated month.

The pedagogical advisor must ensure that the progress report prepared by the teaching resource reflects the Learner's progress. To do this, the pedagogical advisor must review the report based on the teaching resources feedback and observations during classroom visits and if required, administer an interview that verifies the achievement or non-achievement of the learning objectives.

6.9.3 *Monitoring Teaching Quality*

The Project Authority reserves the right to observe in person and virtual lessons upon 24 hours' notice in order to ensure that training meets the requirements of this Contract. If the lesson observed does not meet the contract requirements, the Project Authority will notify the Contractor. The Contractor will have two (2) business days to demonstrate what action will be taken to address the issues specified by the Project Authority. If the teaching is still not consistent with the requirements at a second observation by the Project Authority, the Contractor must propose a replacement teaching resource, as soon as reasonably possible.

6.10 Requirements for Pedagogical Advisors and Teaching Resources

All teaching resources proposed by the Contractor must be proficient in the language being taught. Proposed teaching resources must also be sufficiently proficient in the other official language to explain basic concepts related to the language being taught. The pedagogical advisor must be able to deliver the information session (section **6.8.2.1 - Welcome Sessions for New Learners**) to Learners and discuss matters related to their training in their first official language.

Attachment 1 – Mandatory Qualification

A. Mandatory Qualifications for Language Training Organization (Contractor)

The organization offering language training (Contractor) must demonstrate a minimum of three (3) years of experience providing full-time in-person group training in second language (French and English) to adults during the ten (10) years preceding the closing date of this RFP. The organization must demonstrate experience in providing language training in both French Second Language and English Second Language. To demonstrate this experience, the Contractor must describe the language training provided and each training must meet all of the following requirements:

In the 10 years preceding the closing date of this RFP, the training project must:

- a) Be a full-time in person group training;
- b) Provide English Second Language (ESL) or French Second Language (FSL) training, using at least one language training program;
- c) Be delivered to adults;
- d) Be delivered by a teaching resource; and
- e) Be supervised by a pedagogical advisor.

For each training submitted by the Contractor, valid contact information of a reference, in the client organization, must be submitted.

B. Mandatory Qualifications for Teaching Resources

All teaching resources must have the education and experience described in the following list. In addition, all teaching resources must be able to, upon request, provide proof of authorization to legally work in Canada. Each teaching resource must meet all of the following requirements:

- a) Education: A degree, diploma or certificate from a recognized Canadian educational institution or credential evaluated [as equivalent by an accredited institution](#) with acceptable specialization in education, linguistics or another specialty relevant to the work described in the Statement of Work;
- b) A minimum of three (3) years' experience as of the issuance date of this RFP, in providing group language training to Canadian Federal Government departments, Agencies, Provincial government entities or Municipal government entities.
- c) A minimum of three (3) years' experience as of the issuance date of this RFP, in providing individual language training to Canadian Federal Government departments, Agencies, Provincial government entities or Municipal government entities.

C. Mandatory Qualifications for Pedagogical Advisors

All pedagogical advisors must have the education and experience described in the following list. In addition, all pedagogical advisors must provide proof of authorization to legally work in Canada. Each pedagogical advisor must meet all of the following requirements:

- a) Education: A bachelor's degree from a Canadian university or credential evaluated [as equivalent by an accredited institution](#) with acceptable specialization in education, linguistics or another specialty relevant to the work described in the Statement of Work;
- b) a minimum of three (3) years' experience as of the issuance date of this RFP, in supervising at least 5 teaching resources at the same time;
- c) A minimum of three (3) years' experience as of the issuance date of this RFP, in providing group language training to Canadian Federal Government departments, Agencies, Provincial government entities or Municipal government entities.
- d) A minimum of three (3) years' experience as of the issuance date of this RFP, in providing individual language training to Canadian Federal Government departments, Agencies, Provincial government entities or Municipal government entities.

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”.

Canada's total liability to the Contractor under the Contract shall not **exceed \$2,311,576.72 including all options, travel expenses and all applicable taxes.**

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 hourly rate (in Cdn \$) for each of the 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.
1. 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.

TABLE A – INITIAL CONTRACT PERIOD From April 1, 2024 - to March 31, 2025			
TABLE A – Second language training			
Category	(A) Estimated Level of hours	(B) Firm All Inclusive Hourly Rate	(C) Table A (C) = (A)x(B)
Teacher - English Second Language Training			
Full Time group training up to 6 learners per group	Up to 460 hours	To be provided by Bidder	To be provided by Bidder
Full Time individual Training	Up to 460 hours	To be provided by Bidder	To be provided by Bidder

Teacher - French Second Language Training			
Full Time group training up to 6 learners per group	Up to 11,025 hours	To be provided by Bidder	To be provided by Bidder
Full Time individual Training	Up to 4594 hours	To be provided by Bidder	To be provided by Bidder
Total for Table A (Sum of column (C)) =			To be provided by Bidder

TABLE B – OPTION PERIOD 1 From April 1, 2025 - to March 31, 2026			
TABLE B – Second language training			
Category	(A) Estimated Level of hours	(B) Firm All Inclusive Hourly Rate	(C) Table B (C) = (A)x(B)
Teacher - English Second Language Training			
Full Time group training up to 6 learners per group	Up to 460 hours	To be provided by Bidder	To be provided by Bidder
Full Time individual Training	Up to 460 hours	To be provided by Bidder	To be provided by Bidder
Teacher - French Second Language Training			
Full Time group training up to 6 learners per group	Up to 9188 hours	To be provided by Bidder	To be provided by Bidder
Full Time individual Training	Up to 3216 hours	To be provided by Bidder	To be provided by Bidder
Total for Table B (Sum of column (C)) =			To be provided by Bidder

TABLE C – OPTION PERIOD 2 From April 1, 2026 - to March 31, 2027			
TABLE C – Second language training			
Category	(A) Estimated Level of hours	(B) Firm All Inclusive Hourly Rate	(C) Table C (C) = (A)x(B)

Teacher - English Second Language Training			
Full Time group training up to 6 learners per group	Up to 460 hours	To be provided by Bidder	To be provided by Bidder
Full Time individual Training	Up to 460 hours	To be provided by Bidder	To be provided by Bidder
Teacher - French Second Language Training			
Full Time group training up to 6 learners per group	Up to 7350 hours	To be provided by Bidder	To be provided by Bidder
Full Time individual Training	Up to 2297 hours	To be provided by Bidder	To be provided by Bidder
Total for Table C (Sum of column (C)) =			To be provided by Bidder

TABLE D – OPTION PERIOD 3 From April 1, 2027 - to March 31, 2028			
TABLE D – Second language training			
Category	(A) Estimated Level of hours	(B) Firm All Inclusive Hourly Rate	(C) Table D (C) = (A)x(B)
Teacher - English Second Language Training			
Full Time group training up to 6 learners per group	Up to 460 hours	To be provided by Bidder	To be provided by Bidder
Full Time individual Training	Up to 460 hours	To be provided by Bidder	To be provided by Bidder
Teacher - French Second Language Training			
Full Time group training up to 6 learners per group	Up to 7350 hours	To be provided by Bidder	To be provided by Bidder
Full Time individual Training	Up to 2297 hours	To be provided by Bidder	To be provided by Bidder
Total for Table D (Sum of column (C)) =			To be provided by Bidder

TOTAL EVALUATED PRICE Table:

TABLE A – TOTAL (excluding taxes)	To be provided by Bidder
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TABLE B – TOTAL (excluding taxes)	To be provided by Bidder
TABLE C – TOTAL (excluding taxes)	To be provided by Bidder
TABLE D – TOTAL (excluding taxes)	To be provided by Bidder
EVALUATED PRICE (E) = SUM OF (TABLE A + TABLE B + TABLE C + TABLE D) (excluding taxes)	To be provided by Bidder

Monthly	
TASK AUTHORIZATION APPROVALS	
10.0 CIC Contracting Authority - Concurrence to Proceed with TA:	
Signature:	Date:
11.0 CIC Project Authority - Contractor's TA Proposal is Accepted:	
Signature:	Date:
12.0 Contractor - Concurrence with Expenditure:	
Signature :	Date:
<p>You are requested to sell to Canada, in accordance with the terms and conditions included in the CIC Contract no 6000xxx. and the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein for this Task Authorization at the price set out thereof.</p>	

APPENDIX "G", 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.