



RETURN BIDS TO :
Canada Revenue Agency

Proposal to: Canada Revenue Agency

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 and/or attached hereto, the goods and/or services listed herein and on any attached sheets at the price(s) set out therefor.

Bidder's Legal Name and Address (ensure the Bidder's complete legal name is properly set out)

Bidder MUST identify below the name and title of the individual authorized to sign on behalf of the Bidder

Signature of authorized representative

Date (yyyy-mm-dd)

Name of authorized representative (print)

Title of authorized representative (print)

() _____

Telephone No.

() _____

Fax No.

E-mail address

REQUEST FOR PROPOSAL

Title

Virtual language training services for Canada Revenue Agency - Atlantic and Western Regions.

Solicitation No.

1000406454A

Date

(2023-07-26)

Solicitation

closes on (2023-09-12) at 2:00 P.M.

Time zone

EST Eastern Standard Time

Contracting Authority

Name: Furqana Mehkari

Address: 320 Queen St., 10th Floor,
 Place de Ville, Tower A Ottawa, ON
 K1A

E-mail address:

Furqana.Mehkari@cra-arc.gc.ca

Telephone No.

(613) 219-6096

Destination

See herein



This bid solicitation cancels and supersedes previous bid solicitation number 1000406454 dated March 06, 2023 with a closing of April 14, 2023 at 02.00 PM EST. A debriefing or feedback sessions will be provided to bidders/offerors/suppliers who bid on the previous solicitation.

Request for Proposal (RFP)

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

Title: Virtual language training services for Canada Revenue Agency - Atlantic and Western Regions.

Part 1 General Information

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the solicitation;
- Part 3 Proposal Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation and 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
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Appendix 1: Mandatory Criteria
- Appendix 2: Point Rated Criteria
- Appendix 3: Financial Proposal
- Part 7 Model Contract: includes the clauses and conditions and any annexes that will apply to any resulting contract.
- Annex A: STATEMENT OF WORK



Annex B: BASIS OF PAYMENT

Annex C: SECURITY REQUIREMENTS CHECK LIST

Annex D: Synergy 2.0 Solution

1.2 Summary

The Contractor must provide full-time and part-time virtual language training (English and/or French), on an “as and when requested” basis, to CRA employees either in groups or individually in order for the employees to:

- a) obtain Level A, Level B or Level C in reading, writing and oral proficiency, as required per employee, in their second official language;
- b) maintain their second official language; and
- c) improve their second official language.

The Contractor must also provide telephone tutoring and Preparation for Second Language Evaluation (SLE) evaluation level C oral interaction assessment “as and when requested” basis.

The CRA requires the services referenced above in the following region(s) and language(s):

Region 1 (A): Atlantic (English); AND/OR

Region 1(B): Atlantic (French); AND/OR

Region 2 (A): Western (English); AND/OR

Region 2 (B): Western (French).

The Atlantic region is comprised of the province of New Brunswick, Prince Edward Island, Nova Scotia and Newfoundland and Labrador.

The Western region is comprised of the province of British Columbia, Alberta, Saskatchewan and Manitoba.

It is the CRA’s intention to award up to four contracts to fulfil this requirement.

Bidders may submit a proposal for any of the two regions and for either one or both languages (French and/or English), as mentioned above:

For example, a bidder can bid on either one or both region(s) (Atlantic and/or Western) and for either one or both languages (French and/or English).



In the event that a single Bidder is deemed the highest ranked responsive bid for both regions and both languages, the CRA will award one contract to the winning bidder for these two regions and two languages.

The anticipated period of Contract(s) will be for two years, with three irrevocable options to extend the Contract period. Each option is for one year period.

The CRA reserves the right to participate in pilot projects pertaining to language training developed by the CRA or by other government departments on an ad hoc basis.

Conditional Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658>).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.

e-Procurement Solution

a) CRA e-Procurement Solution

The CRA's e-procurement solution for ordering, receiving and reconciling goods and services is an SAP Ariba tool which has been branded internally as Synergy 2.0. Synergy 2.0 will be used to place orders under any resulting contract.

The Bidder with the highest combined rating of technical merit and price must be a member of the Ariba Network (AN) prior to contract award, and maintain membership in the AN



throughout the period of any resulting Contract, including any exercised option periods. All costs associated with this membership shall be borne by the Bidder.

b) Government of Canada e-Procurement Solution (EPS)

Canada is currently developing a government-wide EPS for ordering of goods and services. In support of the anticipated transition to this solution and how it may impact any resulting contract that is issued under this solicitation, refer to Part 7, article 7.4.1 of the Model Contract, Transition to Government of Canada e-Procurement Solution (EPS).

The [Government of Canada's press release](#) provides additional information.

1.3 Glossary of Terms

TERM	DEFINITION
CRA	Canada Revenue Agency
Day/Month/Year	For purposes of technical evaluation, one (1) month shall equal a minimum of 16.67 billable days (a day equals 7.5 hours) and one (1) year equals a minimum of 200 billable days. Any additional billable days within the same year will not increase the experience gained for the purposes of evaluation.
Project	A set of activities required to produce certain defined outputs, or to accomplish specific goals or objectives, within a defined schedule and resource budget. A project exists only for the duration of time required to complete its stated objectives.
Proposal	A solicited submission by one party to supply certain goods or services. The word "proposal" is used interchangeably with "bid"
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.
Tendering Authority	Canada Revenue Agency



1.4 Debriefings

Bidders may request a debriefing on the results of the solicitation process. Bidders should make the request to the Contracting Authority within ten (10) business days of receipt of the results of the solicitation process. The debriefing may be in writing, by telephone or in person.

1.5 Office of the Procurement Ombudsman (OPO)

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

1.6 Canadian International Trade Tribunal

As a general rule, a complaint regarding this procurement process must be filed with the Canadian International Trade Tribunal (the Tribunal) within 10 working days from the date on which a bidder becomes aware, or reasonably should have become aware, of a ground of complaint. Alternatively, within that time frame, a bidder may first choose to raise its ground of complaint by way of an objection to the CRA; if the CRA denies the relief being sought, a bidder may then file a complaint with the Tribunal within 10 working days of that denial. In certain exceptional circumstances, a 30-day time frame may be applicable for filing a complaint with the Tribunal. More information can be obtained on the Tribunal's Web site (www.citt-tcce.gc.ca) or by contacting the Registrar of the Tribunal at 613-990-2452. Reference: section 6 of the Canadian International Trade Tribunal Procurement Inquiry Regulations (S.O.R./93-602).

Also consult [Bid Challenge and Recourse Mechanisms](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms) (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>)



Part 2 Bidder Instructions

2.1 Mandatory Requirements

Wherever the words “shall”, “must” and “will” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement.

Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will receive no further consideration.

2.1.1 Signatures

Bidders MUST sign Page 1 (front page) of the Request for Proposal and any certification identified in Part 5.

2.2 Standard Instructions, Clauses and Conditions A000T (2012-07-16)

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

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

The standard instructions and conditions 2003 (2022-03-29) are incorporated by reference into and form part of the bid solicitation.

The following clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A3005T	Status and Availability of Resources	2010-08-16
A3010T	Education and Experience	2010-08-16
A3015T	Certifications	2014-06-26
C3011T	Exchange Rate Fluctuation	2013-11-06

2.2.1 Revisions to Standard Instructions 2003

Standard Instructions - Goods or Services – Competitive Requirements 2003 (2022-03-29) are revised as follows.



Section 01 titled “Integrity provisions– bid”, is deleted in its entirety and replaced with the following:

Section 01 Integrity provisions– bid

1. The Supplier Integrity Directive (SID) dated November 3, 2021, is incorporated by reference into, and forms a binding part of the bid solicitation. The Bidder must comply with the SID, which can be found on the Canada Revenue Agency’s website at <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html>.
2. Under the SID, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The SID describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
 - a. by the time stated in the SID, all information required by the SID described under the heading “Mandatory Provision of Information”; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Forms for the Integrity Regime](#).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - a. it has read and understands the SID (<https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html>)
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the SID, will or may result in a determination of ineligibility or suspension under the SID;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID;



- e. none of the domestic criminal offences, and other circumstances, described in the SID that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the SID, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

Section 02 titled "Procurement Business Number", is hereby deleted in its entirety and replaced with:

Section 02 Procurement Business Number

Suppliers should obtain a Business Number (BN) before contract award. Suppliers may register for a BN online at <https://www.canada.ca/en/services/taxes/business-number.html>.

Section 03 titled "Standard instructions, clauses and conditions", "Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c.16)," is hereby deleted.

Section 05 titled "Submission of bids", paragraph 2 (d) is deleted in its entirety and replaced with the following:

(d) send its bid only to the Canada Revenue Agency Bid Receiving Unit or to the address specified in the solicitation in Section 2.3.

Section 05 titled "Submission of bids" paragraph 4, delete "60 days" and replace with "120 days".

Section 06, titled "Late bids", the reference to "PWGSC" is hereby deleted and replaced with "The CRA".

Section 07 titled "Delayed bids", all references to "PWGSC" are hereby deleted and replaced with "the CRA".



Section 08 titled “Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service” is deleted in its entirety and replaced with the following:

Section 08 Transmission by Connect

- a) Bids must be submitted by using the Connect service (<https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page>) provided by the Canada Post Corporation.
- b) To submit a bid using the Connect service, the Bidder must send as early as possible, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the Bid Receiving Unit requesting to open a Connect conversation. Requests to open a Connect conversation received after that time may not be answered. In the email, the Bidder must include the name and email address of all individuals who need to participate in the Connect conversation.
- c) If the Bidder sends an email requesting a Connect conversation to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate a Connect conversation. The Connect conversation will create an email notification from the Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d) The bid solicitation number should be identified in the Connect message field of all electronic transfers.

It should be noted that the use of Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use 320 Queen St., Place de Ville, Tower A Ottawa, ON K1A

- e) in order to register for the Connect service.
- f) For bids transmitted by the Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;



- vii. security of bid data; or,
- viii. inability to create an electronic conversation through the Connect service.
- g) The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the Connect conversation. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- h) Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when requesting a conversation in Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the Connect system.
- i) A bid transmitted by the Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

Section 12 titled "Rejection of bid", delete subsections 1(a) and 1(b) in their entirety.

Section 20 titled "Further information", paragraph 2 is hereby deleted and replaced with the following: Enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.

Section 21 titled "Code of Conduct for Procurement-bid" is hereby deleted in its entirety.

2.3 Submission of Proposals

When responding, the proposal MUST be delivered to the Bid Receiving Unit address indicated below by the time and date indicated on Page 1.

BIDDERS ARE TO SUBMIT PROPOSALS TO:

Canada Revenue Agency
Bid Receiving Unit
BRUg@cra-arc.gc.ca

Bids will not be accepted if emailed directly to this email address. This email address must be used to request that CRA open a Connect conversation, as detailed in Standard Instructions 2003. Bidders must not use their own licensing agreement for Connect to initiate a Connect conversation with CRA.

Bidders are hereby advised that the Bid Receiving Unit of CRA is available Monday to Friday inclusive, between the hours of 0830 and 1500 Eastern Standard Time (EST), excluding those days that the federal government observes as a holiday.



Due to the nature of this solicitation, electronic transmissions of a proposal by facsimile is not considered to be practical and therefore will not be accepted.

2.4 Communications - Solicitation Period SACC A0012T (2014-03-01)

All enquiries must be submitted to the Contracting Authority no later than 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 Applicable Laws SACC A9070T (2014-06-26)

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

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

2.6 Terms and Conditions

By submitting a bid, the Bidder hereby certifies compliance with and acceptance of all of the articles, clauses, terms and conditions contained or referenced in this Request for Proposal (RFP) and Statement of Work (SOW). Any modifications or conditional pricing by the Bidder, including deletions or additions to the articles, clauses, terms and conditions contained or referenced in this RFP and/or SOW will render the bid non-responsive and the bid will receive no further consideration.



Part 3 Proposal Preparation Instructions

3.1 Bid – Number of Copies CRA MODA0055T (2007-11-30)

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

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 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

The bid's financial section should be submitted as a separate electronic document from the other bid sections. Bidders must submit their financial bid in accordance with the format outlined in Appendix 3: Financial Proposal.

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

- a) As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number



City, Province, Territory / State

Postal Code / Zip Code

Country

- b) The Company Security Officer must ensure through the Contract Security Program that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

3.2 Bid Format and Numbering System CRA MODA0054T (2007-11-30)

Canada requests that bidders use a numbering system corresponding to that of the bid solicitation.



Part 4 Evaluation and Selection

4.1 General

A committee composed of representatives of CRA will evaluate the proposals on behalf of the Agency. The services of independent consultants may be called upon to assist in the evaluation of, or in the validation of, specific aspects of the solution proposed. CRA reserves the right to engage any independent consultant, or use any Government resources, which it deems necessary to evaluate any proposal.

Proposals will be evaluated in accordance with the evaluation criteria identified in Appendices 1 and 2 and in conjunction with the Statement of Work (SOW). Bidders are encouraged to address these criteria in sufficient depth in their proposals to permit a full evaluation of their proposals. The onus is on the Bidder to demonstrate that it meets the requirements specified in the solicitation.

Bidders are advised that only listing experience without providing any supporting information to describe where and how such experience was obtained will not be considered to be demonstrated for the purpose of the evaluation. The Bidder should not assume that the evaluation team is necessarily cognizant of or knowledgeable about the experience and capabilities of the Bidder or any of the proposed resource(s); as such, any relevant experience must be demonstrated in the Bidders' written proposal.

The evaluation team will determine first if there are two or more bids with a valid PSIB certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, then all bids received will be evaluated.

4.2 Steps in the Evaluation Process

The selection process to determine the successful Bidder will be carried out as follows:

Notwithstanding Steps 1 and 2 below, in order to expedite the evaluation process, CRA reserves the right to conduct Step 3 - Evaluation of Financial Proposals concurrently with Steps 1 and 2. Should CRA elect to conduct Step 3 prior to the completion of Step 2, the information in the Financial Proposal will not be disclosed to the team evaluating the mandatory and rated sections until the completion of Steps 1 and 2. However, if the Contracting Authority is able to ascertain that a proposal is non-responsive by virtue of incomplete information or an error in the financial proposal, the Contracting Authority will advise the team evaluating the mandatory



and rated sections that the proposal is not compliant and should no longer be considered. The concurrent evaluation of the financial proposal does not in any way construe compliance in Steps 1 and 2 despite the statement "All bids meeting the minimum thresholds in Step 2 will proceed to Step 3".

Bids will be ranked in accordance with the Selection Methodology.

Step 1 – Evaluation against Mandatory Criteria

All bids will be evaluated to determine if the mandatory requirements detailed in Appendix 1: Mandatory Criteria have been met. Only those bids meeting ALL mandatory requirements will then be evaluated in accordance with Step 2 below.

Step 2 – Evaluation against Point-Rated Criteria

All bids meeting the criteria from Step 1 will be evaluated and scored, in accordance with the point-rated criteria detailed in Appendix 2: Point-Rated Criteria, to determine the Bidder's Total Technical Merit Score. Bids will then be evaluated in accordance with Step 3 below.

Step 3 – Evaluation of Financial Proposals

Only technically compliant bids meeting all of the requirements detailed in Steps 1 and 2 will be considered at this point.

Prices submitted will be evaluated to determine the bid evaluation price as defined in Appendix 3: Financial Proposal. Once the bid evaluation prices are determined under Step 3, the proposals will proceed to Step 4.

Bidders must provide a price, percentage, or weight, as applicable, for each item identified in the format specified in Appendix 3: Financial Proposal. Ranges (e.g., \$10-\$13) are not acceptable.

Step 4 – Basis of Selection

SACC Manual Clause [A0027T](#) (2022-12-01), Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must
 - a) comply with all the requirements of the bid solicitation; and
 - b) meet all mandatory criteria.
2. Bids not meeting (a) or (b) will be declared non-responsive. Neither the responsive bid obtaining the highest technical score nor the one with the lowest total evaluated price



will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 65% for the technical merit and 35% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 65% (insert the percentage for technical merit).
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 35 %
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$



Combined Rating	83.84	75.56	80.89
Overall Rating	1st	3rd	2nd

In this example, Bidder 1 would be recommended for award of a contract as it has the highest combined weighted rating of Technical and Price Score.

The Bidder with the highest total combined rating in each Region will be considered to be the highest ranked responsive bid for that Region and, subject to meeting the conditions precedent to Contract award outlined in Step 5, will be recommended for award of the Contract.

Step 5 - Proof of Synergy 2.0 Compliance (PoSC)

The highest-ranked responsive Bidder(s) will undergo Proof of Synergy 2.0 Compliance testing (PoSC) prior to contract award, as described in section 5 of Annex D: Synergy 2.0 Solution. The CRA reserves the right to test the proposed solution in whole or in part against all of the PoSC test requirements set out in Annex D: Synergy 2.0 Solution.

Claims of future compliance with CRA's Synergy 2.0 requirements in software or hardware releases will not be considered.

Step 6 – Conditions Precedent to Contract Award

The Bidder(s) recommended for award of a Contract must meet the requirements provided in Part 5 "Certifications and Additional Information" and Part 6 "Security, Financial and Other Requirements" of this RFP.

Step 7 – Contract Entry

The Bidder(s) with the highest ranked responsive bid in each region and language; meeting all the requirements listed above will be recommended for award of a contract for that region and language.

In the event that a single Bidder is deemed the highest ranked responsive bid for both regions and both languages, the CRA will award one contract to this single Bidder for both regions and both languages in which they are the highest ranked responsive bidder.



Part 5 Certifications and Additional Information

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

The Certifications listed at 5.1 must be completed and submitted with the bid. Failure to submit the Certifications listed at 5.1 will render the bid non-responsive and the bid will receive no further consideration.

5.1 Certifications Required To Be Submitted At Time of Bid Closing

5.1.1 Joint Venture Certification

Only complete this certification if a joint venture is being proposed

The Bidder represents and warrants the following:

(a) The bidding entity is a contractual joint venture in accordance with the following definition. A "contractual joint venture" is an association of two or more parties who have entered into a written contract in which they have set out the terms under which they have agreed to combine their money, property, knowledge, skills, time or other resources in a joint business enterprise, sharing the profits and the losses and each having some degree of control over the enterprise.

(b) The name of the joint venture is: _____ (if applicable).

(c) The members of the contractual joint venture are (the Bidder is to add lines to accommodate the names of all members of the joint venture, as necessary):

(d) The Business Numbers (BN) of each member of the contractual joint venture are as follows (the Bidder is to add lines for additional BNs, as necessary):

(e) The effective date of formation of the joint venture is: _____



(f) Each member of the joint venture has appointed and granted full authority to _____ (the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the solicitation and any resulting contract.

(g) The joint venture is in effect as of the date of bid submission.

This Joint Venture Certification must be signed by each member of the joint venture.

The Joint Venture Certification shall be effective throughout the entire period of the Contract, including any exercised option period, if exercised.

The CRA has the right to request documentation from the Bidder evidencing the existence of the contractual joint venture.

Signature of an authorized representative of each member of the joint venture

(the Bidder is to add signatory lines as necessary):

_____	_____	_____	_____
Signature of Duly Authorized Representative	Name of Individual (Please Print)	Legal Name of Business Entity	Date

_____	_____	_____	_____
Signature of Duly Authorized Representative	Name of Individual (Please Print)	Legal Name of Business Entity	Date

5.1.2 Certification of requirements for the Conditional Set-aside for Indigenous Business

This procurement may be conditionally set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). If the certification below is not provided by the Bidder, the bid will be evaluated as being from a non-Indigenous business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Eligibility for Indigenous procurement set aside](#) and [Procurement information for Indigenous business owners](#).



A bidder who submits, **under this program**, a bid or proposal in response to a solicitation must complete and submit this certification.

1.

i) I, _____ (*Name of duly authorized representative of business*) hereby certify that _____ (*Name of business*) meets, and shall continue to meet throughout the duration of the contract, the requirements for this program as set out in "Requirements for bidders in the Set-Aside Program for Indigenous Business", which document I have read and understand.

ii) The aforementioned business agrees to ensure that any subcontractor it engages with respect to the contract shall, if required, satisfy the requirements set out in "Requirements for bidders in the Set-Aside Program for Indigenous Business."

iii) The aforementioned business agrees to provide to ISC, immediately upon request, information to substantiate a subcontractor's compliance with this program.

2. Please check the applicable box:

i) The aforementioned business is an Indigenous business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization, []

OR

ii) The aforementioned business is a joint venture between 2 or more Indigenous businesses or an Indigenous business and a non-Indigenous business. []

3. The aforementioned business agrees to immediately furnish to ISC, such evidence as may be requested by ISC from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of ISC, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by ISC with respect to the certification.

4. It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the program or failing to produce satisfactory evidence to ISC regarding the requirements of the program, may include:

- forfeiture of the bid deposit
- retention of the holdback
- disqualification of the business from participating in future contracts under the program
- termination of the contract

In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the program, ISC may engage another contractor to complete the



performance of the contract and any additional costs incurred by ISC shall, upon the request of ISC, be borne by the aforementioned business.

5. Date _____

Signature _____

Title (duly authorized representative of business) _____

For (name of business) _____

5.2 Certifications Precedent to Contract Award and Associated Information

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certification within the time frame provided will render the bid non responsive and the bid will receive no further consideration.

5.2.1 Integrity Provisions – Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.2.2 Employment Equity

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](#)" list available from [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

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

5.2.3 Former Public Servant CRA Mod A3025T 2014-06-26

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. 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.

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.

5.2.4 Vendor Reporting Information

The following information should be provided to enable CRA compliance with paragraph 221(1)(d) of the Income Tax Act, R.S.C. 1985, c.1 (5th Supp.) and report payments made to contractors under applicable services contracts (including contracts involving a mix of goods and services) on a T1204 Government Service Contract Payments slip.

For the purpose of this clause:

“Legal Name” means the name of the company, corporation or other entity constituted as a legal person under which this person exercises its rights and performs its obligations.



“Operating Name” means the name that is legally protected and used in the course of its business by a company, corporation or other entity legally constituted as a legal person, or by the individual.

The Bidder is requested to provide the following:

Legal Name: _____

Operating Name: _____

Address: _____

Payment/T1204 Address (if different) Payment address is same as above

City: _____

Province: _____

Postal Code: _____

Telephone: _____

Fax: _____

Type of Business (Select only one)

- Corporation
 Partnership
 Sole Proprietor
 Non-Profit Organization
 US or International Co.

All registered companies (excluding Non-Profit organizations and US or International companies) must provide their Goods and Services Tax (GST) or Business Number (BN). Additional details on how to obtain a BN can be found at: <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html>. If the services will be rendered by an individual, please provide the Social Insurance Number (SIN).



Goods and Services Tax (GST)

Number: _____

Business Number (BN): _____

If a SIN number is being provided, the information should be placed in a sealed envelope marked "Protected".

Social Insurance Number (SIN): _____

N/A Reason: _____

Note: If you select "N/A", then you must give a reason.

Date: _____

Name: _____

Signature: _____

(Signature of duly authorized representative of business)

Title: _____

(Title of duly authorized representative of business)

5.2.5 Certificate of Independent Bid Determination

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

Canada Revenue Agency

(Corporate Name of Recipient of this Submission)

for: **Virtual Language Training for Atlantic and Western Regions, 1000406454A**

(Name of Project and Solicitation Number)

in response to the call or request (hereinafter "call") for bids made by:

Canada Revenue Agency

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____

(Corporate Legal Name of Bidder or Tenderer [hereinafter "Bidder"])



that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a bid in response to this call for bids;
 - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. The Bidder discloses that **(check one of the following, as applicable)**:
 - (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. In particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) methods, factors or formulas used to calculate prices;
 - (c) the intention or decision to submit, or not to submit, a bid; or
 - (d) the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;
8. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. The terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the



official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Duly Authorized Agent of Bidder)

(Position Title)

(Date)



Part 6 Security, Financial and Other Requirements

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Model Contract;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Model Contract;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Model Contract;
 - (e) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.



Appendices

Appendix 1: Mandatory Criteria

Evaluation Procedures

Bids will be evaluated in accordance with the process outlined in Part 4 Evaluation and Selection and all the mandatory evaluation criteria detailed below. The Bidder must provide supporting documentation in its proposal as requested by CRA, in order to demonstrate that each technical mandatory requirement has been met. To assist with the evaluation process, it is preferred that the Bidder complete the table included below, to indicate where in its proposal the information can be located. Bids that fail to meet all mandatory requirements will be declared non-responsive and the bid will receive no further consideration.

a) Evaluation Procedures

Bids will be assessed in accordance with **ALL** technical mandatory evaluation criteria detailed below. Bids failing to adequately respond to **ALL** technical mandatory evaluation criteria will be considered non-responsive and will be given no further consideration.

b) Mandatory Technical Evaluation criteria

Bids will be evaluated in accordance with all the technical mandatory evaluation criteria detailed below. In order to demonstrate that each technical mandatory evaluation criteria has been met, the Bidder must provide supporting documentation in its proposal as requested by CRA.

The Bidder must demonstrate in its technical bid that the proposed resource has the required experience by explaining the responsibilities and work performed by the individual. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same as the criterion, will not be considered "demonstrated" for the purposes of the assessment. The Bidder should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained.

Upon request, CRA reserves the right to request reference information and contact information for each demonstrated experience that can validate the information provided for each criterion. Should discrepancies exist between the information submitted by the bidder and the



information provided by the client contacts or former employer, the information provided by the client contacts or former employer will take precedence.

MT1	Region of delivery
<p>The Bidder must clearly indicate for which language(s) and region(s) the Bidder is submitting a proposal.</p> <ol style="list-style-type: none"> 1) Region 1A: Atlantic Full-Time and Part-Time Group and Individual virtual training in English 2) Region 1B: Atlantic Full-Time and Part-Time Group and Individual virtual training in French 3) Region 2A: Western Full-Time and Part-Time Group and Individual virtual training in English 4) Region 2B: Western Full-Time and Part-Time Group and Individual virtual training in French <p><u>Instructions to Bidders:</u></p> <p>The Bidder must indicate for which language(s) and region(s) it is proposing to supply virtual language training services in accordance to the requirement listed in Annex A, Statement of Work. Bidder can bid on one region and one language or on all regions and all languages.</p> <p>The regions identified in section 5.1, Regional information of Annex A, Statement of Work are:</p> <p>Region 1: Atlantic</p> <p>This region comprises the province of New Brunswick, Prince Edward Island, Nova Scotia, and Newfoundland and Labrador.</p> <p>Region 2: Western</p> <p>This region comprises the province of British Columbia, Alberta, Saskatchewan, and Manitoba.</p>	
MT2	Bidder's Contractor Representative experience
<p>The Bidder must propose a minimum of one Contractor Representative who will be the main point of contact for the Canada Revenue Agency (CRA) for contract-related matters. The Bidder's proposed Contractor Representative must have a minimum of five years experience in the language training industry managing the provision of language training services "similar in scope" to the Statement of Work as detailed in Annex A.</p> <p>At a minimum, managing the provision of language training services must have included the following services:</p> <ol style="list-style-type: none"> a) Managing the delivery of full-time language training to group and/or individual; b) Managing the delivery of part-time language training to group and/or individual; c) Monitoring and reporting of the language training program administered; and d) Coordination and administration of language training. 	

**Instructions to Bidders:**

The Bidder must propose a minimum of one Contractor Representative for each language and region for which the Bidder is submitting a proposal.

Region 1 Atlantic:

One Contractor Representative (Bilingual)

OR

One Contractor Representative (English); and
One Contractor Representative (French)

Region 2 Western

One Contractor Representative (Bilingual)

OR

One Contractor Representative (English); and
One Contractor Representative (French)

Note: If the Bidder is submitting a proposal for both regions, the proposed Contractor Representative can be the same for both regions and languages. If the Bidder is submitting a proposal for one region and one language, the proposed Contractor Representative must be bilingual or the Bidder can propose one Contractor Representative in English and one Contractor Representative in French.

The Bidder must demonstrate compliance by providing the following:

1) For each region(s) for which the Bidder is submitting a proposal, the Bidder must provide:

a) The name of each individual, the region and language, for which the resource is being proposed as the Contractor's Representative.

AND

2) For each individual being proposed as the Contractor's Representative the Bidder must provide a Curriculum Vitae (CV) and the following:

- i. The name of the former employer(s) and/or client organization(s) with whom the experience was gained;
- ii. Provision of services dates (month/year to month/year); and
- iii. Description clearly outlining the language training services managed in (a), (b), (c) and (d) .



MT3	Bidder's proposed Pedagogical Advisor
	<p>The Bidder must propose a minimum of one Pedagogical Advisor for each region for which the Bidder is submitting a proposal as follows:</p> <p>Region 1 Atlantic:</p> <p>One Pedagogical Advisor for full-time and part-time language virtual training (Bilingual)</p> <p>OR</p> <p>One Pedagogical Advisor for full-time and part-time language virtual training (English); and One Pedagogical Advisor for full-time and part-time language virtual training (French)</p> <p>Region 2 Western</p> <p>One Pedagogical Advisor for full-time and part-time language virtual training (Bilingual)</p> <p>OR</p> <p>One Pedagogical Advisor for full-time and part-time language virtual training (English); and One Pedagogical Advisor for full-time and part-time language virtual training (French)</p> <p>If the Bidder is submitting a proposal for one region and both languages, the bidder must propose a Pedagogical Advisor for the region according to the above requirement. If the Bidder is submitting a proposal for more than one region, the proposed Pedagogical Advisor(s) must be specific to each region. For example, the Bidder must not propose the same Pedagogical Advisor(s) for language training for the Atlantic and Western – they must be two separate Pedagogical Advisors.</p> <p><u>Instructions to Bidders:</u> The Bidder must demonstrate compliance by providing for each region for which they are submitting a proposal:</p> <p>The name of each individual, the language and region for which the resource is being proposed as the Pedagogical Advisor.</p>
MT4	Pedagogical Advisors' Education
	<p>The Bidder must demonstrate that each proposed Pedagogical Advisor in MT3, for each region, has at least the following education:</p>



- a) Must have a Bachelor’s degree from a recognized Canadian university listed in Attachment 9 to Annex A – List of Accepted Bachelor’s Degrees and Certificates, section 1.0 Bachelor’s Degrees

OR

- b) Must have a Bachelor’s degree from a recognized Canadian university that is not on the list of accepted Bachelor’s Degrees Attachment 9 to Annex A – List Accepted Bachelor’s Degrees and Certificates section 1.0 Bachelor’s Degrees;

AND

Must have a certificate from recognized Canadian institution listed in Attachment 9 to Annex A: List Accepted Bachelor’s Degrees and Certificates, section 2.0 Certificates.

Instructions to Bidders:

The Bidder must demonstrate compliance by providing the following:

For each proposed Pedagogical Advisor in MT3, the Bidder must submit with its proposal a copy of the original degree of the proposed resource. In case where the propose resource demonstrates compliance with (b) above the Bidder must submit with its proposal a copy of the original degree and certificate of the propose resource.

If the Bidder does not provide a copy of the original degree with its bid at bid closing date, the Contracting Authority will allow two business days from the request date by email to produce the document. Failure to produce the document requested within the prescribed deadline will result in the proposal declared non-responsive and no further consideration will be given to the proposal.

In cases where the degree was obtained from an institution outside Canada, only an equivalency certificate from an accredited institution recognizing the credentials as Canadian equivalences will be accepted. These institutions include the credential assessment services of the federal or provincial governments and the International Credential Assessment Service of Canada, as well as others recognized as credential assessment services for comparing degrees and diplomas to Canadian standards and identified on the Canadian Information Centre for International Credentials Web site:

https://www.cicic.ca/927/identify_the_organization_responsible_for_recognition.canada

MT5	Pedagogical Advisor’s Experience
<p>a) The Bidder must demonstrate that each proposed Pedagogical Advisor in MT3, for each region, has at least 1,200 hours of experience since January 2013 supervising at least two language</p>	



training teaching resources while delivering full-time and/or part-time English or French as a second language courses to adults, on an individual or group basis.

AND

b) At least 3,600 hours of teaching experience since January 2013 delivering full-time or part-time training for English or French as a second language courses to adults, on an individual or group basis using one or more of the following training programs (see **Attachment 001 to Technical Criteria – Programs definitions**).

- i. Programme de français langue seconde (PFL₂) A, B or C :
<https://publications.gc.ca/site/eng/search/LanguageLearningProductsCatalogueAB.html>
- ii. Communicative English at Work Program (CEWP):
<https://publications.gc.ca/site/fra/9.650788/publication.html>
- iii. a program used by a recognized Canadian post-secondary institution:
<https://www.canada.ca/en/employment-social-development/programs/designated-schools.html>.
- iv. any other English or French as a second language adult education program.

OR

c) At least 8,400 hours of teaching experience since January 2003 delivering full-time or part-time training for English or French as a second language courses to adults, on an individuals or group basis using one or more of the training programs (i.), (ii.), (iii.), or (iv.) mentioned above (see **Attachment 001 to Technical Criteria – Programs definitions**).

Note: see **Attachment 002 to Technical Criteria – Training modality definitions**.

Instructions to Bidders:

The Bidder must demonstrate compliance by providing the following:

For mandatory criterions MT5 a), b) and c), for each proposed Pedagogical Advisor in MT3, the Bidder must provide a curriculum vitae (CV) and the following:

- a) The name of the former employer(s) and/or client organization(s) with whom the experience was obtained for supervision for MT5 a) and teaching for MT5 b) or c);
- b) The number of hours for each period during which the experience was obtained for supervision for MT5 a) and teaching for MT5 b) or c);
- c) Start and end dates from (month/year to month/year) for each supervising experience demonstrated in MT5 a) and teaching experience demonstrated in MT5 b) or c);
- d) For MT5 a) only, the number of resources supervised at the same time and who have taught full-time or part-time for each year of experience demonstrated; and



e) Language(s) taught by the teaching resources demonstrated in MT5 a) and language(s) taught and modality of training (full-time or part-time) demonstrated in MT5 b) or c).



Appendix 2: Point Rated Criteria

Technical bids will be assessed separately against the evaluation criteria identified below.

Point-rated criteria not addressed in the bid will result in a score of zero being assigned against that particular criterion.

POINT RATED TECHNICAL CRITERIA

Bids which meet the Technical Mandatory criteria in Appendix 1, Mandatory Criteria will be evaluated and scored as specified in the table below. Point-rated criteria not addressed in the bid will result in a score of zero being assigned against that particular criterion.

If more than one resource is proposed, resources will be rated individually for their experience. An average will be obtained by dividing the total score, for each criterion, by the number of resources.

Upon request, CRA reserves the right to request reference information and contact information for each project or experience that can validate the information provided for each criterion. Should discrepancies exist between the information submitted by the bidder and the information provided by the client contacts, the information provided by the client contacts will take precedence.

For point-rated criterion PR4 a maximum of 56 points will be awarded to Bidders. For example, Bidders may score points for PR4(a), PR4 (b) OR PR4 (c) but not all three of them.

Point Rated Criteria No.	Evaluation Subject	Points Available
PR1	Bidder's approach to preparation of teaching resources	20 points
PR2	Bidder's language training program	50 points
PR3 (a)	Bidder's number of years of experience in the delivery of language training using one or more Canada School of Public Service (CSPS) or any other language programs.	26 points
PR3 (b)	Bidder's number of years of experience in the delivery of language training for full-time and/or part time in groups and/or individually.	24 points
PR4 (a)	Pedagogical advisor(s) experience in the supervision of language training courses.	56 points
	OR	
PR4 (b)	Pedagogical advisor(s) experience over the mandatory 3,600 hours of teaching since January 2013.	



	OR	
PR4 (c)	Pedagogical advisor(s) experience over the mandatory 8,400 hours of teaching since January 2003.	
PR5	Human Resource Management Plan	45 points
PR6	Placement test	16 points
PR7	Complaint Resolution	16 points
Maximum Total Available Points		253 points



Point Rated Criteria no.	Description	Available Points	Maximum Points and Scoring
PR1	Bidder's approach	20 points	
	<p>The Bidder should provide a description of its approach regarding the preparation of teaching resources, prior to the delivery of virtual training sessions. The Bidder's approach to preparation should also address logistics and preparation for virtual training.</p>		<p>Up to 20 points will be awarded for the Bidder's approach regarding teaching resource preparation, logistics and preparation for virtual training based on the following factors:</p> <p>a) Approach to understanding of course objectives, content and structure and how these relate to the specific context of the CRA: 10 points</p> <p>b) Preparation for Virtual Training that includes but not limited to develop course outlines, course planning and lesson preparation: 10 points</p>
PR2	Bidder's language training program	50 points	
	<p>If the Bidder decides to administer their own language training program in collaboration with the curriculum provided in the Attachment 6 to Annex A – Language Training Curriculum; the Bidder should demonstrate how the program meets the following criteria:</p> <p>a) Takes a communicative, task oriented approach to learning a second language and covers the main elements of language and communication including:</p> <ul style="list-style-type: none"> ○ Language functions; 		<p>Up to 50 points will be awarded for the Bidder's language training program. The points will be distributed based on each element the Bidder's is able to demonstrate their program addresses.</p> <p>Points will be awarded as follow:</p> <p>One of the listed elements: 10 points</p> <p>Two of the listed elements: 20 points</p> <p>Three of the listed elements: 30 points</p> <p>Four of the listed elements: 40 points</p>



	<ul style="list-style-type: none"> ○ Listening; ○ Vocabulary; ○ Grammar; ○ Phonology; ○ Communication strategies; ○ Writing expression; ○ Oral and Reading comprehension; ○ Learning a second language strategies. <p>b) Contains learning objectives for all 3 competencies: reading comprehension, writing expression, oral proficiency.</p> <p>c) Content supports the learning objectives and will enable the learner to reach the desired performance for the target level (visuals, audio, examples to clarify content or highlighted a concept and links to relevant reference material).</p> <p>d) Content of product is organized and is broken down into units (will vary depending on the amount of content).</p> <ul style="list-style-type: none"> ○ Content has a logical flow and follows work processes. ○ Content is organized in a sequence appropriate to the product (e.g. simple to complex, 	<p>All Five of listed elements: 50 points</p> <p>If the Bidder’s Language training program does not address any of the elements in (a), (b), (c), (d), or (e) in the Bidder’s proposal the Bidder will receive 0 points.</p>
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	<p>concrete to abstract).</p> <p>e) Includes exercises that measure the attainment of the learning objective(s).</p> <ul style="list-style-type: none"> ○ Exercises that help learners achieve the learning objective. ○ Exercises are sufficient in variety and number to reinforce the new knowledge, concepts and skills. 		
PR3	Bidder's experience	50 points	
A)	<p>The Bidder's number of years of experience since January 2013 in delivering language training services to adults in English or French as a second language using one or more CSPA programs or any other language training program.</p> <p>Note: see Attachment 002 to Technical Criteria – Training modality definitions.</p> <p><u>Instructions to Bidders:</u> The proposal should include at least the following information:</p> <p>a) the name of the former employer(s) and/or client organization(s) with whom the experience was gained; b) the number of years of experience in language training for adults;</p>	<p>26 points</p>	<p><u>A.1) Number of years of experience:</u></p> <p>2 points per year of experience since January 2013 in delivering language training services to adults in English or French as a second language.</p> <p>Maximum points: 20 points</p> <p><u>A.2) Language training program(s) used while delivering language training services to adults in (a) above:</u></p> <p>The Bidder's language training program* in accordance to PR2 above: 6 points PFL2 A and B and/or PFL2 C and/or CEWP:4 points</p>



	<p>c) the start and end dates of the training services delivered for each year, from [month/year] to [month/year];</p> <p>d) the number of hours of teaching for each year identified in b);</p> <p>e) description of the language training *program(s) used; and</p> <p>f) the language taught.</p> <p>Note: see Attachment 001 to Technical Criteria – Programs definitions.</p> <p><u>Bidder’s language training program</u></p> <p>*If the program is one used by a recognized Canadian post-secondary institution, the Bidder must indicate the institution’s name.</p> <p>If the bidder is using their own language training program it must meet all the criteria listed in PR2.</p> <p>Joint venture: If the proposal is submitted by a joint venture, the members of the joint venture cannot pool their capacities to satisfy PR3 (A). The Bidder must indicate which member of the joint venture meets this criterion to be awarded points.</p> <p>Canada reserves the right to request references to confirm the validity of the information provided.</p>	<p>A program used by a recognized Canadian post-secondary institution:</p> <p>3 points</p> <p>Any other adult English or French language learning program: 2 point</p> <p>Maximum points: 6 points</p> <p>If the Bidder has demonstrated that it has experience with more than one training program in response to b), points will be awarded for the program earning the highest number of points but not for a combination of programs.</p>
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<p>B)</p>	<p>The Bidder’s number of years of experience since January 2013 in delivering language training in English or French as a second language to:</p> <p>a) learners in groups of at least three on a full-time basis. b) learners in groups of at least three on a part-time basis. c) learners individually on a full-time basis. d) learners individually on a part-time basis.</p> <p>Note: see Attachment 002 to Technical Criteria – Training modality definitions.</p> <p><u>Instructions to bidders:</u></p> <p>The proposal should include at least the following information:</p> <p>i) The name of the former employer(s) and/or client organization(s) with whom the experience was gained; ii) Start and end dates for each of a), b), c) and d) from [month/year] to [month/year]; iii) the number of teaching hours per week for each year of experience listed; iv) the number of learners in each group for a) and b); and v) the language taught</p>	<p>24 points</p>	<p>1 point per year of experience that meets PR3B a), to a maximum of 6 points 1 point per year of experience that meets PR3B b), to a maximum of 6 points 1 point per year of experience that meets PR3B c), to a maximum of 6 points 1 point per year of experience that meets PR3B d), to a maximum of 6 points</p> <p>Maximum points: 24 points</p>
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	<p>Joint venture: If the proposal is submitted by a joint venture, the members of the joint venture cannot pool their capacities to satisfy PR3 (b). The Bidder must indicate which member of the joint venture meets this criterion to be awarded points.</p> <p>CRA reserves the right to request references to confirm the validity of the information provided.</p> <p>The Bidder can use the same examples for PR3 (a) and PR3 (b) as long as the Bidder demonstrates the required information for each criterion.</p>		
PR4	Pedagogical advisor(s) experience (A or B or C)	56 points	
	For criterion PR4 (A), PR4 (B) and PR4 (C), only the pedagogical advisor(s) proposed under Mandatory Criterion MT3 will be considered for evaluation under this point rated criterion. No other pedagogical advisor(s) will be taken into consideration under this criterion.		Each Pedagogical Advisor will be evaluated separately. The score for this criterion will be obtained by adding together the individual scores obtained for each region for which the bidder is submitting a bid and dividing the total score by the number of all proposed Pedagogical Advisors for the region.
A)	<p>Pedagogical advisor(s) experience in the supervision of language training courses</p> <p>Since January 2013, the Bidder's proposed pedagogical advisor(s) under MT3 has gained experience in the supervision of a group of</p>		<p>A.1) Number of courses supervised since January 2013 that meet criterion PR4A</p> <p>2 points per:</p> <ul style="list-style-type: none"> - group full-time class - individual full-time class - group part-time class



	<p>two teaching resources while conducting full-time or part-time, group or individual language training for adults in English and/or French as a second language, using one or more CSPS programs or any other language training program in English and/or in French as a second language.</p> <p>Refer to Attachment 001 to Technical Criteria – Programs definitions for the definitions of CSPS and its programs.</p> <p>Note: see Attachment 002 to Technical Criteria – Training modality definitions.</p> <p><u>Instructions to Bidders:</u></p> <p>The proposal should include at least the following information for each proposed pedagogical advisor:</p> <ul style="list-style-type: none"> a) The name of the former employer(s) and/or client organization(s) with whom the experience was gained; b) the mode, that is, group course, including the number of learners per group, or individual course and on a full-time or part-time basis; c) the duration (number of weeks) and the number of hours per week; 	<p>- individual part-time class to a maximum of 28 points</p> <p>A.2) Type of Language training program(s) supervised</p> <p>The Bidder’s language training program* in accordance to PR2: 28 points</p> <p>PFL2 A and B and/or PFL2 C and/or CEWP: 20 points</p> <p>A program used by a recognized Canadian post-secondary institution 15 points</p> <p>Any other adult English or French language learning program: 10 points</p> <p>If the Bidder has demonstrated that it has experience with more than one training program in response to B), points will be awarded for the program earning the highest number of points but not for a combination of programs.</p> <p>Maximum Points for PR4(A) = 56 points</p>
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	<p>d) the course start and end dates, i.e. from [month/year] to [month/year]; e) the language taught; and f) the name of the *program used.</p> <p><u>Bidder's language training program</u> *If the program is one used by a recognized Canadian post-secondary institution, the Bidder must indicate the institution's name. If the bidder is using their own language training program it must meet all the criteria listed in PR2.</p> <p>The Bidder can use the same examples for MT5 and PR3 (a), PR3 (b) or PR3 (C) as long as the Bidder demonstrates the required information for each criterion.</p>		
OR			
<p>b)</p>	<p>Pedagogical advisor(s) experience over the mandatory 3,600 hours of teaching since January 2013 in MT5 (a)</p> <p>The proposed Pedagogical Advisor is an experienced teacher with more than 3,600 hours of teaching since January 2013 delivering full-time or part-time training for English or French as a second language courses to adults, on an individual or group basis using one or more of the CSP programs or any other language training program.</p>		<p>B.1) Additional number of hours taught over the 3,600 since January 2013 in MT5 (a) that meet criterion PR4 (b): 3,601 to 5,400 hours: 11 points 5,401 to 7,200 hours: 17 points 7,201 to 9,000 hours: 23 points 9,001 hours or more: 28 points</p> <p>To a maximum of 28 points.</p> <p>B.2 Language training program(s) used The Bidder's language training program* in accordance to PR2: 28 points</p>



	<p>Refer to Attachment 001 to Technical Criteria – Programs definitions for the definitions of CSPS and its programs.</p> <p>Note: see Attachment 002 to Technical Criteria – Training modality definitions.</p> <p><u>Instructions to Bidders:</u></p> <p>The proposal should include at least the following information for each proposed pedagogical advisor:</p> <ul style="list-style-type: none"> a) The name of the former employer(s) and/or client organization(s) with whom the experience was gained; b) the mode, that is, group course, including the number of learners per group, or individual course on a full-time or part-time basis; c) the duration (number of weeks) and the number of hours per week; d) the course start and end dates, i.e. from [month/year] to [month/year]; e) the language taught; and f) the name of the *program used. <p><u>Bidder’s language training program</u></p> <p>*If the program is one used by a recognized Canadian post-secondary institution, the Bidder</p>	<p>PFL2 A and B and/or PFL2 C and/or CEWP: 20 points</p> <p>A program used by a recognized Canadian post-secondary institution 15 points</p> <p>Any other adult English or French language learning program: 10 points</p> <p>If the Bidder has demonstrated that it has experience with more than one training program in response to B), points will be awarded for the program earning the highest number of points but not for a combination of programs. Maximum Points for PR4(B) = 56 points</p>
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	<p>must indicate the institution's name. If the bidder is using their own language training program it must meet all the criteria listed in PR2.</p> <p>The Bidder can use the same examples for MT5 and PR3 (a), PR3 (b) or PR (C) as long as the Bidder demonstrates the required information for each criterion.</p>		
	OR		
C)	<p>Pedagogical advisor(s) experience over the mandatory 8,400 hours of teaching since January 2003 in MT5 (b).</p> <p>The proposed Pedagogical Advisor is an experienced teacher with more than 8,400 hours of teaching since January 2003 delivering full-time or part-time training for English or French as a second language courses to adults, on an individual or group basis using one or more of the CSPS* programs or any other language training program.</p> <p>Refer to Attachment 001 to Technical Criteria – Programs definitions for the definitions of CSPS and its programs.</p> <p>Note: see Attachment 002 to Technical Criteria – Training modality definitions.</p> <p><u>Instructions to Bidders:</u></p>		<p>C.1) Additional number of hours taught over the 8,400 since January 2003 in MT5 (c) that meet criterion PR4 (c): 8,401 to 10,200 hours: 11 points 10,201 to 12,000 hours: 17 points 12,001 to 13,800 hours: 23 points 13,801 hours or more: 28 points</p> <p>To a maximum of 28 points.</p> <p>C.2) Language training program(s) used The Bidder's language training program* in accordance to PR2: 28 points PFL2 A and B and/or PFL2 C and/or CEWP: 20 points A program used by a recognized Canadian post-secondary institution 15 points Any other adult English or French language learning program: 10 points</p>



	<p>The proposal should include at least the following information for each proposed pedagogical advisor:</p> <ul style="list-style-type: none"> a) The name of the former employer(s) and/or client organization(s) with whom the experience was gained; b) the mode, that is, group course, including the number of learners per group, or individual course on a full-time or part-time basis; c) the duration (number of weeks) and the number of hours per week; d) the course start and end dates, i.e. from [month/year] to [month/year]; e) the language taught; and f) the name of the *program used. <p><u>Bidder's language training program</u></p> <p>*If the program is one used by a recognized Canadian post-secondary institution, the Bidder must indicate the institution's name. If the bidder is using their own language training program it must meet all the criteria listed in PR2.</p> <p>The Bidder can use the same examples for MT5 and PR3 (a), PR3 (b) or PR3 (C) as long as the Bidder demonstrates the required information for each criterion.</p>	<p>If the Bidder has demonstrated that it has experience with more than one training program in response to b), points will be awarded for the program earning the highest number of points but not for a combination of programs.</p> <p>Maximum Points for PR4(C) = 56 points</p>
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PR5	Human Resource Management Plan	45 points	
	<p>The Bidder must provide a detailed human resources (HR) management plan for Pedagogical Advisors and teaching resources and how it relates to the specific context of the CRA.</p> <p>The HR management plan should include at least the following information for this criterion:</p> <ul style="list-style-type: none"> a) A hiring plan including as a minimum, any selection criteria to be used and an explanation of the Bidder's hiring process; b) A professional development plan including the Bidder's current training procedure employed to ensure training and professional development for its teaching resources and Pedagogical Advisors; c) A plan of supervision of teaching resources including the Bidder's process of teaching evaluation, the process of follow-up to the training of teaching resources and the process of supervision of teaching resources by the pedagogical advisor. 		<p>If the Bidder's HR management does not address any of the elements in (a), (b) or (c) in the Bidder's proposal the Bidder will receive 0 points.</p> <p>Points will be awarded as follow: One of the listed elements: 15 points Two of the listed elements: 25 points All three of the listed elements: 45 points</p>
PR6	Placement test	16 points	



	For part-time language training the Bidder will be required to administer placement tests as per section 5.2.3 Placement Tests of Annex A: Statement of Work.		<p>The Bidder will receive points if the placement test is administered online or via email as follows:</p> <p>16 points if the Bidder administers the placement test online.</p> <p>14 points if the Bidder administers the placement test via email.</p>
PR7	Complaint resolution	16 points	
	<p>The Bidder should describe its complaint resolution process indicating mechanisms and procedures to receive and address complaints from either a CRA Client or the representative of the CRA client organization. The Bidder should provide their complaint resolution policy, directive or guidelines which may include, but is not limited to the following elements:</p> <ul style="list-style-type: none"> a) Complaint follow-up process. b) Identification of a specific group or team unit mandated with complaint resolution. c) Identification of levels within Bidder’s organization tasked to address/resolve complaints. d) Options for resolution (examples). e) Reports documenting complaints and resolutions. f) Measures to address complaints (including additional training for teaching resources). g) Disciplinary process. 		<p>If the Bidder’s complaint resolution policy, directive or guidelines is not addressed in the Bidder’s proposal the Bidder will receive 0 points.</p> <p>The Bidder should describe their complaint resolution policy, directive or guidelines for each listed element a) to g) to be awarded points.</p> <p>Points will be awarded as follow:</p> <p>One of the listed elements: 2 points</p> <p>Two of the listed elements: 4 points</p> <p>Three of the listed elements: 6 points</p> <p>Four of the listed elements: 8 points</p> <p>Five of the listed elements: 10 points</p> <p>Six of the listed elements: 12 points</p> <p>Seven of the listed elements: 14 points</p>



			Any additional relevant elements not listed under this criterion of the listed elements: additional 2 points
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**Attachment 001 to Technical Criteria – Programs definitions :**

- i. Programme de français langue seconde (PFL2) A, B or C: Programme de français langue seconde is a communication-based training program, developed by the CSPS, focusing on French in the workplace. This program has been used for teaching French as a second language at the beginner and intermediate levels (levels A and B) and at the advanced level (level C):
<https://publications.gc.ca/site/eng/search/LanguageLearningProductsCatalogueAB.html>
- ii. Communicative English at Work Program (CEWP): Communicative English at Work Program is a communication-based program focusing on English in the workplace. It was developed by the Canada School of Public Service (CSPS) and is used to teach English as a second language at the beginner and intermediate levels (levels A and B) and at the advanced level (level C):
<https://publications.gc.ca/site/fra/9.650788/publication.html>
- iii. a program used by a recognized Canadian post-secondary institution:
<https://www.canada.ca/en/employment-social-development/programs/designated-schools.html>.
- iv. any other English or French as a second language adult education program.

Canada School of Public Service (CSPS):

- i. The programs are PFL2 A and B or PFL2 C or CEWP.
- ii. Program Recognized Canadian post-secondary institution:
- iii. If the program is one used by a recognized Canadian post-secondary institution, the Bidder must indicate the institution's name: <https://www.canada.ca/en/employment-social-development/programs/designated-schools.html>

Attachment 002 to Technical Criteria – Training modality definitions:

For evaluation purposes, one full-time course is equivalent to a minimum of 12 consecutive weeks and a minimum of 30 hours per week within a calendar year.

For evaluation purposes, one year of experience in part-time training is the equivalent to a minimum of 3 hours per week and less than 30 hours per week, over a period of at least 12 consecutive weeks within a calendar year.



For evaluation purposes only, one year of experience is equivalent to at least 1,200 hours over a maximum period of 12 months for teaching groups and/or individuals learners.



Appendix 3: Financial Proposal

The Bidder must submit their financial bid in accordance with the attached MS Excel spreadsheet titled "Attachment 1 of Appendix 3_Financial Proposal" in the cell(s) highlighted in red ONLY.

For each region and for each language for which the Bidder submits a proposal, the Bidder must populate the corresponding tables in the MS Excel spreadsheet titled "Attachment 1 of Appendix 3_Financial Proposal". For example, if the Bidder submits a proposal for the Western region to provide language training services in English only, then the Bidder must complete the red cells in Table 1A only. If the Bidder submits a proposal for the two regions and two languages, then the Bidder must complete the red cells in Table 1 A and B and Table 2A and B, and so on.

Each region and language will be evaluated separately.

Bidders must submit their firm all-inclusive hourly price(s) and firm all-inclusive price per test in Canadian Funds, applicable taxes excluded, for the provision of the services outlined in Annex A: Statement of Work.

The bid total evaluated price will be calculated by region and language by summing the Total Evaluation Price for contract year 1 and 2 and Option year 1 to 3 (i.e. there will be a unique bid total evaluated price for English language training as well as French language training in each Region).

If the Bidder adds conditions or makes changes to the pricing schedule, the Bidder's proposal will be declared non-responsive.

The prices specified, when quoted by the Bidder, must include all the costs incurred to deliver English and French virtual language training services for the region as described in Annex A - Statement of Work. These costs include, but are not limited to the work of the teaching resources and the Pedagogical Advisors and resources replacements, recruitment and training of resources, work related to learners registration, creation of group for group courses, preparation and supply of deliverables, acquisition and creation of training material for all teachers and students, MS Teams licences, all expenses related to the means of communication for the delivery of services such as long distance charges for telephone tutoring, internet access, equipment for teaching resources and Pedagogical Advisors to deliver services, all meetings with the CRA Project Authority, the production of all reports and learners assessments and all other administrative costs incurred to deliver services. Additionally, the Bidder's firm all-inclusive price must include all costs associated with the purchase of an Ariba Network (AN) membership for the period of the contract, including any option period if



exercised, and all operational costs to meet the requirements as per described in Annex D:
Synergy 2.0 Solution.



Part 7 - Model Contract

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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

7.1 Revision of Departmental Name

Reference to the Minister of Public Works and Government Services or to Public Works and Government Services Canada contained in any term, condition or clause of the contract shall be interpreted as a reference to the Commissioner of Revenue or the Canada Revenue Agency, as the case may be, with the exception of the following clauses:

- a) Standard Clauses and Conditions; and
- b) Security Requirements.

7.2 Agency Restructuring

In cases where the Contracting Authority's department or agency is being reconfigured, absorbed by another government department or agency, or disbanded entirely, the Commissioner may, by giving notice to the Contractor, designate another Contracting Authority for all or part of the Contract.

7.3 Requirement

The Contractor must perform the Work in accordance with the Statement of Work (SOW) at Annex A, attached hereto and forming part of the Contract

7.3.1 Period of Contract

The period of the Contract is from *(to be inserted at contract award)* to *(to be inserted at contract award)* inclusive.

7.3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three additional one year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.



The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. The Contracting Authority may exercise an option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.3.3 Option to Add or Remove Products, Services and Locations

The CRA reserves the right to add, remove or modify products, services, or delivery locations due to a change in legislation, policy, or program requirements.

Prices for additional or modified products or services or additional delivery locations will be negotiated when exercising this option.

The option to add, remove or modify products, services or delivery locations may only be exercised by the Contracting Authority and will be evidenced through a contract amendment.

7.4 CRA e-Procurement Solution

The Canada Revenue Agency (CRA) will use an e-procurement solution to order, receive and reconcile goods and services, and the Contractor will accept orders through this solution. This e-procurement system is based on the Ariba suite of products and has been branded internally as Synergy 2.0. The solution is described at Annex D: Synergy 2.0 Solution.

7.4.1 Synergy 2.0 Modifications or Transition To Government of Canada e-Procurement Solution (EPS)

At its sole discretion, the CRA reserves the right to amend the Synergy 2.0 requirements and transition to:

- a) a modified Synergy 2.0 solution; and
- b) a new Government of Canada e-procurement solution.

The CRA reserves the right, at its sole discretion, to make the use of either solution mandatory.

The CRA will provide the Contractor with at least a three-month notice to allow for any measures necessary for the integration of the Contract into a modified Synergy 2.0 solution and the EPS (as applicable). The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.



7.5 Standard Clauses and Conditions SACC A0000C (2012-07-16)

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

The following Clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A2000C Or A2001C	Foreign Nationals (Canadian Contractor) Foreign Nationals (Foreign Contractor) <i>(To be determined and to be deleted at contract award if not applicable)</i>	2006-06-16 2006-06-16
A9113C	Handling of Personal Information	2014-11-27
A9117C	T1204 – Direct Request by Customer Department	2007-11-30
C0711C	Time Verification	2008-05-12
C2000C	Taxes-Foreign-based Contractor <i>(To be deleted at contract award if not applicable)</i>	2007-11-30
C2605C	Canadian Customs Duties & Sales Tax –Foreign-based Contractor <i>(To be deleted at contract award if not applicable)</i>	2008-05-12
G1005C	Insurance	2008-05-12
H1001C	Multiple Payments	2008-05-12

7.6 General Conditions

2035 (2022-05-12) General Conditions – Higher Complexity - Services, apply to and form part of the Contract.

Section 01 titled “Interpretation” the definition of "Canada", "Crown", "Her Majesty" or "the Government" is hereby amended to read: "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Commissioner of the Canada Revenue Agency (CRA) and any other person duly authorized to act on behalf of the Commissioner.

Section 02 titled “Standard clauses and conditions” is hereby amended to delete the phrase “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c. 16,” The remainder of Section 02 remains unchanged.



Section 22 titled “Confidentiality”,

Subsection 5 is hereby amended to delete “Public Works and Government Services (PWGSC)” and insert “Canada Revenue Agency (CRA)”.

Subsection 6 is hereby amended to delete “PWGSC Industrial Security Manual and its supplements”, and insert “Security Requirements for the Protection of Sensitive Information” issued by the CRA, Security Branch.

The remainder of Section 22 remains unchanged.

Section 30 titled “Termination for convenience” subsection 2.b is hereby amended to delete “in accordance with the profit provisions found in PWGSC Supply Manual section 10.65 Calculation of profit on negotiated contracts,”.

Section 41 titled “Integrity provisions - contract” is hereby deleted in its entirety and replaced with:

The Supplier Integrity Directive (SID) incorporated by reference into the bid solicitation is incorporated into, and forms a binding part of the Contract. The Contractor must comply with the provisions of the SID, which can be found on the Canada Revenue Agency’s website at <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html>.

Section 45 titled “Code of Conduct for Procurement - contract” is hereby deleted in its entirety.

7.7 Disclosure of Information

The Contractor agrees to the disclosure of its contract unit prices by CRA to its employees, agents and servants through its internal e-procurement solution, and further agrees that it shall have no right to claim against CRA, the Minister, their employees, agents or servants, or any of them, in relation to such disclosure.

7.8 Security Requirements

The following security requirement (SRCL and related clauses) applies and forms part of the Contract.

Security Requirements – Canadian Contractors - Document Safeguarding and/or Production Capabilities – with Computer Systems



- a) The Contractor personnel requiring access to Protected information, assets or sensitive work site(s) must each hold a valid Reliability screening, granted by the Security Branch of the Canada Revenue Agency (CRA) or the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC).
- b) The Contractor must not remove any Protected information or assets from the identified and approved work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- c) Processing of material only at the Protected B level is permitted under the Contract. The work must be done either on a separate stand-alone computer system at the Contractor's site or on a restricted directory that is only accessible to Contractor personnel who have the need-to-know for the performance of the Contract.
- d) Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
- e) The Contractor must comply with the provisions of the:
 - i. Security Requirement Check List (SRCL), attached as Annex C, including Attachment 1 to Annex C of the contract; and
 - ii. Security Requirements for Protection of Sensitive Information issued by CRA, Security Branch. These may be viewed at: <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/security-requirements-protection-sensitive-information.html>

Security Requirements – non-Canadian Contractors - Document Safeguarding and / or Production Capabilities – with Computer Systems *(To be deleted at contract award if not applicable)*

- a) The Contractor personnel requiring access to Protected information, assets or sensitive work site (s) must each hold a valid Reliability screening, granted by the Security Branch of the Canada Revenue Agency (CRA) or granted/approved by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC).
- b) The Contractor shall, at all times during the performance of the Contract, hold an approved facility clearance for Document Safeguarding at the Protected (B) level issued or granted by CIISD or a letter issued by the Security Branch confirming that the facility is approved and meets the CRA security requirements.
- c) Subcontracts during the performance or the Contract shall include the security requirements for an approved Document Safeguarding at the level of Protected (B) as issued or granted by CIISD or be a facility approved by the Security Branch of the CRA. Before performing any work, the Contractor shall ensure that the sub-contractor holds an approved Facility for Document Safeguarding at the Protected (B) level issued or granted



by the CIISD or a letter issued by the Security Branch confirming that the facility is approved and meets the CRA security requirements.

- d) The Contractor must not remove any protected information or assets from the identified and approved work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- e) Processing of material only at the Protected (B) level is permitted under the Contract. The work must be done either on a separate stand-alone computer system at the Contractor's site or on a restricted directory that is only accessible to Contractor personnel who have the need-to-know for the performance of the Contract.
- f) Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
- g) The Contractor must comply with the provisions of the:
 - i. Security Requirement Check List (SRCL), attached as Annex C, including Attachment 1 to Annex C of the contract; and
 - ii. Security Requirements for Protection of Sensitive Information issued by CRA, Security Branch. These may be viewed at: [Security Requirements](#)

7.9 Authorities

7.9.1 Contracting Authority A1024C (2007-05-25)

The Contracting Authority for the Contract is:

Name: Furqana Mehkari

Telephone Number: 613-219-6096

E-mail address: Furqana.Mehkari@cra-arc.gc.ca

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

7.9.2 Project Authority A1022C (2007-05-25)

To be completed at the time of Contract award.

Name:

Address:

Telephone Number:

E-mail Address:



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

7.9.3 CRA Acquisition Service Desk

To be completed at the time of Contract award.

E-mail Address:

The CRA Acquisition Service Desk provides national support to CRA Purchasers, the CRA Contracting Authority and the Contractor.

7.9.4 Contractor's Synergy Representative

To be completed at the time of Contract award.

Synergy Contact Name:

Toll Free Telephone Number:

E-mail Address:

Contractor's representative for Synergy related questions.

7.9.5 Contractor's Representative

To be completed at the time of Contract award.

Name:

Address:

Telephone Number:

Fax Number:

E-mail Address:



7.10 Contractor Identification Protocol

The Contractor must be responsible for ensuring that each of its employees, officers, directors, agents, and subcontractors (hereinafter referred to as “Contractor Representative”) complies with the following self-identification requirements:

A Contractor Representative who attends a Government of Canada meeting whether internal or external must identify themselves as being a representative of the Contractor prior to the commencement of the meeting to ensure that each meeting participant is aware of the fact that the individual is not a government employee;

During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and

If a Contractor Representative requires the use of the Government of Canada’s e-mail system in the performance of the Work, then the individual must clearly identify themselves as a non-government employee in all electronic mail in the signature block as well as under “Properties”.

This identification protocol must also be used in all other correspondence, communication and documentation.

7.11 Travel and Living Expenses

The CRA will not cover any travel and living expenses.

7.12 Delivery

Deliverables must be received by the Project Authority at the place and time specified herein.

7.13 Work Location

The services will be rendered virtually.

7.14 Inspection and Acceptance

All deliverables under the Contract shall be subject to inspection and acceptance by the CRA Project Authority at destination.

7.15 Basis of Payment

The Contractor will be paid in accordance with the schedule of payment provided at Annex B: Basis of Payment.



7.16 Work Authorization Process

The Contractor shall not commence any Work described in the Contract until the Contractor receives authorization from the CRA to proceed with the Work.

The CRA will authorize the Work with the Contractor, at the CRA's discretion, by:

- a) Submitting a Purchase Order using the Synergy ordering system; or
- b) Submitting a Task Authorization form, signed by the CRA Learning Coordinator and sent to the Contractor via email.

The Task Authorization form by email will only be used by CRA in the event of a system interruption or any other reasons that prevent CRA using the Synergy ordering system.

The CRA reserves the right to issue a cancellation of any Order within 48 hours of the issuance of a Purchase Order through Synergy or a Task Authorization by email.

7.16.1 Ordering Process

a) CRA will submit orders to the Contractor through a Purchase Order (PO) using the Synergy ordering system. Orders, receipts and reconciliation of services will be completed in accordance with Annex D: Synergy 2.0 Solution.

b) In the event of a system interruption or any other reasons that prevent CRA using the Synergy ordering system, the Work or a portion of the Work performed under the Contract will be performed on an as-and-when-requested basis and initiated using a Task Authorization (TA). The Work must be completed in accordance with the description of the Work defined in Annex A: Statement of Work and the TA.

The CRA will authorize the Work with the Contractor by submitting a TA, which may take the form of either:

- a) A task authorization form signed by the CRA Learning Co-ordinator and sent to the Contractor via email.
- b) The Contractor must receive, confirm, and process orders by one or more of the following methods: email, telephone, and facsimile.

The CRA reserves the right to cancel any TA within one business day of the time that the TA was sent by the CRA.

**7.17 Limitation of expenditure – Cumulative Total of all Orders**

- a) Canada's total liability to the Contractor under the Contract must not exceed the sum of \$ _____ (*amount to be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.
- b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.
- i. when it is 75 percent committed, or
 - ii. four (4) months before the contract expiry date, or
 - iii. as soon as the Contractor considers that the sum is inadequate for the completion of the Work,
- whichever comes first.
- c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.18 Minimum Work Guarantee – All the Work – Authorized

- a) In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause 7.17 set out in the Contract;

and

"Minimum Contract Value" means 10% of the initial contract(s) value (*it will be change to the actual \$ value of the guarantee amount at the time of contract award*).



- b) 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. 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.
- c) 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.
- d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.19 Invoicing Instructions

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.

Invoices must be submitted to the CRA, as required in Annex D: Synergy 2.0 Solution.

Each invoice must be supported by:

- a) the Contractor's name and address;
- b) Synergy 2.0 PO number or Task Authorization number;
- c) CRA Purchaser Name;
- d) CRA Learner Name;
- e) Language training dates;
- f) Description of service; and
- g) Total amount to be charge to the CRA.

7.19.1 For orders submitted via Synergy 2.0 Solution:

Invoices must be created and submitted to CRA via Synergy 2.0 for certification and payment.

7.19.2 For orders submitted via a Task Authorization form by email

Invoices must be distributed as follows:



- a) The original must be forwarded by email to the CRA Learning Coordinator, identified on the Task Authorization for certification and payment.
- b) One copy must be forwarded by email to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.20 Payment Process

At Canada's discretion the Contractor will be paid using direct deposit, credit card or cheque.

At its sole discretion Canada may change the method of payment at any time during the period of the Contract, including any extension thereto, to one of the other payment methods stated above. All communications regarding the specific method of payment, including changes thereto, will be in writing via email as it's not Canada's desire to formally amend the Contract if the payment method is changed.

It is the sole responsibility of the Contractor to ensure that their organization is entitled to receive payment from the Government of Canada.

7.20.1 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2022-05-12) forming part of the Contract.

To complete or amend a direct deposit registration, the Contractor must complete the Vendor Electronic Payment Registration form accessible at: <https://www.canada.ca/en/revenue-agency/services/forms-publications/forms/rc231.html>

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2022-05-12) forming part of the Contract will not apply, until the Contractor corrects the matter.

7.20.2 Payment by Cheque

The Contractor shall accept Government of Canada cheques for the payment of goods and/or services described herein.



7.21 Certifications

The continuous compliance with the certifications provided by the Contractor and the ongoing cooperation in providing associated information are conditions of the Contract and are subject to verification by Canada during the entire period of the contract. If the Contractor does not comply with any certification, fails to provide the associated information, or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.21.1 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.

7.22 Joint Venture [\(NOTE to bidders: to be deleted at contract award if not applicable\)](#)

If the Contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of the Contract.

In the case of a contractual joint venture, no dispute, claim or action for damages, whether based in contract, or in tort, or any other theory of law, howsoever arising from the Request for Proposal, Contract, or any other related or subsequently issued documents including without limitation Task Authorizations, Contract Amendments, may be commenced, or brought against the CRA, including without limitation any of its officers, employees or agents unless each member of the joint venture is a party to such dispute, claim, or action (as the case may be).

The Contractor shall obtain the prior written approval of the Contracting Authority to any change in the membership of a contractual joint venture after Contract Award. Any change in the membership of a contractual joint venture after Contract Award without the prior written approval of the Contracting Authority shall be deemed to be default under the Contract.

The joint venture represents and warrants that it has appointed and granted full authority to [\(name to be inserted at Contract Award\)](#), the "Lead Member", to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract, including but not limited to Contract Amendments and Task Authorizations.



In the event of a contractual joint venture, all payments due and owing to the joint venture shall be made by the Canada Revenue Agency to the Lead Member of the joint venture. Any such payment to the Lead Member of the joint venture shall be deemed to be payment to the joint venture and shall act as a release from all the members of the joint venture.

By giving notice to the Lead Member the Canada Revenue Agency will be deemed to have given notice to all the members of the joint venture.

7.23 Proactive Disclosure of Contracts with Former Public Servants CRA Mod A3025C 2013-03-21

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.

7.24 Applicable Laws SACC A9070C (2014-06-26)

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

7.25 Priority of Documents SACC A9140C (2007-05-25)

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

- a) the Articles of Agreement;
- b) the general conditions (2035 (2022-05-12) General Conditions - Higher Complexity – Services);
- c) Annex A: Statement of Work and all attachments to Annex A;
- d) Annex B: Basis of Payment; Attachment 1 to Annex B – Cancellation Policy;
- e) Annex C: Security Requirements Check List and Information Security Requirements Attachment 1 to Annex C - Additional Security Instructions;
- f) Annex D: Synergy 2.0 Solution
- g) The Contractor's proposal dated *(insert date of bid)*, as amended on *(insert date(s) of amendment(s), if applicable)*; and
- h) The Task Authorization (including all of its attachments, if any).



7.26 Training and Familiarization of Contractor Personnel

7.26.1 Training of Contractor Personnel

Any training required by a new or replacement resource will be the responsibility of the Contractor, including training the resource for newly implemented software. The Contractor will assume all associated costs, including training pertaining to familiarization during the start-up of the Contract and Contract period for staff replacements. Training of the resource during the start-up period must take place without a reduction in service level. Time spent on such training will not be billed to, nor paid by, CRA.

7.26.2 Familiarization Period

Prior to the completion of the Contract, it may be necessary for another resource to undertake a period of familiarization and training before the completion date. The Contractor will be required to familiarize the incoming resource according to the process described above or through the use of another approach negotiated with and acceptable to CRA.

7.27 Alternative Dispute Resolution

NEGOTIATION FOLLOWED BY MANDATORY MEDIATION, THEN, IF NECESSARY BY ARBITRATION OR LITIGATION

The parties agree to meet, negotiate in good faith, and attempt to resolve, amicably, any dispute arising out of or related to the contract or any breach thereof.

If the parties are unable to resolve the dispute through negotiations within 10 working days, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected jointly by the parties. All costs shall be shared equally between the disputing parties.

If a dispute cannot be settled with a 15 calendar day period after the mediator has been appointed, or if the parties are unable to select a mediator within 15 calendar days of the date of provision of notice by one party to the other of the intention to proceed to mediation, or such longer period as agreed to by the parties, the parties shall have the right to resort to any remedies permitted by law, including but not limited to arbitration or litigation.

All defences based on the passage of time shall be tolled pending the termination of the mediation.



7.27.1 Office of the Procurement Ombudsman (OPO)

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

7.27.2 Contract Administration

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

7.28 Indigenous Business Certification

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the [Eligibility for Indigenous procurement set aside](#) requirements.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.



7.29 Notification of Cyber Security Events

1. The Contractor shall provide written notice immediately upon discovery of a cyber security incident, breach, compromise, attack or cyber threat including without limitation: any activities that result in an adverse effect such as damage, disruption, unauthorized access to the Contractor's information technology system (the "IT System"), network, infrastructure, or data; malicious disruption or denial of service, (the "Cyber Incident").

The written notice shall be provided to the following:

- (a) the Contracting Authority;
 - (b) the CRA Cyber Security Operations Centre (CSOC) at cyberincident@cra-arc.gc.ca; and
 - (c) the Canadian Centre for Cyber Security (CCCS) at cyberIncident@cyber.gc.ca.
2. The written notice shall include the following information about the Cyber Incident as soon as the information becomes available to the Contractor:
 - (a) the date and time of the Cyber Incident;
 - (b) the nature of the Cyber Incident;
 - (c) identification of the compromised elements of IT Systems, network, data and infrastructure;
 - (d) a statement as to the success of the Cyber Incident;
 - (e) the extent of known or probable compromise to CRA information involved in the Cyber Incident;
 - (f) the actions the Contractor is taking or will take to contain the Cyber Incident and limit further impact caused by the Cyber Incident including timeframes for implementing such actions;
 - (g) a description of any information which was or may have been accessed or compromised as such information may impact or will impact the CRA; and
 - (h) any further or other information as may be reasonably requested by the CRA to assist the CRA in ensuring the security of its IT Systems, network, infrastructure, and data.
 3. The Contractor must provide the CRA with ongoing updates on the status of the Cyber Incident as such may impact CRA including without limitation its IT Systems, network, infrastructure or data until such time as the vulnerabilities have been remedied and must provide such further and other information regarding the Cyber Incident(s) as may be reasonably requested by the CRA.



4. The information provided by the Contractor to the CRA under this section must be treated as confidential information by the CRA and will be disclosed only to those CRA employees and contractors as may be reasonably necessary to ensure the protection of the CRA's IT Systems, network, infrastructure, or data, and to the Canadian Centre for Cyber Security.
5. Failure to provide notice to the CRA under this section may, in the CRA's sole discretion, result in termination of this Agreement in accordance with General Conditions "Default by the Contractor".



Annexes

The following Annexes apply to and form part of the Contract:

Annex A: Statement of Work and all attachments to Annex A

Annex B: Basis of Payment ; Attachment 1 to Annex B – Cancellation Policy

Annex C: Security Requirements Check List (SRCL); Attachment 1 to Annex C – Additional Security Instructions

Annex D: Synergy 2.0 Solution



Annex A: Statement of Work

1.0 Title

Virtual Language Training Services (French and English) for Atlantic and Western Regions

2.0 Context

The Canada Revenue Agency (CRA) is fully committed to meet its obligations under the *Official Languages Act* (Act), to comply with the spirit of the Act in all its business activities, and to take a proactive approach to implementing the Act.

In support of its obligations under the Act, the CRA provides its employees and managers with access to both French and English language training, on a full-time and part-time, group and individual basis.

The CRA offers language training services to its employees and managers to:

- Enable CRA employees to provide services of equal quality in both official languages to internal and external clients.
- Enable employees to communicate effectively in both official languages with other employees.
- Enable bilingual managers to provide supervision in their employees' official language of choice.

3.0 Objective

To provide full-time and part-time French and English virtual language training on an "as and when requested" either in group or individually to CRA employees in order to:

(1) attain Level A, Level B and Level C in reading, writing and oral proficiency (as required per employee) in their second official language;

(2) maintain their second official language; or

(3) improve their second official language. The Contractor must also provide telephone tutoring on an "as and when requested" basis.

3.1 Official Languages Act

The objectives in section 3.0 above are defined in order to support and comply with the following elements of the Act:



English: http://www.ocol-clo.gc.ca/html/act_loi_e.php

French: http://www.ocol-clo.gc.ca/html/act_loi_f.php

3.1.1 Official Language Act

Part IV (Communications with and services to the public)

Members of the public have the right to communicate with and to obtain services from federal institutions in the official language of their choice and to receive an active offer of service in both official languages.

PART V (Language of work)

In bilingual regions, employees of federal institutions have the right to work in the official language of their choice, subject to requirements to serve the public and other employees.

PART VI (Participation of English-speaking and French-speaking Canadians)

English- and French-speaking Canadians have equal opportunities to obtain employment and advancement in federal institutions.

PART VII (Advancement of English and French)

English and French linguistic minority communities in Canada have the right to expect that federal institutions take positive measures to enhance the vitality of these communities, support and assist their development, and foster the full recognition and use of both English and French in Canadian society.

3.2 Qualifications standards in relation to Official Languages of the Treasury Board Secretariat

The qualification standards in relation to Official Languages define the proficiency levels for each of the three language skills:

- a) Written comprehension;
- b) Written expression;
- c) Oral proficiency.

This Treasury Board document can be accessed at the following link:

English: <http://www.tbs-sct.gc.ca/gui/squn03-eng.asp>



French: <http://www.tbs-sct.gc.ca/gui/squn03-fra.asp>

4.0 ACRONYMS AND DEFINITIONS

In the event of a discrepancy between the definitions in this section and those in subsequent sections of the SOW, the definitions in the subsequent sections of the SOW will take precedence.

CEWP - Interface Canada	Communicative English at Work Program is a communication-based program focusing on English in the workplace. It was developed by the Canada School of Public Service (CSPS) and is used to teach English as a second language at the beginner and intermediate levels (levels A and B) and at the advanced level (level C).
CSPS	Canada School of Public Service
CSPS learning platform	Canada School of Public Service (CSPS) integrated Learning Platform. A secure IT platform that provides access to various online language training products.
CRA representative	Responsible for administrative tasks pertaining to learners on full-time or part-time language training. The CRA representative will act as the point of contact for managers whose employees require language training.
Diagnostic test	Evaluation to determine the level of proficiency in the second official language of full-time learners (individual and group), the required number of hours needed to attain the target level(s) and to develop a language learning plan. The process consists of a written test to assess writing skills, a reading test to assess reading, and an oral evaluation to assess oral proficiency.
End-of-session assessment	An overall evaluation of the proficiency level in the second official language of the learner once they have completed their scheduled training session. The assessment must determine if the learner succeeded or did not succeed in attaining their training objective.
Full-time language training	Language training provided 37.5 hours per week. Of the 37.5 hours, 35 hours will be teacher-led setting and 2.5 hours will be for self-study time at a rate of a half an hour per day.
Language learning plan	Based on the results of the diagnostic test, a language learning plan will be created by the Contractor for all full-time learners (individual and group). The plan includes: a starting lesson, the results of the diagnostic test and an estimated number of training hours needed to reach the target level(s) of written, reading, and oral proficiency.



Placement test	Evaluation to identify the level of proficiency in the second official language of part-time learners (group training only) for the purpose of assignment to the appropriate course module. The process consist of a written test to assess reading and writing skills.
Part-time language training	Language training provided less than 35 hours per week.
PFL₂	Programme de français langue seconde is a communication-based training program, developed by the CSPS, focusing on French in the workplace. This program has been used for teaching French as a second language at the beginner and intermediate levels (levels A and B) and at the advanced level (level C).
Progress report	Provide feedback to learners on their results, strengths and areas to improve upon on a regular basis, related to the language objectives.
Second language evaluation (SLE)	The SLE is developed and administered by the Public Service Commission (PSC), and is divided into the following three tests: Test of Reading Comprehension: Assesses the ability to understand texts written in their second official language. Test of Written Expression: Assesses knowledge of grammar, vocabulary and other aspects of written expression that are necessary to perform writing tasks dealing with work-related situations. Test of Oral Proficiency: Assesses the ability to communicate orally in their second official language (French or English) for work related situations.
Starting lesson	The starting lesson, in one of the Programs used (PLF ₂ or CEWP) is determined by the knowledge of French or English that the employee has demonstrated during the diagnostic test.
Training objectives (TO)	Training objectives are learning goals that the employee is expected to achieve during the language training session.
Tutoring	Tutoring is the process of supporting and guiding learners by providing personalized coaching. Tutor-led sessions enhance motivation and support to attain targeted proficiency levels. Tutoring is usually for short duration and focuses on specific aspect of oral proficiency but it can also be used for grammar activities.
Virtual training	Virtual training refers to training done in a virtual environment. Virtual training and virtual training environments are designed to simulate the traditional classroom or learning experience.



5.0 Scope

The Contractor must provide full-time and part-time virtual language training (English and French), on an “as and when requested” basis, to CRA employees either in groups or individually in order for the employees to:

- a) obtain Level A, Level B or Level C in reading, writing and oral proficiency, as required per employee, in their second official language;
- b) maintain their second official language; and
- c) improve their second official language.

The Contractor must also provide telephone tutoring and Preparation for Second Language Evaluation (SLE) evaluation level C oral interaction assessment “as and when requested” basis.

5.1 Regional information

The Contractor must provide language training services in the following (to be updated following results of the Request for Proposals process):

Region 1: Atlantic (comprises the province of New Brunswick, Prince Edward Island, Nova Scotia, and Newfoundland and Labrador).

- Region 1A: Atlantic Full-Time and Part-Time Group and Individual English; and/or
- Region 1B: Atlantic Full-Time and Part-Time Group and Individual French

Region 2: Western (comprises the province of British Columbia, Alberta, Saskatchewan, and Manitoba).

- Region 2A: Western Full-Time and Part-Time Group and Individual English; and/or
- Region 2B: Western Full-Time and Part-Time Group and Individual French

A summary of approximate demand for English and French language training per region can be found at Attachment 1 to Annex A: Approximate Historical Demand for Language Training.

It is expected that the trends of language training being delivered virtually per region as indicated in Attachment 1 to Annex A will continue.

In delivering language training services, the Contractor is responsible for, but not limited to, the provision of the following services:

- a) Develop course outlines, course planning and preparation;
- b) Provide training material to learners as well as its own resources;



- c) Evaluate the learners second language proficiency using a placement test (see section 5.2.3) or diagnostic test (see section 5.3.2);
- d) Provide full-time language training as per the results of the diagnostic test and the language learning plan (see sections 5.3.2 and 5.3.3);
- e) Provide part-time language training as per the results of the placement test (see section 5.2.3);
- f) Develop or adapt training aids (see section 5.9);
- g) Evaluate the progress of all learners (see Attachment 3 to Annex A);
- h) Provide recommendations for program improvement and various reports identified herein.
- i) Provide telephone tutoring.
- j) Provide Tutoring for preparation to the Second Language Evaluation (SLE) oral interaction Test (To be updated following the results of the Request for Proposals process).

Communication with a learner should take place in the target language to avoid the use of the learner's first official language as much as possible, as every situation is considered a learning opportunity. However, if a learner wishes to speak in their first official language on a personal matter, their request must be respected. Correspondence sent to CRA representative for the Atlantic and Western Regions, must be sent in English or French depending on the CRA representative's preference.

If, for whatever reason, the Contractor cannot provide the requested services, the CRA reserves the right to obtain the required services through alternate means, outside of this contract. The CRA, may at its sole discretion, opt not to use the Contractor services in order to participate in pilot projects developed by other government departments or by the CRA pertaining to language training on an ad hoc basis.

The Contractor must be prepared to provide language training services to learners enrolled in language training full-time (group or individual) or part time (group or individual). All language training services must be provided using MS Teams as the virtual platform.

5.2 Part-time language training

5.2.1 Part-time group training options

Group part-time language training must be delivered according to one of the following four options (A, B, C, D) listed below. The CRA, at its sole discretion, will select one of the options best suited to its learners at the time an order is placed. In exceptional circumstances, another option not listed below may be determined by the CRA to be more suitable based on a given situation at a given time. The CRA will consult with the Contractor when such situations arise



and only upon the agreement of both the CRA and the Contractor would another option not listed below be implemented.

Option A:

Three consecutive hours in one day per week for 20 weeks (total of 60 hours) delivered in sessions as follows:

- a) September to January (Fall session)
- b) February to June (Winter session)

Option B:

Seven and half hours per week (7.5 hours in one day once a week) for 12 weeks (total of 90 hours) delivered in sessions as follows:

- a) September to November (Fall session)
- b) January to March (Winter session)
- c) April to June (Spring session)

Option C:

Fifteen hours per week (7.5 hours in one day twice a week) for 12 weeks (total of 180 hours) delivered in sessions as follows:

- a) September to November (Fall session)
- b) January to March (Winter session)
- c) April to June (Spring session)

Option D:

Six hours per week (3 hours in one day twice a week) for 20 weeks (120 hours) delivered in sessions as follows:

- a) September to January (Fall session)
- b) February to June (Winter session)

5.2.2 Ordering process for group part-time language training



The following process will be followed when the CRA requests group part-time language training:

- a) The CRA will submit requests for group part-time language training to the Contractor at least ten weeks prior to the start of the session.
- b) Each part-time language training request will be initiated via Synergy 2.0 platform.
- c) Upon receiving the requests for group part-time training, the Contractor must complete the following to place learners in suitable training groups based on the learner's proficiency level:
 - i. Administer placement tests for new learners (as described in section 5.2.3);
 - ii. Review the last placement test and end-of-session assessment for returning learners.
- d) The Contractor must finalize the details of each group (in accordance with section 5.2) and the training schedule and provide the information to the CRA representative **at least four weeks** prior to the start of the group part-time language training session.
- e) Group composition details and schedules must include, as a minimum, the following information when submitted to the CRA representative :
 - i. Group proficiency level;
 - ii. Number of learners;
 - iii. Schedule of classes;
 - iv. Name of virtual platform;
 - v. Name of teacher;
 - vi. Number of hours;
 - vii. Name of learners.

5.2.3 Placement test

A placement test must be administered to part-time learners within two weeks of the original request to gauge their proficiency level and determine a suitable group of similar proficiency to assign the learner to.

Placement tests may be administered by telephone, email or online, if the Contractor has the capability to administer the tests online. Information about learners collected for the purposes of administering the test must be limited to the learners' name, and if additional information such as telephone number or email address is required, it must be the learners' work contact information and not personal contact information. If the Contractor administers the placement test online, the website through which the test is administered must be trusted and secured



and must be approved by the CRA prior to implementation. Connections to the website must be secured using industry standard Transport Layer Security (TLS) v1.2 and the website's identity be trusted and verified using a website certificated signed by a trusted Certificate Authority (CA). Learners completing the test must log-in with a user ID and password combination, which can be created by the Contractor and provided to the learners prior to the test being administered.

Placement tests are not required for learners returning to training after a short break between sessions or when a learner's training is extended. A learner will be considered a returning learner when the previous training session took place within 12 months. End-of-session assessment, progress reports and placement test from previous training session will be used to gauge proficiency level of returning learners.

5.2.4 Additional requirements for group part-time language training

The Contractor must ensure that a teaching resource is available to deliver the training and submit the name(s) of teacher(s) to the responsible CRA representative at least one week prior to the start of the session.

The CRA reserves the right to replace a learner with another learner up to five business days prior to the start of the part-time training session. If after language training has begun, a learner is found to be at a lower or higher proficiency level than the rest of the group, the Contractor must attempt to transfer the learner to a group more appropriate for the learner's proficiency level or explore other options, in consultation with a CRA representatives.

Alternatively, if a suitable option is not reached, the CRA may remove the learner from group language training and request individual language training or wait for an available group. If the Contractor cannot transfer the learner to a group in accordance to the learner's proficiency level then the CRA will not be liable for any language training hours that remain on the order to the Contractor.

Part-time language training must include an end-of-session assessment (see attachment 4 – Annex A) administered by the Contractor for each learner. The Contractor will then provide the results to the learner and the responsible CRA representative no later than three weeks after the end of the training session.

5.2.5 Individual part-time training

Individual part-time language training will be delivered on an ad-hoc basis as required, by telephone or virtually. When the CRA submits a request for individual training, the Contractor



must administer a placement test (as described in section 5.2.3) and schedule training for less than 35 hours a week in collaboration with the responsible CRA Representative.

5.2.6 Telephone tutoring

When the CRA submits a request for telephone tutoring, the Contractor must administer a placement test (as described in section 5.2.3) and schedule tutoring sessions in collaboration with the responsible CRA representative. The duration of each tutoring session should be between 30 minutes and 2 hours as confirmed by the CRA. Telephone tutoring is usually for short duration (e.g. three 45 minute sessions per week for 4 weeks) and for targeted needs (e.g. focus on specific objectives for oral proficiency). When a request for telephone training is made, the responsible CRA representative will provide the Contractor with the learners name and telephone number as well as the schedule established with the learner. Teaching resources will be responsible for placing the call to the learner.

The Contractor will administer an end-of-session assessment (see attachment 4 of Annex A) once the scheduled language training is complete and will provide the results to the responsible CRA representative no later than two weeks after the end of the scheduled language training. The assessment must determine if the learner succeeded or did not succeed in meeting their language training objectives.

5.2.7 Preparation for the Second language evaluation oral interaction assessment level C

The Preparation for the Second Language Evaluation Oral Language Assessment (SLE-OLA) level C is intended to help learners attain a level C in the Public Service Commission's (PSC) SLE-OLA. These sessions are designed to help the learner prepare for the PSC assessment. A preparation session should not be used to acquire a second language at the desired language level. These sessions will be offered individually on a part-time basis. These sessions will be for approximately three to eighteen hours a week of part-time training.

The Contractor must:

- a) Ensure that the preparation sessions are offered in accordance with the Second Language Evaluation criteria and the PSC test in effect at the time of the training
<https://www.canada.ca/en/treasury-board-secretariat/services/staffing/qualification-standards/relation-official-languages.html>;
- b) Provide and maintain training materials in line with the SLE-OLA criteria;
- c) Be informed of current PSC assessment criteria and test procedures
<https://www.canada.ca/en/public-service-commission/services/second-language-testing-public-service/managers/oral-language-assessment-sle.html>;
- d) Prepare participants for their oral Second Language Evaluation;



- e) Improve specific knowledge to achieve a Level C at the oral interaction;
- f) Provide coaching and support to the learner to address language insecurity through various observation and feedback session; and
- g) Schedule of prep training sessions.

Ordering process Preparation for the Second Language Evaluation level C oral interaction assessment.

Second Language Evaluation level C preparation sessions will be delivered as and when required basis. When the CRA submits a request for SLE-OLA, the Contractor must schedule training approximately three to eighteen hours a week of part-time training in collaboration with the responsible CRA Representative.

5.3 Full-time language training

5.3.1 Ordering process for full-time language training

Group full-time training can start at any time throughout the year, as soon as a group can be formed with learners of similar proficiency level. When the Contractor receives a request for group full-time language training, the Contractor must administer a diagnostic test (see section 5.3.2.) and develop a language learning plan (see section 5.3.3) as soon as possible for each learner. The Contractor must then form a group as soon as possible (see section 5.2) and schedule training in collaboration with the responsible CRA representative , while respecting the provisions of section 5.10 Training delivery days and hours. The Contractor must provide the language learning plan to the CRA representative two weeks before the commencement of training.

Once a group has been formed, the Contractor must submit group composition details to the CRA representative. The group composition details must include, as a minimum, the following information:

- a) Group proficiency level;
- b) Language Learning plan for each learner;
- c) Number of learners per group;
- d) Start and end date of session;
- e) Name of virtual platform;
- f) Name(s) of learner(s);
- g) Name of teacher;
- h) Type of training.



If a group cannot be formed within four weeks of the availability date of the learner (as per the original group full-time language training request), the CRA may: amend the request to individual full-time language training; cancel the request; or agree to wait for a group to form. This will be determined on an ad-hoc basis. By availability date, the CRA means the date identified on the request on which the learner is available to start language training. The availability date may be several weeks after the date the request is submitted.

The Contractor must administer an end-of-session assessment (see attachment 4 to Annex A) for each learner at the end of the scheduled training. The assessment must determine if the learner succeeded or failed in meeting their training objectives. The results of the assessment must be provided to the responsible CRA representative no later than two weeks after the end of the training session.

Requests to add or remove a learner to or from an existing group full-time training session

The following guiding principles will apply to cases where a learner(s) is to be added to or removed from an existing group full-time training session:

- a) A learner with the same proficiency level as the established group, must be added to the group if it has not reached maximum capacity (regardless if the request was made before or after the start of training).
- b) A learner with a higher proficiency level than the established group, must be added to the group once the group has progressed to a similar proficiency level of the learner.
- c) If after language training has begun, a learner is found to be at a lower or higher proficiency level than the rest of the group, the Contractor must attempt to transfer the learner to a group more appropriate for the learner's proficiency level. If this is not possible, the Contractor must explore other options, in consultation with a CRA representative, if a suitable option is not reached, the CRA may remove the learner from group language training and request individual language training or wait for an available group to be formed.

It is common practice for full-time learners to have one teaching resource in the morning and another in the afternoon in order to expose the learners to different teaching methods and oral interactions. The Contractor should adhere to this practice under this contract if possible.

5.3.2 Diagnostic test

A diagnostic test is a tool developed by the Contractor (or a third-party) to assess an employee's second official language proficiency. The diagnostic test is mandatory for learners



who have registered to full-time language training (Group or Individual) but it can also be used, as required at the discretion of the CRA, for learners attending other types of language training.

The Contractor must administer diagnostic tests to new learners within 2 weeks of the original request for full-time language training. The diagnostic test must:

- a) Consist of an oral interview and one or more written tests in order to determine the starting point (based on the step of the curriculum).
- b) Determine the learners' reading, writing and oral proficiency levels in their second official language.
- c) Estimate the number of hours needed to attain the target objectives and provide further details, if any, regarding the specific needs of the learner in training.

Diagnostic tests will not be administered for learners already in full-time language training when a request is made by the CRA to continue language training for the learners. A learner will be considered a returning student if they have attended language training within the last year as the date of the language training request. Returning student proficiency levels and training needs will be determined based on their end-of-session assessment, progress reports and diagnostic test from their last training session.

Diagnostic tests may be administered virtually, by telephone or online if the Contractor has the capability to do so. Information about learners collected for the purposes of administering the test must be limited to the learners' name, and if additional information is required, such as telephone number or email address, it must be the learners' work contact information. If the Contractor administers the diagnostic test online, the website through which the test is administered must be trusted and secured and must be approved by the CRA prior to implementation. Connections to the website must be secured using industry standard Transport Layer Security (TLS) v1.2 and the website's identity be trusted and verified using a website certificated signed by a trusted Certificate Authority (CA). Learners completing the test must log-in with a user ID and password combination, which can be created by the Contractor and provided to the learners prior to the test being administered.

The CRA reserves the right to review the results of each diagnostic test and may request the Contractor to re-evaluate a learner.

5.3.3 Language learning plan

A language learning plan (LLP) must be tailored for each learner enrolled in full-time training (group or individual). The LLP is subject to review by the CRA or a third party at the discretion of the CRA. LLPs will, at a minimum, consist of the following:



- a) learner's name;
- b) date of evaluation (diagnostic test);
- c) target language levels;
- d) learner's strengths;
- e) skills in need of improvement;
- f) evaluators specific comments;
- g) module/session/lesson recommended;
- h) recommended number of training hours;
- i) evaluators name.

5.4 Second language evaluation (SLE)

During the duration of full-time (Group or Individual) language training, if the learner goes for an SLE, the Contractor must adhere to the processes listed below:

- a) If the learner's objective was to reach certain proficiency levels in reading comprehension, written expression and oral proficiency, the Contractor must advise the responsible CRA representative when the learner is ready to take the SLE in reading comprehension and written expression only. While awaiting results, the learner will continue language training. If the learner passes the reading comprehension and written expression, the Contractor must continue with language training for the learner until the learner is ready to take the SLE in oral proficiency. While awaiting results, the learner will continue language training until the results become available.

OR

- b) If the learner's objective was to reach certain proficiency level in reading comprehension and written expression, the Contractor must advise the responsible CRA representative when the learner is ready to take the SLE in reading comprehension and written expression. While awaiting results, the learner will continue language training until the SLE results become available.

OR

- c) If the learner's objective was to reach a certain proficiency level in oral proficiency only, the Contractor must advise the responsible CRA representative when the learner is ready to take the SLE in oral proficiency. While awaiting results, the learner will continue language training until the SLE results become available.

If SLE results become available five business days or less after having taken the SLE, the CRA will compensate the Contractor for five business days of language training. If results become available more than five business days after having taken the SLE, the CRA will compensate the Contractor for the actual number of days it took for the results to become available. If the learner passes, the language training is complete. The cancellation policy does not apply to



language training that is complete as a result of the learner passing their SLE, even if additional language training hours remain on the order to the Contractor.

If a learner is not successful at an SLE test, and the test was taken prior to all of the training hours for the learner being utilized, the learner will remain on language training until all of the training hours in the order are utilized, at which point the training will end.

If a learner is not successful at an SLE test, regardless of when the test occurs, the CRA may request that the Contractor provide a reassessment of the learner's learning needs and develop an updated the LLP.

The SLE content is confidential, protected by the Public Service Commission (PSC), and is subject to Crown copyrights. Any infringement by the Contractor, such as the unauthorized collection, retention, use or disclosure of protected test content, is prohibited.

5.5 Progress report to learners

The Contractor must provide feedback to learners on their results, strengths and areas to improve upon on a regular basis, related to the language objectives. For part-time training the Contractor must complete a progress report at the sessions halfway point (see Attachment 3 to Annex A). For full-time training the Contractor must complete a progress report on monthly basis (see Attachment 3 to Annex A). For both full-time and part-time training the Contractor will notify the responsible CRA representative in writing when objectives covered are not achieved or achieved with difficulties and interferes with a learner's progress in the program or successful completion of the session. The Contractor must allocate the schedule and number of evaluation activities in a balanced manner according to the training mode and duration of the session. See section 5.15 – Reporting requirements to complete this report.

5.6 Training programs and curriculum objectives

The Contractor must use one of the following training programs in delivering language training to CRA employees and must ensure that teaching resources are trained on the curriculum and the training programs.

The Contractor may use the Canada School of Public Service (CSPS) language training programs (Programme de français langue seconde (PFL2) and the Communicative English at Work Program (CEWP)) as described in section 5.8. These programs are no longer required and access to the online versions of the programs or any related products currently available on the CSPS website could be removed at any time. However, PDF versions of PFL2, CEWP and other training



products will remain available on the Government of Canada Publications website.

<https://publications.gc.ca/site/eng/browse/specializedCatalogues.html>

OR

The Contractor may use a language training program, that is in accordance with the attached curriculum (see Attachment 6 to Annex A). The language training program used by the Contractor must comply with the objectives and content essential to achieving levels A, B and C, and must align with the Qualification Standards in relation to Official Languages of the Treasury Board Secretariat (levels A, B and C) see section 3.2.

1. Takes a communicative, task oriented approach to learning a second language and covers the main elements of language and communication including:

- Language functions;
- Listening;
- Vocabulary;
- Grammar;
- Phonology;
- Communication strategies;
- Writing expression;
- Oral and Reading comprehension; and
- Learning a second language strategies.

2. Contains learning objectives for all 3 competencies: reading comprehension, writing expression, oral proficiency.
3. Content supports the learning objectives and will enable the learner to reach the desired performance for the target level (visuals, audio, examples to clarify content or highlighted a concept and links to relevant reference material).
4. Content of product is organized and is broken down into units (will vary depending on the amount of content).
5. Content has a logical flow and follows work processes.
6. Content is organized in a sequence appropriate to the product (e.g. simple to complex, concrete to abstract).
7. Includes exercises that measure the attainment of the learning objective(s).
8. Exercises that help learners achieve the learning objective.
9. Exercises are sufficient in variety and number to reinforce the new knowledge, concepts and skills.
10. Exercises simulate job tasks, problems or situations.
11. Exercises are realistic to job context in order to promote the transfer of new skills to the job.
12. Practice activities should allow the learner to respond in ways that mirror what they would



do on the job.

13. Incorporates relevant and timely feedback for learning activities and exercises.
14. Feedback relates to the content and is specifically linked to the learner's response whether the response is correct (emphasize/expand on the response to reinforce the learning) or incorrect (indicate what the correct response is and why or, if appropriate, how to avoid the error in the future).
15. Includes tools to support the maintenance of learning.
16. demonstration, role plays, links and summaries.

The Contractor must ensure its teaching resources use the Adult Education Principles, which include but not limited to the following practices:

- Provide plans for group activities and self-directed learning;
- For each activity, give instructions and describe the process by specifying:
 - what the learners must do;
 - the duration of the activity;
 - the anticipated result; and
 - the materials and tools to be used.
- For each activity, indicate the objective by specifying:
 - the knowledge or know-how that the activity is intended to develop; and
 - the link between the objective of the activity and the training objective.
- Provide learners with regular feedback on their strengths and the areas that need work in relation to the targeted objectives;
- Take into account the needs, interests and experience of learners, as well as different learning styles, while conducting the activities.

Teachers may present other innovative training materials to learners, from time to time, to complement and reinforce the programs used. However, they must respect the standards described in the <https://laws-lois.justice.gc.ca/eng/acts/c-42/index.html>.

The CRA reserve the right to have the Contractor use the CSPS curriculum if their language training program does not meet the curriculum objectives in section 5.8. and as part of Attachment 6.

5.8 Canada School of Public Service Second language training programs

5.8.1. Programme de français langue seconde (PFL₂)

The PFL₂ – A, B and PFL₂ – C are the programs currently used for language training in French. They cover levels A, B and C and enable learners to acquire the skills necessary to interact in French in the workplace and in everyday situations



The programs include self-learning material for developing listening, reading, writing and speaking skills. The training material is available on the CSPA learning platform. Learners could use self-directed learning materials as needed outside training hours.

5.8.2. Communicative English at Work Program (CEWP)

The CEWP is the program currently used for language training in English. It covers levels A, B and C and enables learners to acquire the necessary skills to interact in English in the workplace and in everyday situations.

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

Teaching resources must use the manuals and related materials for the language training program offered - PFL₂ for French training and CEWP for English training.

The Contractor must ensure its teaching resources use the Adult Education Principles, which include but not limited to the following practices:

- Provide plans for group activities and self-directed learning;
- For each activity, give instructions and describe the process by specifying:
 - i. what the learners must do;
 - ii. the duration of the activity;
 - iii. the anticipated result; and
 - iv. the materials and tools to be used.
- For each activity, indicate the objective by specifying:
 - i. the knowledge or know-how that the activity is intended to develop; and
 - ii. the link between the objective of the activity and the training objective.
- Provide learners with regular feedback on their strengths and the areas that need work in relation to the targeted objectives;
- Take into account the needs, interests and experience of learners, as well as different learning styles, while conducting the activities.

5.9 Training Material

5.9.1 Training Material Canada School of Public Service (CSPA) language training programs

The Contractor can use training materials of its choice. The CRA 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 language approach and objectives set out by TBS.



The Contractor is responsible for acquiring all hard-copy materials for the training programs and any additional program material it deems necessary.

The training material for the PFL2 and the CEWP is available through the Government of Canada Publications website at

<http://publications.gc.ca/site/eng/browse/specializedCatalogues.html> or alternatively may be available at local bookstores.

- a) Required material for levels A and B in French:
 - i. TOs 1 to 40 (40 workbooks)
 - ii. consolidations 1 to 4 (4 workbooks)
 - iii. self-assessments 1 to 4 (4 workbooks)

- b) Required material for level C in French:
 - i. Preparatory sessions 1 and 2 (2 workbooks)

- c) Required material for levels A and B in English:
 - i. Interface Canada, Student's Books 1 to 8

- d) Required material for level C in English: none.

To reinforce the concepts and enrich the training material, teaching resources are encouraged to supplement, but not substitute, lessons using material and activities from other sources, if deemed beneficial to the language training at hand.

The Contractor will provide full-time and part-time learner with the following:

- a) Training material in the language being taught;
- b) A course outline (including milestones);
- c) A course schedule.

The Contractor will provide both full-time and part-time learners with access to current learning aids such as:

- a) Recent reference online material and learning aids when deemed appropriate,
- b) Videos and/or other audio-visual aids.

Training materials must be logically organized so that the teaching resources and learners can access and find materials quickly and easily. The Contractor must provide all required training program materials in either Microsoft Word 365 (or higher version) or PDF format to its Pedagogical Advisors, teaching resources and learners.



5.9.2 Training Material – Contractor language training program

The Contractor can use training materials of its choice. The CRA 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 language approach and objectives set out by TBS.

The Contractor will provide full-time and part-time learner with the following:

- a) Training material in the language being taught;
- b) A course outline (including milestones);
- c) A course schedule.

The Contractors program should include the following training material:

- A teacher guide that prepares the facilitator for delivery, instructions for activities and identifies key points that should be emphasized during training.
- Facilitator's Guide should include: course introduction, timing, explanations, how to facilitate activities, points to highlight, and delivery instructions for brainstorming, discussion, lecture, questioning, group problem solving,

The Contractor will provide both full-time and part-time learners with access to current learning aids such as:

- a) Recent reference online material and learning aids when deemed appropriate,
- b) Videos and/or other audio-visual aids.

Training materials must be logically organized so that the teaching resources and learners can access and find materials quickly and easily. The Contractor must provide all required training program materials in either Microsoft Word 365 (or higher version) or PDF format to its Pedagogical Advisors, teaching resources and learners.

5.10 Training delivery days and hours

The Contractor must be prepared to deliver training services up to 240 days per year.

Training must not be scheduled on federal government statutory holidays nor should it be scheduled on provincial statutory holidays (civic holidays). The following days are designated holidays for learners. When a holiday falls on a weekend, it is moved to the next business day:

- a) New Year's (January 1st)



- b) Good Friday
- c) Easter Monday
- d) Victoria Day
- e) Canada Day (July 1st)
- f) Provincial Civic Holiday (first Monday in August for services offered in Ontario)
- g) Labour Day (first Monday in September)
- h) National Day for Truth and Reconciliation (September 30th)
- i) Thanksgiving (second Monday in October)
- j) Remembrance Day (November 11th)
- k) Christmas Day (December 25th)
- l) Boxing Day (December 26th)

It is the responsibility of the learner's manager and the CRA representative to coordinate with the Contractor to address any potential scheduling issues regarding provincial statutory holidays. This must be done prior to the commencement of training and it must adhere to regulation outlined in Annex B: Basis of Payment – 1. Cancellation, removal of learner and postponement of language training prior to commencement of language training.

Virtual full-time language individual and group training will take place between 7:30 a.m. and 4:30 p.m. Learners must be given 30 minutes for lunch, as well as a 15 minute break in the morning and in the afternoon.

Any virtual part-time language training classes of three hours or less in one day must be taken between 8:30 a.m. and 12:00 p.m. and 12:30 p.m. and 4:30 p.m. Classes of three hours in one day must include a 15 minute break.

Virtual part-time language individual and group training of 7.5 hours in one day will take place between 7:30 a.m. and 4:30 p.m. Learners must be given 30 minutes for lunch, as well as two 15-minute breaks in the morning and in the afternoon. These breaks will not be included in the hours of language training delivered.

5.11 Group training class sizes

Full-time language training: minimum 3 learners and maximum 6 learners;

Part-time language training: minimum 3 learners and maximum 7 learners.

To facilitate the creation of groups, when necessary, the Contractor may place CRA employees with employees from other federal or provincial departments or agencies for which the Contractor provides language training services through other contracts. This shall only occur if a



group composed of only CRA employees cannot be formed. All requirements of this contract must still be met if the Contractor groups CRA employees with employees from other federal or provincial departments or agencies. The Contractor must notify the CRA if they are placing employees from other federal or provincial departments or agencies. However, in such situations the group sizes may be larger if the Contractor's contracts or agreements with other federal or provincial departments or agencies allow for larger groups.

The Contractor must always create groups in a way that ensures all learners are a part of a group, whenever possible. For example, for full-time training, if the Contractor receives requests totaling 14 homogeneous learners, the Contractor must not create two groups of six learners and leave two learners waiting for one other learner to create a new group. In such a situation the Contractor must create two groups of five learners and one group of four learners. The Contractor must ensure groups are formed in a homogenous manner and that all learners have similar or the same proficiency level.

5.12 Transfer of a learner between groups

The Contractor may transfer a learner from a group after training has begun as long as the ratio of learners per group is maintained. The change is usually based on observations made by teaching resources or assessment results. The Contractor must inform the CRA representative responsible for the learner before proceeding with a transfer.

If a change of group is not possible (e.g. no room in another group at the same proficiency level) the Contractor must provide the CRA with options or recommendations for how to continue language training delivery for learners in such situations.

The CRA, at its sole direction, may remove a learner from language training for any reason as necessary, if it is deemed in the best interest of the CRA.

5.13 Re-composition of groups

In order to have more homogenous groups, the Contractor may modify the composition of groups after the training has started but the minimum and maximum number of learners per group must be respected. The Contractor may decide to modify groups based on the teacher's observations in class and, if required, on an assessment of the learner's success in their language training. The Contractor must inform the responsible CRA representative before any modification.

Moreover, if, within the first two weeks of language training, it is observed that the level of a group is not adequate to the needs of a learner, the Contractor must inform the responsible



CRA representative and the learner, no later than two business days after making the observation, if a change of group is possible. This decision will be based on the teacher's observations in class and, if required, on an re-assessment of the learner's second language proficiency levels. If a change of group is not possible (e.g. no room in another group at the same proficiency level) the Contractor must provide the CRA with options or recommendations for how to continue language training delivery for learners in such situations.

5.14 Administrative responsibilities

The Contractor must have administrative procedures in place to address the following situations while ensuring the least possible disruption to the language training program:

- a) Unplanned absences of teachers;
- b) Teaching resource performance issues;
- c) Learner performance issues (including procedure for reporting these issues to the CRA representative or manager);
- d) Cancellation of language training for unforeseen reasons;
- e) Creation of homogenous training groups if language training is to be delivered at the Contractor's facilities (groups of learners with comparable proficiency levels);
- f) If the Contractor has internal administrative procedures that could impede or have a negative impact on services provided to the CRA, the CRA may request that the Contractor rectify the situation. An example of this could be if the Contractor's resources do not have the proper equipment to complete the electronic format of the CRA reports as detailed in section 5.15.

5.15 Reporting requirements

The Contractor will prepare and submit the following reports, in bilingual and electronic format, in either MS Word or MS Excel, as applicable:

- a) Progress reports must be conducted on a monthly basis for learners on full-time training and must be done mid-session for learners on part-time training. These reports must be sent to the responsible CRA representative and the learner by email, within the first two weeks of the following month. The Contractor must use the template provided in Attachment 3 and 4 to Annex A: Progress Report and End-of-session assessment. In addition to the information completed at Attachment 4 to Annex A, the report should also cover the following:
 - i. the overall progress of a learner;
 - ii. If a learner is falling behind and why;
 - iii. If absences are impacting the learner's progress.



- b) End-of-session assessments per learner must be sent to the responsible CRA Representative and the learner by email within two weeks after the end of the session;
- c) Monthly attendance reports, for all learners, including the number of hours of training and absences must be sent to the responsible CRA Representative of the learner, by email within two weeks of the end of the month.
- d) Quarterly reports must be sent to LTPMSPFLG@cra-arc.gc.ca within the first two weeks of the following month. The contractor must use the template provided in Attachment 5 Annex A: Contractor Quarterly Report.

In addition to reports being sent to the responsible CRA Representative all reports listed above must also be sent to LTPMSPFLG@cra-arc.gc.ca.

5.16 Information Management

For the purpose of allowing the Contractor to perform the work under this Statement of Work, CRA must make available to the Contractor and its resources the following information which is considered protected:

- a) Full name of employees;
- b) Second Language Evaluation results;
- c) Employee's personal telephone number;
- d) Employee's CRA telephone number;
- e) Employee's personal email address, and
- f) Employee's CRA email address.

The sharing of CRA's protected information between the CRA, the Contractor and the Contractor's resources must be done in accordance with the additional security instructions detailed in Annex D. Protected information must not be shared via MS Teams.

The Contractor and its resources cannot work outside of Canada.

6.0 Pedagogical advisor

The Contractor must provide pedagogical advisor(s) as follows:

REGION 1 – Atlantic: A minimum of one bilingual Pedagogical Advisor for full-time and part time language training.

OR



A minimum of one French Pedagogical Advisor for full-time and part-time language training and a minimum of one English Pedagogical Advisor for full-time and part-time language training.

REGION 2 – Western: A minimum of one bilingual Pedagogical Advisor for full-time and part-time language training

OR

A minimum of one French Pedagogical Advisor for full-time and part-time language training and a minimum of one English Pedagogical Advisor for full-time and part-time language training.

If the Contractor provides services for both languages in one region, the Pedagogical Advisor can be the same for both languages.

If, for whatever reason, any of the Contractor's pedagogical advisor(s) are not available, the Contractor must replace the unavailable pedagogical advisor(s) with pedagogical advisor(s) of equal or higher quality, while still respecting the minimum experience and education requirements outlined herein. The Contractor Representative must certify that each teaching resource providing services under this contract meet the experience and education requirements below. To facilitate this, the Contractor should have back-up pedagogical advisor(s) available to take over when necessary, or in the event the workload involved does not permit the primary pedagogical advisor(s) to adequately deliver the services required.

6.1 Pedagogical Advisor qualifications

The CRA reserves the right to verify a Pedagogical Advisor's qualifications at any time during the period of the contract. Should the CRA find that the Pedagogical Advisor does not possess the minimum experience or education requirements identified herein, the CRA will notify the Contractor who must replace the Pedagogical Advisor no later than within two business days of the notification.

The Contractor Representative must certify that each teaching resource providing services under this contract meet the experience and education requirements below.

Education: One of the options below (a or b):



- a) Must have a Bachelor's degree from a recognized Canadian university listed in Attachment 9 to Annex A: Statement of Work – List of Accepted Bachelor's Degrees and Certificates, section 1.0 Bachelor's Degrees

OR

- b) Must have a Bachelor's degree from a recognized Canadian university that is not on the list of accepted Bachelor's Degrees Attachment 9 to Annex A: Statement of Work– List Accepted Bachelor's Degrees and Certificates section 1.0 Bachelor's Degrees;

AND

Must have a certificate from recognized Canadian institution listed in Attachment 9 to Annex A: Statement of Work– List Accepted Bachelor's Degrees and Certificates, section 2.0 Certificates.

In cases where the degree was obtained from an institution outside Canada, only an equivalency certificate from an accredited institution recognizing the credentials as Canadian equivalences will be accepted. These institutions include the credential assessment services of the federal or provincial governments and the International Credential Assessment Service of Canada, as well as others recognized as credential assessment services for comparing degrees and diplomas to Canadian standards and identified on the Canadian Information Centre for International Credentials Web site:

https://www.cicic.ca/927/identify_the_organization_responsible_for_recognition.canada

Experience: One of the options below (a or b):

- a) The Bidder must demonstrate that each proposed pedagogical advisor, for each region, has at least 1,200 hours of experience since January 2013 supervising at least two language training teaching resources while delivering full-time and/or part-time English or French as a second language courses to adults, on an individual or group basis.

AND



At least 3,600 hours of teaching experience since January 2013 delivering full-time or part-time training for English or French as a second language courses to adults, on an individual or group basis using one or more of the following training programs:

- i. Programme de base de français au travail (PBFT)
- ii. Programme de français langue seconde (PFL₂) A, B or C: Programme de français langue seconde is a communication-based training program, developed by the CSPS, focusing on French in the workplace. This program has been used for teaching French as a second language at the beginner and intermediate levels (levels A and B) and at the advanced level (level C).
<https://publications.gc.ca/site/eng/search/LanguageLearningProductsCatalogueAB.html>
- iii. Communicative English at Work Program (CEWP): Communicative English at Work Program is a communication-based program focusing on English in the workplace. It was developed by the CSPS and is used to teach English as a second language at the beginner and intermediate levels (levels A and B) and at the advanced level (level C).
<https://publications.gc.ca/site/fra/9.650788/publication.html>
- iv. a program used by a [recognized Canadian post-secondary institution](#).
- v. any other English or French as a second language adult education program.

OR

b) At least 8,400 hours of teaching experience since January 2003 delivering full-time or part-time training for English or French as a second language courses to adults, on an individuals or group basis using one or more of the following training programs:

- i. Programme de base de français au travail (PBFT)
- ii. Programme de français Langue second A, B or C (PFL₂): Programme de français langue seconde is a communication-based training program, developed by the CSPS, focusing on French in the workplace. This program has been used for teaching French as a second language at the beginner and intermediate levels (levels A and B) and at the advanced level (level C).
<https://publications.gc.ca/site/eng/search/LanguageLearningProductsCatalogueAB.html>
- iii. Communicative English at Work Program (CEWP): Communicative English at Work Program is a communication-based program focusing on English in the workplace. It was developed by the CSPS and is used to teach English as a second language at the beginner and intermediate levels (levels A and B) and at the advanced level (level C).
<https://publications.gc.ca/site/fra/9.650788/publication.html>



- iv. a program used by a [recognized Canadian post-secondary institution](#)
- v. any other English or French as a second language adult education program.

One full-time course is equivalent to a minimum of 12 consecutive weeks and a minimum of 30 hours per week.

One part-time course is equivalent to a minimum of 3 hours per week, a maximum of 14 hours per week and a minimum of 12 consecutive weeks.

One year of experience is equivalent to at least 1,200 hours over a maximum period of 12 consecutive months for teaching groups and/or individual learners.

6.2 Pedagogical Advisor responsibilities

The Pedagogical Advisor's responsibilities include, but are not limited to, the following:

- a) Act as the primary point of contact for CRA representative's and managers;
- b) Assume overall responsibility for the language training services provided to the CRA;
- c) Supervise, coach and guide the teaching resources and respond to any performance issues;
- d) Contact the CRA representative's immediately if any significant or recurrent learner-related issues arise;
- e) Provide language training when a replacement teaching resource cannot be found;
- f) Ensure teaching resources complete their reports correctly and on time as per the requirement set out in this document.
- g) Train the teachers, within the confines of the federal government's language training, using the French as a second language curriculum or English as a second language curriculum (see Attachment 6 to Annex A).

Supervision by the pedagogical advisor

The Pedagogical Advisor must conduct at least one in-class observation semi-annually of each teaching resource delivering training that falls under their responsibility to ensure that courses are being delivered in accordance with training program requirements and teaching methods are consistent with adult education principles. The Pedagogical Advisor may conduct additional observations if necessary. For each visit, the Pedagogical Advisor must record their observations in a written report. The following items are to be addressed in each report:

- a) Effective use of training material;
- b) Clear presentation of the training objectives;
- c) Selection of activities meeting the requirements of the group;
- d) Clear, concise explanations;
- e) Corrections consistent with adult education principles;
- f) Group dynamics – conducive to learning;



- g) Learner participation;
- h) Corrective measures or an action plan to address teaching resources shortcomings;

When pedagogical shortcomings are observed or pointed out, the Pedagogical Advisor must follow up with the teacher(s) and note the following in a report:

- a) Feedback to the teaching resource(s) following in-class observation;
- b) Implementation of an action plan to improve teaching techniques. The action plan could include training and coaching;
- c) Verification that action plan objectives have been met.

The CRA may, at its sole discretion, request and review the Pedagogical Advisors written reports and ensure that the Contractor has taken appropriate corrective measures.

The CRA may require the Contractor to conduct more frequent observations of teaching resources if it appears that a teaching resource requires more supervision.

6.3 Pedagogical Advisor's action in response to a complaint or for an intervention with learners

Pedagogical Advisors must conduct all learner interventions, upon the request of a learner or the CRA Representative, or if a Pedagogical Advisor noticed a need for an intervention. Learner interventions may be required when a learner's behaviour disrupts the training. Examples of this would be absenteeism, tardiness, difficulty with other learners or difficulty with the teacher. Pedagogical Advisors must provide an intervention report summarizing the situation, along with corrective measures, to the CRA representative and, when requested, the CRA Project Authority, on the business day following the request from the learner or CRA representative, or following the Pedagogical Advisor's notice of the need for an intervention. The Pedagogical Advisor must also ensure that virtual classroom pedagogical practices are suited to learners' needs.

Pedagogical Advisors must conduct all teaching resource interventions following receipt of a complaint regarding a teacher. Pedagogical Advisors will notify the CRA representative within two business days of receipt of a complaint regarding a teacher. In addition, the Pedagogical Advisor must provide the CRA representative by email, with a detailed written summary on the proposed teaching practices and interventions. The summary must be submitted no later than five business days after the Pedagogical Advisor becomes aware of a complaint, unless informed otherwise by the CRA representative or the CRA Project Authority.

6.4 Training welcome session for new learners



The Pedagogical Advisor must prepare a virtual welcome session for the learners at the beginning of their training, covering at least the training program delivery and the roles and responsibilities of the teaching resources and Pedagogical Advisors. This welcome session can be delivered by either the Pedagogical Advisors or by the teachers.

The welcome session will be delivered in the first language (English or French) of the learners.

7.0 Teaching Resources

7.1 Teaching resources qualifications

The Contractor is responsible for providing teaching resources for the duration of the contract and ensuring that teaching resources meet the experience and education requirements outlined herein. The Contractor Representative must certify that each teaching resource providing services under this contract meet the experience and education requirements below. The certification found at Attachment 2 to Annex A: Teaching Resource Qualifications Certification must be individually completed and signed by the Contractor Representative for every teaching resource providing services under this contract, prior to the teaching resource being engaged to provide said services to the CRA. The certification must be provided to the CRA Project Authority and the Contracting Authority via email. The CRA requires that all teaching resources must meet the following experience and education requirements:

Education:

One of the options below (a or b):

- a) Must have a bachelor's degree from a recognized Canadian university listed in Attachment 9 to Annex A: Statement of Work– List Accepted Bachelor's Degrees and Certificates section 1.0 Bachelor's Degrees

OR

- b) Must have a bachelor's degree from a recognized Canadian university not on the list of accepted degrees Attachment 9 to Annex A: Statement of Work– List Accepted Bachelor's Degrees and Certificates section 1.0 Bachelor's Degrees;

AND

Must have a certificate from recognized Canadian institution listed in Attachment 9 to Annex A: Statement of Work– List Accepted Bachelor's Degrees and Certificates, section 2.0 Certificates.



In cases where the degree was obtained from an institution outside Canada, only an equivalency certificate from an accredited institution recognizing the credentials as Canadian equivalences will be accepted. These institutions include the credential assessment services of the federal or provincial governments and the International Credential Assessment Service of Canada, as well as others recognized as credential assessment services for comparing degrees and diplomas to Canadian standards and identified on the Canadian Information Centre for International Credentials Web site:

https://www.cicic.ca/927/identify_the_organization_responsible_for_recognition.canada

Experience:

One of the options below (a or b):

- a) Since January 2013, a minimum of 600 hours of experience teaching English or French second language to adults.

OR

- b) A minimum of 2400 hours of experience teaching English or French as a second language to adults.

Each teaching resource must have received training on how to teach all levels of the Programme du français langue seconde (PFL2) or Communicative English at work (CEWP) depending on which official language they teach. The training material is available through the Government of Canada Publications website at

<http://publications.gc.ca/site/eng/browse/specializedCatalogues.html>

The CRA reserves the right to verify a teacher's qualifications at any time during the period of the contract. Should the CRA find that a teaching resource does not possess the minimum experience or education requirements identified herein, the CRA will notify the Contractor who must replace the teaching resource no later than within two business days of the notification. When a teaching resource is being replaced as a result of the CRA finding that the teaching resource does not meet the minimum experience or education requirements, the replacement teaching resource's education and experience must be provided to the CRA Project Authority for verification.

If on two separate occasions during any six month period of the contract, starting with the contract start date, the CRA finds that a teaching resource does not meet the minimum experience or education requirements outlined herein, the CRA Contracting Authority may



request a meeting with the Contractor within 30 calendar days of the second reported instance of a teaching resource not meeting the minimum requirements. If, after meeting with the Contractor, there continues to be instances of the Contractor utilizing teaching resources not meeting the minimum experience or education requirements, the CRA may consider pursuing other measures available, including termination of the contract for default by the Contractor, in accordance with the section titled Default by the Contractor of 2035 General Conditions – Higher Complexity – Services.

7.2 Language Requirement of the teaching resource

Every teaching resource engaged by the Contractor must be proficient in the language being taught. Proposed resources must also be sufficiently proficient in the other official language so that they can explain concepts related to the language being taught. Teaching resources must be able to discuss with learners on matters related to their training in the first official language of the learner. The CRA reserves the right to verify that each teaching resource proposed by the Contractor is sufficiently proficient in both official languages.

7.3 Teaching resources responsibilities include, but are not limited to, the following teaching practices:

- a) Encourage the learner to communicate in the language being taught;
- b) Maximize the learners' speaking time;
- c) Choose varied activities relevant to the learners;
- d) Limit corrections on the basis of activity objectives and learners' needs;
- e) Evaluate the learners' progress on a regular basis as identified herein the statement of work, based on the learners' predetermined objectives;
- f) Know and follow the requirements for levels A, B and C as specified in the Qualification Standards in Relation to Official Languages (see the links to this document in section 3.0 herein);
- g) Refrain from questioning Second Language Evaluation (SLE), diagnostic or placement test results in front of other learners and from discussing results with anyone other than the learner due to the confidential nature of these tests, their content and results obtained;
- h) Deliver the course(s) using different instructional methods such as demonstrations, questions and answers, discussions, practical exercises, role-plays, visual supports and interactive discussions with the participants (2-way communication);
- i) Provide learners with regular feedback on their strengths and weaknesses in relation to the targeted objectives;
- j) Take into account the needs, interests and experience of learners, as well as different learning styles, while conducting learning activities;
- k) Demonstrate support for the CRA's values of integrity, professionalism, respect and co-operation. Teaching resources must act professionally and avoid making offensive



remarks. Comments and opinions must be directly related to the topics covered, and must not aim at blaming or degrading specific individuals or the CRA;

- l) Encourage participation and learning by asking questions and provide constructive feedback to the learner;
- m) Ensure balanced participation from all learners;
- n) Ensure a positive learning environment where all participants feel comfortable and are motivated to share their individual experience and expertise with each other;
- o) Provide one-on-one instruction for learners to address progress issues, in a manner that does not disrupt group instruction; and
- p) Communicate with the learners in the official language (English or French) of the learners' choice when providing explanations and instructions in order to facilitate technical comprehension of the material being taught. For example, teaching resources must be able to clearly explain why certain grammar rules exist and must do so in the first language of the learners.

7.4 Teaching resource absences

The Contractor and the teaching resource must immediately notify the responsible CRA Representative and the appropriate learners by email when a teaching resource cannot be present for a scheduled class.

The Contractor must have replacement teaching resources on standby. However, if more than one teaching resource is absent, replacement teaching resources are not available and the Pedagogical Advisor cannot step in as a temporary replacement, class time will have to be made up at no cost to the CRA. The make-up class date and time will be discussed and mutually agreed upon between the Contractor and the responsible CRA Representative based on availability of learners.

The Contractor must have a back-up teaching resource available for the entire duration of any of the scheduled language training, in the event the primary teaching resource is not able to deliver the full class. The back-up teaching resource must continue to deliver the session until the primary teaching resource is able to return. Alternatively the Contractor may choose to keep the back-up teaching resource delivering the given session through to the end of the session.

If the number of absences or instances of lateness per teaching resource exceeds three per month the CRA may, at its sole discretion, request the Contractor to permanently replace the teaching resource.

7.5 Teaching resource replacement



The CRA will submit a written request by email to the Contractor to replace any teaching resource whose services are deemed unsatisfactory. For example, if the teaching resource's behaviour does not comply with the CRA's core values of professionalism, respect, integrity and co-operation, or if based on the satisfaction questionnaire administered internally by the CRA and completed by learners (see section 8.2), the teaching standards do not meet expectations.

The Contractor will have two business days to find a replacement teaching resource.

If a teaching resource has to be replaced due to circumstances beyond the Contractor's control, the Contractor must also replace the resource within two business days.

If the Contractor is at any time unable to provide the services of a teaching resource designated for this contract, the Contractor will provide the services of a replacement with equivalent or greater qualifications and experience, while at minimum meeting the experience and education requirements identified in section 7.1. The Contractor will bear the cost of any training required by the replacement teaching resource or to bring the teaching resource up to speed with the class they are taking over teaching.

In no case shall the Contractor have work performed by a teaching resource or Pedagogical Advisor not meeting the experience and education requirements set out herein.

8.0 Program Monitoring and Quality Control Services

8.1 Program assessment

The CRA, in co-operation with the Contractor, will monitor and evaluate the effectiveness of the language training program on an ad-hoc basis to ensure that the learners' objectives are met.

8.2 Satisfaction questionnaire

Before the end of their language training, learners may be asked to complete a questionnaire developed by the CRA concerning their satisfaction with their language training and services received from the Contractor. Respondents will give feedback regarding to the administrative services, the teachers, and their overall experience. Upon the Contractor's request, the CRA may provide the Contractor with a summary of the responses received.

9.0 Technical Requirements

The Contractor must use the MS Teams platform for training delivery.

The Contractor will ensure that teaching resources are trained to use of this platform.



All resources must also be comfortable with computer tools (cameras, video, audio, virtual platform, etc.).

10.0 Time Zones:

The Contractor must be able to provide virtual language training to learners for their respective service area time zones as detailed below following **(to be updated following results of the Request for Proposals process)** :

Regions	Time Zones
Atlantic (New Brunswick, Prince Edward Island, Nova Scotia, and Newfoundland and Labrador)	Atlantic Time Zone Newfoundland Time Zone
Western (British Columbia, Alberta, Saskatchewan, and Manitoba)	Pacific Time Zone Mountain Time Zone Central Time Zone

11.0 Meetings

11.1 Contract Kick-Off meeting

Within five business days after contract award, the CRA will organize an initial kick-off meeting with the Contractor. At a minimum, the Contractor's Representative must attend this meeting to discuss the contractual roles and responsibilities, tasks and deliverables. This meeting will be conducted through the MS Teams platform.

11.2 Additional meetings

The CRA and the Contractor Representative may meet on an ad-hoc basis to discuss other various matters related to language training. The meetings will enable the Contractor and the CRA Project Authority to convey ideas and suggestions on matters such as course changes, objectives, materials, the management of the program and emerging trends in the language training field. These meetings will be conducted through the MS Teams platform .

12.0 Support provided by CRA

The CRA will provide the following support:

- a) Provide information about each learner (e.g. name and contact details) so that the Contractor can contact and schedule each learner for training;
- b) Supply learners with the necessary equipment to attend virtual training;



- c) Address any issues with learners after being notified of an issue by the Contractor; and
- d) Oversee the provision of language training programs against the terms of the Contract.

13.0 Constraints

- a) The CRA may, at its sole discretion conduct in-class observations of teaching resources delivering training to ensure they follow the teaching requirements set forth in this statement of work. The CRA will provide a minimum of two weeks advance notification to the Contractor prior to conducting any in-class observation. The observations may be performed by the CRA Project Authority, Contracting Authority or any other individual(s) designated by the CRA.
- b) The virtual platform must not be used to record classroom sessions where the voices and/or images of learners appear. This function, which is often available in this type of platform, must be deactivated when the voice and/or image of the learners appear.

14.0 Environmental Considerations

As of April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Hence, in the near future, all government procurement will include more demanding environmental criteria to encourage product/service Offerors to improve their operations to reduce their negative impact on the environment.

14.1 Environmental Properties Behaviour Recommended

Paper consumption:

- a) Provide and transmit draft reports and final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the CRA Project Authority.
- b) Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- c) Recycle unneeded printed documents (in accordance with Security Requirements).



ATTACHMENTS TO ANNEX A, STATEMENT OF WORK

Attachment 1, Approximate Historical Demand for Language Training

Attachment 2, Teaching resource qualifications certification

Attachment 3, Progress Reports

Attachment 4, End-of-session assessment

Attachment 5, Contractor Quarterly Report

Attachment 6, Language Training Curriculum

Attachment 7, Task Authorization Form Full-Time Language Training

Attachment 8, Task Authorization Form Part-Time Language Training

Attachment 9, List Accepted Bachelor's Degrees and Certificates


Attachment 1 to Annex A: Approximate Historical Demand for Language Training
Full-Time Language Training Statistics

Number of learners in full-time language training		
Year	Atlantic	Western
2019-2020	19	16
2020-2021	18	7
2021-2022	25	2

Number of learners in full-time language training - Individual		
Year	Atlantic	Western
2019-2020	13	16
2020-2021	11	7
2021-2022	15	2

Number of learners in full-time language training – by language				
Year	Atlantic		Western	
	English	French	English	French
2019-2020	0	19	0	16
2020-2021	1	17	0	7
2021-2022	0	25	0	2

Part-Time Language Training Statistics

Number of learners in part-time language training		
Year	Atlantic	Western
2019-2020	187	224
2020-2021	111	46
2021-2022	186	111

Number of learners in part-time language training - Individual		
Year	Atlantic	Western
2019-2020	23	2
2020-2021	22	0
2021-2022	26	1



Number of learners in part-time language training – by language				
Year	Atlantic		Western	
	English	French	English	French
2019-2020	26	161	18	206
2020-2021	8	103	9	37
2021-2022	27	159	18	93



Attachment 2 to Annex A: Teaching resource qualifications certification

The Contractor hereby certifies that the proposed Language Training teaching resource, _ *(Contractor to insert name of teacher)* meets the experience and education requirements of contract number *(to be inserted at contract award)*, as copied below.

The Contractor also certifies its understanding that if the Contractor employs any teacher resource(s) not meeting the minimum experience and education requirements of contract number *(to be inserted at contract award)*, to provide Language Training services under said contract, the CRA reserves the right to enforce the procedures outlined in section 7.1 Teaching Resource Qualifications.

The CRA requires that all teaching resources meet the following education and experience requirements:

Education:

One of the option below from a:

- a) Must have a bachelor's degree from a recognized Canadian university listed in Attachment 9 to Annex A: Statement of Work– List Accepted Bachelor's Degrees and Certificates section 1.0 Bachelor's Degrees

OR

Must have a bachelor's degree from a recognized Canadian university not on the list of accepted degrees Attachment 9 to Annex A: Statement of Work– List Accepted Bachelor's Degrees and Certificates section 1.0 Bachelor's Degrees;

AND

- b) Must have a certificate from recognized Canadian institution listed in Attachment 9 to Annex A: Statement of Work– List Accepted Bachelor's Degrees and Certificates, section 2.0 Certificates.

In cases where the degree was obtained from an institution outside Canada, only an equivalency certificate from an accredited institution recognizing the credentials as Canadian equivalences will be accepted. These institutions include the credential assessment services of the federal or provincial governments and the International Credential Assessment Service of Canada, as well as others recognized as credential assessment services for comparing degrees



and diplomas to Canadian standards and identified on the Canadian Information Centre for International Credentials Web site:

https://www.cicic.ca/927/identify_the_organization_responsible_for_recognition.canada

Experience:

One of the options below (a or b):

- i. Since January 2013, a minimum of 600 hours of experience teaching English or French second language to adults.

OR

- ii. A minimum of 2400 hours of experience teaching English or French as a second language to adults.

Each teaching resource must have received training on how to teach all levels of the Programme du français langue seconde (PFL2) or Communicative English at work (CEWP) depending on which official language they teach. The training material is available through the Government of Canada Publications website at

<http://publications.gc.ca/site/eng/browse/specializedCatalogues.html>

Date:

Signature:

Name:

Title:

(Title of duly authorized representative of the Contractor)



For:

(Name of the Contractor)



Attachment 3 to Annex A – Progress Reports

Mid-session progress report for part-time language training

To obtain a sample of the Mid-Session progress report for part-time language training, please contact the Contracting Authority listed under section 7.9 Authorities.

Monthly progress report for full-time language training

To obtain a sample of the Monthly progress report for full-time language training, please contact the Contracting Authority listed under section 7.9 Authorities.



Attachment 4 to Annex A – End-of-session assessment

End-of-session assessment for full-time and part-time language training

To obtain a sample of the End-of-session assessment for full-time and part-time language training, please contact the Contracting Authority listed under section 7.9 Authorities.

Attachment 5 to Annex A – Contractor Quarterly Report

Vendor monitoring template

To obtain a sample of the Contractor Quarterly Report_Vendor monitoring template, please contact the Contracting Authority listed under section 7.9 Authorities.

Attachment 6 to Annex A – Language Training Curriculum

English as a second language curriculum

To obtain a sample of the Language Training Curriculum ESL - EN, please contact the Contracting Authority listed under section 7.9 Authorities.

French as a second language curriculum

To obtain a sample of the Language Training Curriculum FSL - EN, please contact the Contracting Authority listed under section 7.9 Authorities.

Attachment 7 to Annex A: Task Authorization Form Full-Time Language Training

AUTHORIZATION OF SERVICES TO BE PERFORMED ON AN AS AND WHEN REQUESTED BASIS

Contractor		Contract No.	
Date (dd-mm-yyyy)		Request type	
LEARNER'S INFORMATION / INFORMATION DE L'APPRENANT			
Learner's name		Email	
Availability date			
Branch or Region			
DESCRIPTION OF WORK TO BE PERFORMED			
Language of training		Type of Training	
Estimated number of hours		Hourly rate	
Location of training		Accommodations	
Accommodation details (if applicable)			
Diagnostic test results			
Starting lesson		Estimated Duration	
Learning Pace			
Comments			
CONTACT PERSONS			

Language Training Coordinator

Name			
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Telephone		Email	
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Learner's Manager

Name			
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Telephone		Email	
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Attachment 8 to Annex A: Task Authorization Form Part-Time Language Training

AUTHORIZATION OF SERVICES TO BE PERFORMED ON AN AS AND WHEN REQUESTED BASIS

Contractor		Contract No.	
Date (dd-mm-yyyy)		Request type	
Branch or Region			
DESCRIPTION OF WORK TO BE PERFORMED			
Language of training		Service requested	
Total hours and Session		# of hours per week	
If «other», please specify			
Hourly rate		Number of learners*	
Placement test rate		Placement tests required*	
Groups created by		Training location / lieu de formation	Virtual
If training on CRA site, please specify exact location, date and time			

*See second page for learner(s) information and placement test needs

CONTACT PERSON			
CRA Representative			
Name			
Telephone		Email	

	Name(s) of employee(s)	SLE Results	Placement test required	Telephone	E-mail



Attachment 9 to Annex A: List Accepted Bachelor's Degrees and Certificates

1.0 Bachelor's Degrees

Teaching and Education Sciences

Bachelor of Education with specialization in teaching of French at secondary school level

Bachelor of Education with specialization in teaching French as a second language

Bachelor of Education with specialization in teaching of English at secondary school level

Bachelor of Education with specialization in teaching English as a second language

Bachelor of Education with specialization in teaching at the preschool and elementary school level

Bachelor of Education with specialization in teaching at the secondary school level
(Mathematics, History, Geography, etc.)

Bachelor of Education with specialization in special education

Bachelor of Education with specialization in educational administration

Bachelor of Education with specialization in adult education

Bachelor of Education with specialization in the art or science of teaching (didactics)

Bachelor of Education with specialization in remedial education

Bachelor of Education with specialization in orthodidactics and learning of French

Bachelor of Education with specialization in pedagogical psychology

Bachelor of Education with specialization in education intervention - Master's or PhD degree in
Education Microprogram: Educational Integration of Information and Communication
Technologies (ICT)

Communications

Translation

Professional Writing

Public Communications and Journalism



Communication

Languages and Literature

Linguistics

French Literature

English Literature

English Literature and Linguistics

French Literature and Linguistics

Literary Studies (French or English) | French Studies / English Studies

Creative Writing (French or English)

Language Didactics (French or English)

Journalism

Combined Bachelor's Degree in French Language Studies and Professional Editing

Modern Languages and Cultures

Foreign Languages and Literature

Cognitive Science of Language

Comparative Literary Studies

Other

Philosophy

Arts / theatre / performing arts

History

Political science

Social sciences

Theology



Psychology

Anthropology

Sociology Law

2.0 Certificates

Note: for a certificate to be acceptable, it requires a minimum of 140 hours of classes.

Certificate in Teaching French as a Second Language

Certificate in Teaching English as a Second Language

Certificate in Teaching French as a Foreign Language

Certificate in Teaching English as a Foreign Language

Certificate in Specialized Teaching of a Second Language

Certificate in Journalism

Certificate of Proficiency in Professional Writing

Certificate in Adult Education

Adult Teaching and Training Certificate

**Annex B: Basis of Payment**

NOTE TO BIDDERS: Tables to be completed at contract award based on the successful Bidder(s)' Financial Proposal at Attachment 3.

1.0 Initial period of the Contract

In consideration of the Contractor satisfactorily completing all of its obligations of the orders created under the contract, the Contractor will be paid a firm all-inclusive hourly price per learner and a firm all-inclusive price per test in Canadian dollars, Delivered Duty Paid (DDP, customs duties and excise taxes included, where applicable, GST/HST extra, as applicable), for the delivery of language training services outlined in Annex A: Statement of Work in accordance with the tables below.

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

1.1 REGION 1A- ATLANTIC Training Format in English - Contract Year 1 and 2

Training Format - English	Firm all-inclusive hourly price per Learner	Firm all-inclusive hourly price per Learner
	CONTRACT YEAR 1	CONTRACT YEAR 2
Virtual Full-Time Group (3 to 6 learners) - English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Full-Time Individual - English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Part-Time Group (number of learners) - English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Part-Time Individual - English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Part-Time Individual Telephone Tutoring- English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual preparation for the Second language evaluation oral interaction assessment level C - English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>



Tests	Firm all-inclusive price per test	Firm all-inclusive price per test
	CONTRACT YEAR 1	CONTRACT YEAR 2
Placement Test	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Diagnostic Test	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>

1.2 REGION 1B- ATLANTIC Training Format in French - Contract Year 1 and 2

Training Format - French	Firm all-inclusive hourly price per Learner	Firm all-inclusive hourly price per Learner
	CONTRACT YEAR 1	CONTRACT YEAR 2
Virtual Full-Time Group (3 to 6 learners) - French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Full-Time Individual - French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Part-Time Group (number of learners)- French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Part-Time Individual - French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Part-Time Individual Telephone Tutoring- French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual preparation for the Second language evaluation oral interaction assessment level C - French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Tests	Firm all-inclusive price per test	Firm all-inclusive price per test
	CONTRACT YEAR 1	CONTRACT YEAR 2
Placement Test	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Diagnostic Test	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>

**1.3 REGION 2A- WESTERN Training Format in English - Contract Year 1 and 2**

Training Format - English	Firm all-inclusive hourly price per Learner	Firm all-inclusive hourly price per Learner
	CONTRACT YEAR 1	CONTRACT YEAR 2
Virtual Full-Time Group (3 to 6 learners) - English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Full-Time Individual - English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Part-Time Group (number of learners)- English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Part-Time Individual - English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Part-Time Individual Telephone Tutoring- English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual preparation for the Second language evaluation oral interaction assessment level C - English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Tests	Firm all-inclusive price per test	Firm all-inclusive price per test
	CONTRACT YEAR 1	CONTRACT YEAR 2
Placement Test	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Diagnostic Test	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>

1.4 REGION 2B- WESTERN Training Format in French - Contract Year 1 and 2

Training Format - French	Firm all-inclusive hourly price per Learner	Firm all-inclusive hourly price per Learner
	CONTRACT YEAR 1	CONTRACT YEAR 2
Virtual Full-Time Group (3 to 6 learners) - French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>



Virtual Full-Time Individual - French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Part-Time Group (number of learners)- French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Part-Time Individual - French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Part-Time Individual Telephone Tutoring- French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual preparation for the Second language evaluation oral interaction assessment level C - French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Tests	Firm all-inclusive price per test	Firm all-inclusive price per test
	CONTRACT YEAR 1	CONTRACT YEAR 2
Placement Test	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Diagnostic Test	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>

2.0 Option to extend the term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended periods of the Contract specified below, the Contractor will be paid a firm all-inclusive hourly price per learner and a firm all-inclusive price per test in Canadian dollars, Delivered Duty Paid (DDP, customs duties and excise taxes included, where applicable, GST/HST extra, as applicable, for the delivery of language training services outlined in Annex A: Statement of Work in accordance with the tables below.

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



2.1 REGION 1A- ATLANTIC Training Format in English – Option Year 1 to 3

Training Format - English	Firm all-inclusive hourly price per Learner OPTION YEAR 1	Firm all-inclusive hourly price per Learner OPTION YEAR 2	Firm all-inclusive hourly price per Learner OPTION YEAR 3
Virtual Full-Time Group (3 to 6 learners) - English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Full-Time Individual - English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Part-Time Group (number of learners)- English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Part-Time Individual - English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Part-Time Individual Telephone Tutoring- English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Preparation for the Second language evaluation oral interaction assessment level C - English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Tests	Firm all-inclusive price per test OPTION YEAR 1	Firm all-inclusive price per test OPTION YEAR 2	Firm all-inclusive price per test OPTION YEAR 3
Placement Test	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Diagnostic Test	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>

**2.2 REGION 1B- ATLANTIC Training Format in French – Option Year 1 to 3**

Training Format - French	Firm all-inclusive hourly price per Learner	Firm all-inclusive hourly price per Learner	Firm all-inclusive hourly price per Learner
	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3
Virtual Full-Time Group (3 to 6 learners) - French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Full-Time Individual - French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Part-Time Group (number of learners)- French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Part-Time Individual - French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Part-Time Individual Telephone Tutoring- French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Preparation for the Second language evaluation oral interaction assessment level C - French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Tests	Firm all-inclusive price per test	Firm all-inclusive price per test	Firm all-inclusive price per test
	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3
Placement Test	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Diagnostic Test	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>

2.3 REGION 2A- WESTERN Training Format in English – Option Year 1 to 3

Training Format - English	Firm all-inclusive hourly price per Learner	Firm all-inclusive hourly price per Learner	Firm all-inclusive hourly price per Learner
	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3



Virtual Full-Time Group (3 to 6 learners) - English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Full-Time Individual - English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Part-Time Group (number of learners)- English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Part-Time Individual - English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Part-Time Individual Telephone Tutoring- English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Preparation for the Second language evaluation oral interaction assessment level C - English	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Tests	Firm all-inclusive price per test	Firm all-inclusive price per test	Firm all-inclusive price per test
	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3
Placement Test	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Diagnostic Test	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>

2.4 REGION 2B- WESTERN Training Format in French – Option Year 1 to 3

Training Format - French	Firm all-inclusive hourly price per Learner	Firm all-inclusive hourly price per Learner	Firm all-inclusive hourly price per Learner
	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3
Virtual Full-Time Group (3 to 6 learners) - French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Full-Time Individual - French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Virtual Part-Time Group (number of learners)- French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>



Virtual Part-Time Individual - French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Part-Time Individual Telephone Tutoring- French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Preparation for the Second language evaluation oral interaction assessment level C - French	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Tests	Firm all-inclusive price per test	Firm all-inclusive price per test	Firm all-inclusive price per test
	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3
Placement Test	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>
Diagnostic Test	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>	<i>To be completed at contract award</i>

3.0 Cancellation and Postponement of Language Training Session

The Contractor will be paid in accordance to Attachment 1 to Annex B, Cancellation Postponement and Learner Substitution of Language Training Sessions.

ALL PAYMENTS ARE SUBJECT TO GOVERNMENT AUDIT



Attachment 1 to Annex B

Cancellation, Postponement and Learner Substitution of Language Training Sessions.

The CRA may at any time before the training start date, cancel or postpone the training in whole or in part. The Contractor will be notified in writing of the postponement or cancellation. The cancellation or postponement may apply to one or more group sessions or one or more individuals.

The following fees will apply for each situation listed below:

1. **Cancellation or postponement of training** (Full-Time and Part-Time Group and Individual, Telephone Tutoring and Preparation for the Second language evaluation oral interaction assessment level C) When a notice is provided to the Contractor email address *(to be inserted at contract award)* **10 business days or more prior to the training scheduled start date** there will be **no fee** for cancellations or postponements of training session(s).
2. **Cancellation of training** (Full-Time and Part-Time Group and Individual, Telephone Tutoring and Preparation for the Second language evaluation oral interaction assessment level C) when a notice is provided to the Contractor email address *(to be inserted at contract award)* with **less than 10 business days before the scheduled start date of the training session(s), or after the commencement of the training session(s)**, the Contractor will be paid the equivalent of the number of scheduled teaching hours per learner for the next 10 business days following the cancellation notice.
3. **Postponement of training** (Full-Time and Part-Time Group and Individual, Telephone Tutoring and Preparation for the Second language evaluation oral interaction assessment level C) **when a notice is provided with less than 10 business days before the scheduled start date of the training session(s), or after the commencement the training session(s):**
 - a) There will be **no fees** for training sessions postponed less than 10 business days before the scheduled start date.
 - b) The Contractor will be paid in accordance with paragraph 2. above, if training is postponed less than 10 business days before the scheduled start date, and the CRA subsequently decides to cancel the training before it starts.
4. **Learner substitution** (Full Time and Part-Time Group Training only)
 - a) Immediate substitution: The Contractor will not be paid cancellation fees if the CRA immediately substitutes another learner for a learner whose training is cancelled (i.e. there is no time gap between the learner whose training was cancelled and the substitute learner joining the session).



- b) **Delayed substitution:** If there is a time gap between the end date of the cancelled training and the start date of the substitute learner(s), then the Contractor will be paid the number of ordered teaching hours per learner during the time gap (starting on the day after the notice is given to the day before the effective start date) or the number of ordered teaching hours for the next 10 business days following the cancellation notice, whichever is less.

5. Cancellation or postponement of training (due to unforeseeable circumstances (for example: acts of God, fire, flood, accident, terrorism, strike, epidemic or disease, industrial disputes, etc.)
(Full-Time and Part-Time Group and Individual, Telephone Tutoring and Preparation for the Second language evaluation oral interaction assessment level C)

In the event of unforeseeable circumstances:

- a) The CRA may postpone the training for a maximum period of 10 business days (Postponement Period). There will be **no fees** for training sessions during the Postponement Period.
- b) Before the end of the Postponement Period, the CRA will, on a case by case basis, proceed by selecting one or more of the following options:
 - i. Resume the training without changes: The Contractor will not be paid for the scheduled training during the Postponement Period.
 - ii. Cancel the training: The Contractor will be paid the equivalent of the number of scheduled training hours per learner during the postponement period, or up to 10 business days, whichever is less.
 - iii. Revise the method of training: The CRA may, at its sole discretion, revise the learners existing training method to another method (e.g. Telephone Tutoring). The Contractor will be paid the rate corresponding to the revised method of training.
 - iv. Make other arrangements upon mutual agreement between CRA and the Contractor.

No other fees or compensation of any kind shall be payable by the CRA.

Summary and Examples:

The following table and examples are provided to demonstrate possible cancellation and postponement situations and how the Contractor will be paid in each situation.



Training Format	Notice to the Contractor:	Contractor will be paid:
Full-Time Group, Full-Time Individual Part-Time Group Part-Time Individual Part-Time Individual Telephone Tutoring Preparation for the Second language evaluation oral interaction assessment level C	Cancellation or Postponement of training: If notice is provided to the Contractor with 10 or more business days before the scheduled start date of the training session(s)	\$0.
Full-Time Group, Full-Time Individual Part-Time Group Part-Time Individual Part-Time Individual Telephone Tutoring Preparation for the Second language evaluation oral interaction assessment level C	Cancellation of training: If notice is provided to the Contractor with less than 10 business days before the scheduled start date of the training session(s) or after the commencement of the training session(s)	The equivalent of the number of ordered or scheduled teaching hours per learner for the next 10 business days following the cancellation notice.
Full-Time Group, Full-Time Individual Part-Time Group Part-Time Individual Part-Time Individual Telephone Tutoring Preparation for the Second language evaluation oral interaction assessment level C	Postponement of training when notice is provided with less than 10 business days before the scheduled start date of the training session(s), or after the commencement the training session(s)	If the training is postponed with less than 10 business days, the CRA shall not pay the Contractor any fees If training is postponed less than 10 business days before training starts, and after postponing the training, the CRA decides to cancel the training before it starts the cancellation fees for notice of less than 10 business days will apply.



<p>Full-Time Group, Part-Time Group</p>	<p>Learner substitution</p>	<p>a) Immediate substitution: The CRA shall not pay the Contractor cancellation fees if the CRA immediately substitutes another learner for a learner whose training is cancelled (no time gaps between the learner whose training was cancelled and the substitute learner).</p> <p>b) Delayed substitution: If there is a time gap between the end date of the cancelled training and the start date of the substitute learner(s), then Contractor will be paid the number of ordered teaching hours per learner during the time gap (starting on the day after the notice is given to the day before the effective start date) or the number of ordered teaching hours for the next 10 business days following the cancellation notice, whichever is less.</p>
<p>Full-Time Group, Full-Time Individual Part-Time Group Part-Time Individual Part-Time Individual Telephone Tutoring</p>	<p>Cancellation or postponement of training due to unforeseeable circumstances (for example: acts of God, fire, flood, accident, terrorism, strike, epidemic or disease, industrial disputes, etc.)</p>	<p>Due to unforeseeable circumstances:</p> <ol style="list-style-type: none"> 1. The CRA may postpone the training for a maximum period of 10 business days (Postponement Period). The Contractor will not charge the CRA for the scheduled training during the Postponement Period.



<p>Preparation for the Second language evaluation oral interaction assessment level C</p>		<p>2. Before the end of the Postponement Period, the CRA will, on a case by case basis, proceed by selecting one or more of the following options:</p> <ul style="list-style-type: none">i. Resume the training without changes, The Contractor will not charge the CRA for the scheduled training during the Postponement Periodii. Cancel the training: in which case the Contractor will be paid the equivalent of the number of scheduled training hours per learner during the postponement period, or up to ten business days, whichever is less.iii. Make other arrangements upon mutual agreement between CRA and the Contractor.
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Examples:

Example 1: The CRA ordered Full-time Group training for 35 hours a week for eight weeks, starting March 2, 2023 until April 27, 2023. If notice to cancel the training in its entirety is sent to the Contractor on April 3, 2023 (cancellation after commencement of the training session), the Contractor will be paid a maximum of 70 hours per learner, which is equivalent to the number of hours ordered or scheduled for the next 10 business days.



Example 2: The CRA ordered Part-time Group training for 3 hours a week for 12 weeks, starting March 2, 2023 until May 25, 2023. If notice to cancel the training in its entirety is sent to the Contractor on April 6, 2023 (cancellation after the commencement of the training session), the Contractor will be paid a maximum of 6 hours per learner, which is equivalent to the number of hours ordered or scheduled for the next 10 business days.

Example 3: The CRA ordered Part-time Individual training for 4 hours a day, twice a week for 12 weeks starting March 2, 2023 until May 25, 2023. If notice to cancel the training in its entirety is sent to the Contractor end of day May 8, 2023 (cancellation after the commencement of the training session), the Contractor will be paid a maximum of 16 hours, which is equivalent to the number of scheduled hours remaining in the order.

Example 4: The CRA ordered Full-time Group training session for 35 hours a week for eight weeks starting March 2, 2023, until April 27, 2023. If notice to cancel the training in its entirety for one learner is sent to the Contractor on March 3, 2023 (cancellation after the commencement of the training session), the Contractor will be paid a maximum of 70 hours for the learner, which corresponds to the number of hours ordered for the next 10 business days. However, if a learner substitution is made and the new learner starts on March 10, 2023, then the Contractor will be paid a maximum of 35 hours for the cancelled training, which is the number of hours ordered that occurred during the five-day time gap of March 2 – March 10.



Annex C: Security Requirements Check List (SRCL)

Government of Canada / Gouvernement du Canada	Contract Number / Numéro du contrat 1000406454
	Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine Canada Revenue Agency (CRA)		2. Branch or Directorate / Direction générale ou Direction Human Resources Branch
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail Virtual Language Training Services		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required - Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciales sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103 (2004/12)

Security Classification / Classification de sécurité
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Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat: 1000406454
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
RELIABILITY STATUS / COTE DE FIABILITE, CONFIDENTIAL / CONFIDENTIEL, SECRET / SECRET, TOP SECRET / TRÈS SECRET, etc.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
11. b) Will the supplier be required to safeguard COMSEC information or assets?

PRODUCTION
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?



Contract Number / Numéro du contrat 1000406454
Security Classification / Classification de sécurité

PART C (continued) / PARTIE C (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉE			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media Support TI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité
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Attachment 1 to Annex C – Additional Security Instructions

Information Security Requirements

The Contractor must ensure that:

- access to CRA Protected information and systems containing CRA Protected information is provided to cleared personnel and only on a need-to-know basis only;
- protected CRA information is not stored on cloud-based systems;
- computer systems have up-to-date anti-virus, anti-malware, anti-spyware, and security safeguards;
- computer systems storing CRA Protected information must be set with access control (as a minimum User Identification and password are to be used);
- screen savers pop-up after 15 minutes of session inactivity and require passwords to continue the session;
- all CRA Protected information is to be deleted or destroyed at the end of the Contract. Hard drives must be wiped, Portable Data Storage Devices (PDSD) such as USB/CD, must be sent back to CRA, and paper documents are to be shredded using a Cross cut shredder (2mm x 15mm)

Information Security Requirements for ***Standalone workstation***:

Standalone dedicated equipment (such as laptop) can be used to store and perform work on CRA Protected information;

The Contractor must ensure that:

- equipment storing CRA Protected information is fully encrypted to CRA standards (MS BitLocker is the CRA standard to fully encrypt hard drive of the standalone equipment);
- CRA Protected information must be stored on encrypted PDSD (Portable Data Storage Device):
 - USB devices must use
 - MS BitLockerToGo (BTG) is the CRA standard to encrypt USB devices;
 - CD devices must use
 - McAfee File and Removable Media Protection is one of the CRA standard to encrypt CD devices or;
 - WinZip is the other CRA standard to encrypt CD devices;
- PDSDs may not contain a mix of CRA and non-CRA data;
- Protected information sent via email is contained in encrypted attachments (WinZip is one of CRA standard to encrypt attachments (using the CRA standard) – see below for additional security rules for using WinZip).

Information Security Requirements for ***Network server***:

Use of a network server can be used to store and perform work on CRA Protected information;



The Contactor must ensure that:

- computer systems storing CRA Protected information is fully encrypted to CRA standards;
- network folder structure is created , permissions established, and access is restricted to only employees that has a need-to-know.
- network folder structure does not contain a mix of CRA and non-CRA data

Additional security rules for sending zipped (WinZip) files via email:

The Contractor must ensure that:

- email subject lines do not contain any Protected information;
- protected data is not in the body text (description) of the email but within attached Zipped and Encrypted documents (in MS Word, Excel, or PowerPoint);
- the name of the Zipped file does not contain any Protected information;
- the encryption method is set to 256-bit AES;
- the password is not a word of the dictionary or a name;
- the password length is a minimum of 8 characters long;
- the password contains:
 - at least one lower case character (a-z),
 - at least one upper character (A-Z),
 - at least one numeric character (0-9), and
 - at least one symbol character (!, @, #, \$, %, ^, &, ...).
- the one time password must be provided via the telephone;
- the email is sent to one destination only (one email address).

Additional security rules for McAfee File and Removable Media Protection:

The Contractor must follow the following process to decrypt a CD/DVD:

- insert the encrypted CD/DVD into the optical drive. McAfee File and Removable Media Protection – Removable Media window will come up. If it does not automatically come up, navigate to the CD drive and run **MfeEERM.exe**.

Physical Security Requirements

The Contractor must:

- store CRA protected information in a locked container located in a locked room when not in use;
- store CRA protected waste in a locked container until it is returned to CRA to be destroyed;
- immediately report any actual or suspected loss, or unauthorized disclosure of information to CRA security official;



- immediately report any theft of CRA asset (laptop) to the Agency Operations Centre (AOC) of the Security and Internal Affairs Directorate at 1-866-362-0192 and to the functional authority for the contract.

IN TRANSIT

The Contractor must:

- exercise good judgment and ensure that every reasonable effort has been made to minimize the risk to CRA protected information or asset (laptop) at all times;
- secure CRA protected information and asset (laptop) in a locked briefcase when transporting the information. The briefcase must be tagged with a forwarding or return address and/or phone number of the contractors' office. While travelling by vehicle, the briefcase must be placed in a locked trunk, or out of sight in a locked vehicle;
- maintain control of the briefcase containing CRA protected information and are not to expose the material to others, while on public transit systems.

**Annex D : Synergy 2.0 Solution****1. Overview**

The Canada Revenue Agency’s (CRA’s) e-procurement solution for ordering, receiving and reconciling goods and services is an end-to-end e-procurement system based on the SAP Ariba platform and has been branded internally as “Synergy 2.0”.

The Ariba Network (AN) is a hosted service that enables suppliers and buyers to form relationships and conduct transactions over the internet. The CRA and the Contractor will use the AN to communicate order-related information, including, and without limitation:

- Purchase Orders (POs), change orders, and cancelled orders from the CRA to the Contractor; and
- Order confirmations and ship notices from the Contractor to the CRA.

2. Glossary of Terms

Advance ship notice	An advance ship notice is a document that the Contractor transmits using the Ariba Network to Synergy 2.0, stating that the Contractor is shipping one or more items from a Synergy 2.0 PO.
SAP Ariba	SAP Ariba is a cloud-based solution that allows suppliers and buyers to connect and do business on a single platform.
Ariba Network	Ariba Network (AN) is the network used to communicate between users of the Ariba software and the Contractor.
Comma Separated Values	A comma-separated values (CSV) file is a delimited text file that uses a comma to separate values.
Consignee Code	Location identifier where goods should be shipped to.
CSV	See Comma Separated Values
JPEG	A format for compressing electronic image files.
Order	Includes Purchase Orders, change orders and cancelled orders.
Purchase Order	A purchase order is the transaction generated by Synergy 2.0 against any given catalogue.
PO	See Purchase Order



Synergy 2.0	Synergy 2.0 is the Canada Revenue Agency’s branded implementation of the SAP Ariba. (See “SAP Ariba” above).
UNSPSC	United Nations Standard Product and Services Classification.

3. Operational Requirements

3.1 Ariba Network account

The Contractor must become a member of the AN and maintain its membership for the period of the Contract, including any option period if exercised.

The AN is an e-business solution that allows buyers and suppliers to transact using cloud technology. The CRA and the Contractor will use the AN to communicate PO related information:

- Communication of new POs, change orders and cancelled orders from the CRA to the Contractor.
- Communication of additional PO information and comments.
- Communication of order confirmation and ship notices from the Contractor to the CRA.
- Communication of PO returns.

The Contractor must establish a minimum of one production and one test AN account.

3.2 Synergy 2.0 catalogue

The Contractor must provide the CRA with a catalogue in a CSV format as defined under [section 4 Technical Requirements](#) below. The catalogue must include all goods and services as identified in the Annex A, Statement of Work and in accordance with the terms of the Contract.

The catalogue must include the information outlined in section 4.2, titled Catalogue Content for each good or services to be provided under the Contract. Product names and descriptions must be provided in both official languages (English and French).

The Contractor must provide an image file for each good (or service, if applicable) to be provided under the Contract.

The Contracting Authority must approve the catalogue before it will be made available in Synergy 2.0. All catalogue updates, scheduled or otherwise, will only go into effect after the CRA approves, tests and loads the revised catalogue.

3.3 PO Processing requirements



The Contractor must:

- Validate the contents of each PO to ensure accuracy.
- Send the following notices to the CRA via the AN:
 - Order confirmation within 30 minutes of receiving a PO, a change order or cancellation order from the CRA
 - An advance shipping notice when goods are shipped or services are rendered.
 - Invoice(s) for the goods delivered or services rendered.
- For returns for credit, send the CRA a credit memo within 5 days of receiving the returned item(s).
- Obtain written authorization from the CRA before rejecting an order.
- Virus-scan attachments sent over the AN by the Contractor, if any.

3.3.1 Delivery Destinations:

CRA Locations:

- The CRA will identify the delivery address by selecting the applicable consignee code for the delivery address to be included on the order.

3.4 Support

The Contractor must provide CRA with support:

- Through a single point of contact to allow CRA to report issues regarding maintenance and support of the catalogue and ordering problems as well as problem resolution updates.
- Support must be provided with coverage from 8:00AM to 5:00PM Eastern Time, Monday to Friday, excluding statutory holidays.
- For all incidents identified by either the Contractor or the CRA, the Contractor must adhere to the response time requirements detailed below. Incidents are assigned a tracking number, which will be communicated via email to the Contractor. Upon resolution, the Contractor must reply to the initial email with problem resolution details.

**Table 1: Response time requirements**

Severity level	Description	Response and resolution times
Severity 1	System outage – The Contractor can neither accept nor process POs.	The Contractor must immediately notify the CRA Contracting Authority. The Contractor must also issue progress reports and maintain communication (verbal and email) with the CRA every two hours until problem resolution, within business hours (8AM to 5PM Eastern Time, Monday to Friday, excluding statutory holidays). The Contractor must make every attempt to resolve the issue within 24 hours.
Severity 2	The system is operational, but with severely restricted functionality or degradation.	The Contractor must notify the CRA Contracting Authority within 30 minutes of occurrence. The Contractor must also issue a verbal and email progress report and maintain communication with the CRA every business day until problem resolution. The Contractor must make every attempt to resolve the issue within 48 hours.
Severity 3	The system is operational, but with functional limitations or restriction not critical to the overall operations.	The Contractor must notify the CRA Contracting Authority within 30 minutes of occurrence. The Contractor must also issue an email progress report and maintain communication when requested by the CRA. The Contractor must make every attempt to resolve the issue within five business days.

3.5 Contractor's automated interface

The Contractor may automate their interface to the AN. If they do, the Contractor must:

- Notify the CRA Contracting Authority of any changes to their interface system(s) a minimum of forty (40) business days in advance to allow the CRA to assess their impact on Synergy 2.0.
- Retest the ordering process against the requirements set out in the Contract and successfully complete a new Proof of Synergy 2.0 Compliance (PoSC) test before implementing the system changes.



4. Technical Requirements

4.1 Catalogue format

The catalogue must be created in a CSV format.

- All catalogues must be bilingual. The Contractor must enter two lines in their catalogue for each unique product: the first line will contain descriptions in English; the second line will contain descriptions in French.
- The Contractor must provide an image file for each unique good (or service, if applicable). The image file must be in jpeg format with a maximum size of 1MB – 250X250 pixels. The image file must be named with the exact name and case as stated in the Image field of the catalogue format file described in [section 4.2](#).
The Contractor must provide the catalogue and the image files to the CRA Contracting Authority by email, on USB or other electronic manner requested.

4.2 Catalogue content

The following table details the fields required from the Contractor in the catalogue.

Please note:

- Some content is case sensitive, as indicated.
- These fields form one line in the file. Each product must appear twice, one for the English descriptions and another for the French descriptions.

Table 2 – Catalogue technical requirements				
Field name	To be filled by	Maximum field size	Field type	Description
Supplier ID	CRA			Leave this field blank.
Supplier Part ID	Contractor	128	Characters, case-sensitive	The Contractor's part number. Special characters such as but not limited to , * ? and } are not supported.
Manufacturer Part ID	Contractor	128	Characters	The manufacturer's part number.
Item Description	Contractor	2,000	Characters	The product's long description in English or French; the language used must correspond to the language indicated in the Language field.



Table 2 – Catalogue technical requirements				
Field name	To be filled by	Maximum field size	Field type	Description
UNSPSC Code	Contractor	8	Integer number	The product commodity code in an eight digit UNSPSC format. For more information on UNSPSC codes and to search for UNSPSC code that best suits the product, refer to http://www.unspsc.org/ .
Unit Price	Contractor	10	Number with 2 decimal points	The CRA price for the product as per the contract.
Unit of Measure	Contractor	2	Characters, case-sensitive	UN or ANSI X.12 standard unit of measure; the product's UOM (for example, BX for box and EA for each).
Lead Time	Contractor	3	Integer number	The number of business days between receipt of the order and delivery to purchaser.
Manufacturer Name	Contractor	50	Characters	Contractor's name or name of manufacturer.
Supplier URL	Contractor	100	Characters	Contractor's website address, in the format http://...
Manufacturer URL	Contractor	100	Characters	Contractor's manufacturer's website address, in the format http://...
Market Price	Contractor	10	Number with 2 decimal points	The list price or suggested retail price.
Short Name	Contractor	50	Characters	The product's short name in English or French; the language used must correspond to the language indicated in the Language field.
Language	Contractor	5	Characters, case-sensitive	Use exactly: - en if the line is for an English product description or - fr for lines for a French product description.
Supplier Part Auxiliary ID	Contractor	5	Characters, case-sensitive	Use exactly: - en if the line is for an English product description or



Table 2 – Catalogue technical requirements				
Field name	To be filled by	Maximum field size	Field type	Description
				- fr for lines for a French product description.
Image	Contractor	50	Characters, case-sensitive	Name of the image file with jpeg extension. It may not contain special characters such as but not limited to , * ? and }. <i>Note: The image file sent to the CRA with the catalogue file must be named with the exact name stated in this column.</i>
Delete	CRA			Leave this field blank.
WHMIS	Contractor	3	Characters, case-sensitive	Identify hazardous materials. Use exactly: - Yes or No for English product descriptions or - Oui or Non for French product descriptions.
Green	Contractor	3	Characters, case-sensitive	Identify product is certified Ecologo, is green or is an environmentally preferred product identified with a label. Use exactly: - Yes or No for English product descriptions or - Oui or Non for French product descriptions.

5. Proof of Synergy 2.0 compliance test (PoSC)

A Proof of Synergy 2.0 Compliance test (PoSC) must be completed following written notification by the Contracting Authority to validate that the Synergy 2.0 requirements outlined in this Annex D are met. The PoSC test will be performed prior to contract award or during the contract period, at CRAs discretion, by exercising its irrevocable option to implement Synergy 2.0, as applicable.



The PoSC test must commence within five business days of the written notification and must be successfully finalized 20 business days thereafter. The testing period may be extended at the CRA's sole discretion.

The PoSC test will validate the mandatory AN relationship set-up, catalogue creation, PO processing and communication of order confirmations, order cancellations, ship notices, and invoices.

The CRA will appoint a CRA-coordinator as the Contractor's point of contact for the duration of the test. Detailed procedures, timelines and a description of roles and responsibilities will be provided to the Contractor at the onset of the PoSC test.

5.1 Preparation for PoSC test

The Contractor must meet the following prerequisites to initiate the PoSC:

- Be a member of the AN and have an AN account.
- Identify a single point of contact for the duration of the test.
- Complete and provide CRA with a sample catalogue to use during testing.

5.2 Testing of Synergy 2.0 solution

Step 1 - Register on AN

An AN test account must be created to proceed with the PoSC test. Instructions to complete this step can be found at: <http://Contractor.ariba.com>.

Note: It is recommended that the test account be created with a user name based on the production user name prefixed with "test-".

Step 2 – Prepare catalogue

The Contractor must create the catalogue in a CSV format, as per section [4 Technical Requirements above](#). The catalogue must contain products and services under the Contract. For each good in the catalogue, an image in a JPEG format must be provided.

The Contractor must provide the catalogue and the image files to the CRA Contracting Authority by email or on USB.

The CRA will confirm:

- The catalogue can be loaded in Synergy 2.0.
- Descriptions and images comply with the format requested.

Step 3 – Process a test PO



The CRA will create and send a test PO using the provided catalogue, through the AN to the Contractor. The Contractor must successfully:

- a) Receive the PO from the CRA;
- b) Receive a change order to the PO from the CRA;
- c) Receive a cancellation of the PO from the CRA;
- d) Send order confirmations to the CRA upon receipt of the order or change orders;
- e) Send a ship notice to the CRA; and
- f) Send an invoice to the CRA, all through the AN.

If collaboration for a proposal is involved to complete an order, the following will also be tested:

- g) Contractor is able to view the request for collaboration;
- h) Contractor is able to ask questions regarding the collaboration request using the Send Message functionality; and
- i) Contractor is able to submit/re-submit a proposal to the CRA, all through the AN.

Step 4 - Return and Credit Memo

Using the PO created and sent in Step 3, the Contractor must successfully:

- a) Acknowledge return and exchange requests to the CRA;
- b) Send new invoice with corrected amount to the CRA;
- c) Send credit memo to the CRA; all through the AN.

Step 5 - Confirm completion of the test

The CRA will inform the Contractor of the PoSC test results in writing.

The following table outlines step-by-step events and milestones for the PoSC test.

Table 3: Step-by-step process			
Event	Description	Owner	Participants
Kick-off meeting	Meeting to discuss PoSC requirements and timelines.	Contracting Authority	Contractor, CRA-coordinator
Step 1: Register on the Ariba Network (AN)			
AN test account	The Contractor creates a test account on AN.	Contractor	Ariba technical support



Table 3: Step-by-step process			
Event	Description	Owner	Participants
AN relationship	The CRA establishes a relationship with the Contractor in AN.	Ariba technical support	Contractor
Step 2: Prepare the catalogue			
Catalogue build	The Contractor provides a sample catalogue and images if applicable in the required format.	Contractor	Contracting Authority
Catalogue finalization	The CRA will review the sample catalogue to ensure it respects contracting terms and technical requirements and adds custom CRA data elements.	Contracting Authority	CRA-coordinator
Step 3: Process a test PO			
Order testing	The CRA places a test PO. The Contractor submits a: <ul style="list-style-type: none"> - Order Confirmation - Ship Notice - Change Order - Invoice 	CRA-coordinator	Contractor
Step 4: Test returns and credit memos			
Credit memo testing	The Contractor issues a credit memo to the CRA via the AN.	Contractor	CRA-coordinator
Step 5: Confirm completion of the test			
PoSC Testing Confirmation	Confirmation of success or failure of the proof of the compliance test with the Contractor.	Contracting Authority	Contractor, CRA-coordinator