



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

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**REQUEST FOR
PROPOSAL**

**DEMANDE DE
PROPOSITION**

Proposal to: Canadian Food Inspection Agency

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

Proposition aux : Agence canadienne d'inspection des aliments

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

Title – Sujet On-Line Language Training		Date 2023-09-05
Solicitation No. – N° de l'invitation 2024-00132		
Client Reference No. - No. De Référence du Client 2024-00132		
Solicitation Closes – L'invitation prend fin		
At /à :	2 :00pm	EDT(Eastern Time) HAE (heure de l'Est)
On / le :	2023-10-04	
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Ron Staigh		
Email – Courrielle ron.staigh@inspection.gc.ca		Facsimile No. – No. de télécopieur N/A

Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:	
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Work to be performed is detailed under Annex A

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

This procurement has been conditionally set aside under the federal government's Procurement Strategy for Indigenous Business (PSIB). The procurement is open to both Indigenous and non-Indigenous businesses. However, if two or more Indigenous businesses submit a bid, then the procurement is set aside under PSIB. In order to be considered under PSIB, a supplier must certify that it qualifies as an Indigenous business as defined under PSIB and that it will comply with all requirements of PSIB.

For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to [Annex 9.4](#) of the Supply Manual."

If the procurement is set aside the following applies:

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement."

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 90 days



2.2 Submission of Bids

Bids must be sent only to the email address by the time and date indicated on page 1 of this Request for Proposal.

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) 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:

- (i) name of former public servant;
- (ii) date of termination of employment or retirement from the Public Service.



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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) 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.

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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



2.6 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separate sections as follows:

Section I: Technical Bid - one (1) copy in an application compatible with Microsoft Office.

Section II: Financial Bid - one (1) copy in an application compatible with Microsoft Office.

Section III: Certifications - one (1) copy in an application compatible with Microsoft Office.

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

Canada requests that bidders format their bid for 8.5 x 11 inch (216 mm x 279 mm) paper.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule at Attachment 4.3: Pricing Schedule.

Section III: Certifications

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

Section IV: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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



4.1.1 Technical Evaluation

The Technical Bid must substantiate compliance with the specific Articles of Attachment 4.1 and 4.2, which is the requested format for providing substantiation.

4.1.2 Financial Evaluation

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

For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 4.3

4.2 Basis of Selection

Highest Combined Rating of Technical Merit 70% and Price 30%

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all the mandatory evaluation criteria; and
- c. obtain the required minimum number of points specified in Attachment 3 to Part 4 for the point rated technical criteria.

Bids not meeting (a) or (b) or (c) above will be declared non-responsive.

The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

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 70%.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Bid



5.1.2.1 Set-aside for Indigenous Business

If applicable, the Bidder must complete the certifications in Attachment 5.1 to Part 5 and include them with their bid.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [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 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

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



5.2.3.2 Education and Experience

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2024 inclusive

6.4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:



Ron Staigh
 Senior Procurement and Contracting Officer
 Contracting and Procurement Policy Division
 Canadian Food Inspection Agency
 59 Camelot Dr., Floor 1, Ottawa ON, K1A 0Y9

E-mail / courriel : ron.staigh@inspection.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.

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____

 Telephone: _____
 Facsimile: _____
 E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work 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.

6.5.3 Contractor's Representative

Inserted at contract award

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

6.7.2 Cost reimbursable – Limitation of expenditure

1. The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work and profit in accordance with the Basis of payment in annex B to a limitation of expenditure of \$ _____ (*inserted at contract award*). Customs duties are *included* and Applicable Taxes are extra..
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor



unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.7.3 Monthly Payment

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

an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

all such documents have been verified by Canada;

the Work performed has been accepted by Canada.

6.7.4 Time Verification

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

6.8 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.

Each invoice must be supported by a copy of time sheets to support the time claimed.

Invoices must be submitted on a monthly basis and sent by email to the address shown on page 1 of the Contract for certification and payment

6.9 Certifications and Additional Information

6.9.1 Compliance

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



6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*inserted at contract award*).

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2022-12-01), General Conditions - Services (Medium Complexity);
- (c) Annex X, Statement of Work;
- (d) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s) including its Inuit Benefits Plan. (if applicable)*).

6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



ANNEX "A" STATEMENT OF WORK

Background:

The Ontario Laboratory Network requires part-time, group language training in the French and English languages for its employees. The purpose of this training is for the employees to maintain the language requirements of their current position or for developmental purposes as well as job development.

The training provided will help participants prepare for the second language proficiency tests for public service employees (reading comprehension, written expression and oral proficiency). Some participants will have only one expired profile while others have two or three. Some may have never taken the official second language tests.

Requirements:

Annually provide part-time, virtual / online language training to approximately 10 groups of 4 people (9 groups for French training (2 intermediates and 7 beginners) and 1 group for intermediate English training). The total number of groups may vary (less or more) based on the amount of interest in that year.

Training for each group will be conducted on an as- and when-required basis as determined by consultation(s) between the school and the CFIA Technical Authority. When scheduled, each group will receive one three-hour class per week of language training between the hours of 8:30 a.m. and 4:30 p.m., Eastern Time, Monday through Friday.

For each group, the Language School will develop and submit for approval, by the Technical Authority, the following:

- a. Assessment and placement of participants into the appropriate learning group
- b. A group learning plan to serve as a tool to establish clearly defined goals and milestones as well as for use in measuring the student's progress.

The Language School must provide all necessary materials required for the training and will ensure that the course content is sent to each student prior to the beginning of each class. If for any reason the main teacher is absent from the class for which the class outline has already been sent, the replacement teacher must then follow this class outline.

The Language School must ensure that their teachers are punctual. Tardiness must be justified and the time missed will be assessed on a prorated basis according to the hourly rate; the resulting amount will be deducted from the hourly rate on the school's invoice payments. For example: if the teacher is late by ten (10) minutes, the school will be able to bill only for fifty (50) minutes of the first hour that the teacher taught.

Reports:

The Language School must provide the following documentation in the indicated timeframes:

- monthly reports detailing the student's progress in relation to his/her training;
- weekly attendance records.

These reports should also address any concerns or issues, where applicable.



ANNEX "B" BASIS OF PAYMENT

The Contractor will be paid the firm, all inclusive, hourly rates stated in the following tables, applicable taxes extra.

**Initial Contract Period:
Date of Contract award to March 31, 2024**

Category	Firm Hourly Rate
Intermediate French training	\$
Category	Firm Hourly Rate
Beginner French training	\$
Category	Firm Hourly Rate
Intermediate English training	\$

Option Period 1: April 01, 2024 to March 31, 2025

Category	Firm Hourly Rate
Intermediate French training	\$
Category	Firm Hourly Rate
Beginner French training	\$
Category	Firm Hourly Rate
Intermediate English training	\$

Option Period 2: April 01, 2025 to March 31, 2026

Category	Firm Hourly Rate
Intermediate French training	\$
Category	Firm Hourly Rate
Beginner French training	\$
Category	Firm Hourly Rate
Intermediate English training	\$



Option Period 3: April 01, 2026 to March 31, 2027

Category	Firm Hourly Rate
Intermediate French training	\$
Category	Firm Hourly Rate
Beginner French training	\$
Category	Firm Hourly Rate
Intermediate English training	\$



ATTACHMENT 4.1 – TECHNICAL EVALUATION CRITERIA

The statements and requirements in this article apply to both Mandatory and Point-Rated Technical Criteria.

To demonstrate the experience of personnel (i.e. resources), the Bidder must provide complete project details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained. The Bidder is advised that only listing position or assignment titles without providing any supporting data to describe responsibilities, duties, and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation.

Experience gained during formal education will not be considered work experience. All requirements for work experience must be obtained in a legitimate work environment as opposed to an educational setting. Co-op work terms are considered work experience provided they are related to the required services. If no months/ years are stated to indicate when the work experience was obtained, then the experience will not be considered.

The Bidder is advised that the month(s) of valid experience listed for a project whose timeframe overlaps that of another referenced project, will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

The Bidder is advised that, if the experience description only contains years, and does not specify any months within the year, then a maximum of only one month of experience will be allowed by the evaluation team if the experience starts and ends in the same year; and if the experience starts and ends in different years, only one month for the beginning year and one month for the end year of the range specified. For example, if the experience description states that a particular position or assignment was undertaken during:

- (a). "2004", then only one month will be allowed for 2004, provided that the experience is applicable;
- (b). "2004-2005", then only one month will be allowed for 2004, and one month for 2005, for a total of two months, provided that the experience is applicable;
- (c). "2003-2005", then only one month will be allowed for 2003, and one month for 2005, and 12 for 2004, for a total of 14 months, provided that the experience is applicable. In cases where the number of years is longer, the first and last year will still be counted as one month each, provided that the experience is applicable.

Phrases such as "within the past eight years" are used mean "within the eight years preceding the closing date of the RFP". In the event that the RFP closing date is changed after the initial publication of the RFP, the Bidder may choose to interpret the phrase as being measured from either the initial closing date or the final closing date, unless otherwise directed in an RFP amendment.

Phrases such as "experience working as Programmer/Analyst" (or other resource category title) mean that the experience must match, to the satisfaction of the evaluation team, the requirements for such a resource category as stated in the Statement of Work provided with this RFP.

Phrases such as "experience ... dealing with matters related to the Statement of Work" mean that the experience must match, to the satisfaction of the evaluation team, the nature of the requirements for the work being done as described throughout the Statement of Work, including but not limited to background and introductory and other descriptive information.



ATTACHMENT 4.2 - MANDATORY TECHNICAL CRITERIA

Mandatory Criteria (MC)	Substantiation in Proposal
<p>MC1 Corporate Criteria: The Bidder must demonstrate a minimum of three (3) years experience providing group virtual/online English and French language training at the intermediates and beginner levels to federal public servants during the ten (10) years preceding the closing date of this RFP.</p> <p>The Bidder must demonstrate this experience by describing contracts where the Bidder provided group language training. For each example contract the Bidder must provide the following:</p> <ul style="list-style-type: none"> • Name of the client Federal department or agency; • Language of training, • Level of training (intermediates/beginner); • Number of students per group*; • Method of training delivery; • Start and end dates for each contract. <p>*For a contract to be considered, any group must have a minimum of two (2) students</p>	
<p>MC2 Trainer Criteria French Intermediate Level: The Bidder must demonstrate the proposed trainer has a minimum of two (2) years experience providing group virtual/online French language training at the intermediate level to federal public servants during the five (5) years preceding the closing date of this RFP.</p> <p>The Bidder must demonstrate this experience by describing contracts where the proposed resource provided the required language training. For each example contract the Bidder must provide the following:</p> <ul style="list-style-type: none"> • Name of the client Federal department or agency; • Number of students per group*; • Method of training delivery; • Start and end dates for each contract. <p>*For a contract to be considered, any group must have a minimum of two (2) students</p> <p>MC3 Trainer Criteria French Beginner Level: The Bidder must demonstrate the proposed trainer has a minimum of two (2) years experience providing group virtual/online French language training at the beginner level to federal public servants during the five (5) years preceding the closing date of this RFP.</p> <p>The Bidder must demonstrate this experience by describing contracts where the Bidder provided the required training.</p>	



For each example contract the Bidder must provide the following:

- Name of the client Federal department or agency;
- Number of students per group*;
- Method of training delivery;
- Start and end dates for each contract.

*For a contract to be considered, any group must have a minimum of two (2) students

MC4 Trainer Criteria English Intermediate Level:

The Bidder must demonstrate the proposed trainer has a minimum of two (2) years experience providing group virtual/online English language training at the intermediate level to federal public servants during the five (5) years preceding the closing date of this RFP.

The Bidder must demonstrate this experience by describing contracts where the proposed resource provided the required language training.

For each example contract the Bidder must provide the following:

- Name of the client Federal department or agency;
- Number of students per group*;
- Method of training delivery;
- Start and end dates for each contract.

*For a contract to be considered, any group must have a minimum of two (2) students



ATTACHMENT 4.3 - POINT RATED TECHNICAL CRITERIA

Rated Criteria (RC)	Max Points	Allocation of Points	Substantiation in Proposal
<p>RC1 Corporate Criteria: The Bidder should demonstrate experience providing group virtual/online English and French language training at the intermediates and beginner levels to federal public servants in addition to the three (3) years experience required for MC1.</p> <p>The Bidder should demonstrate the additional experience by describing contracts where the Bidder provided group language training.</p> <p>For each example contract the Bidder should provide the following:</p> <ul style="list-style-type: none"> • Name of the client Federal department or agency; • Language of training, level (intermediates/beginner); • Number of students per group*; • Method of training delivery; • Start and end dates for each contract. <p>*For a contract to be considered, any group must have a minimum of two (2) students</p>	10	<p>Contracts do not demonstrate more than three (3) years experience or do not demonstrate experience with virtual/online teaching at the intermediates and beginner levels = 0 Points</p> <p>>3 years experience to 4 years = 5</p> <p>>4 years experience to 5 years = 10</p>	
<p>RC2 Trainer Criteria French Intermediate Level: The Bidder should describe contracts that demonstrate the proposed trainer's experience providing group virtual/online training in addition to the two (2) years experience required for MC2.</p> <p>For each example contract the Bidder should provide the following:</p> <ul style="list-style-type: none"> • Name of the client Federal department or agency; • Number of students per group*; • Method of training delivery; • Start and end dates for each contract. 	6	<p>Contracts do not demonstrate more than two (2) years experience or do not demonstrate experience teaching at the intermediate level = 0 Points</p> <p>>2 years experience to 3 years = 5</p> <p>>3 years experience to 4 years = 10</p>	



<p>*For a contract to be considered, any group must have a minimum of two (2) students</p>			
<p>RC3 Trainer Criteria French Beginner Level: The Bidder should describe contracts that demonstrate the proposed trainer's experience providing group virtual/online training in addition to the two (2) years experience required for MC3.</p> <p>For each example contract the Bidder should provide the following:</p> <ul style="list-style-type: none"> • Name of the client Federal department or agency; • Number of students per group*; • Method of training delivery; • Start and end dates for each contract. <p>*For a contract to be considered, any group must have a minimum of two (2) students</p>	<p>6</p>	<p>Contracts do not demonstrate more than two (2) years experience or do not demonstrate experience teaching at the beginner level = 0 Points</p> <p>>2 years experience to 3 years = 5</p> <p>>3 years experience to 4 years = 10</p>	
<p>RC4 Trainer Criteria English Intermediate Level: The Bidder should describe contracts that demonstrate the proposed trainer's experience providing group virtual/online training in addition to the two (2) years experience required for MC3.</p> <p>For each example contract the Bidder should provide the following:</p> <ul style="list-style-type: none"> • Name of the client Federal department or agency; • Number of students per group*; • Method of training delivery; • Start and end dates for each contract. <p>*For a contract to be considered, any group must have a minimum of two (2) students</p>	<p>6</p>	<p>Contracts do not demonstrate more than two (2) years experience or do not demonstrate experience teaching at the beginner level = 0 Points</p> <p>>2 years experience to 3 years = 5</p> <p>>3 years experience to 4 years = 10</p>	

Maximum points for Point Rated Criteria: 40 points

Minimum points required for pass: 25 points



ATTACHMENT 4.4 - PRICING SCHEDULE

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

The Number of Groups, Estimated Monthly Hours Per Group and Estimated Months of Training included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Estimated Annual Requirement for Bid Pricing purposes only:

10 groups of 4 people (9 groups for French training (2 intermediates and 7 beginners) and 1 group for intermediate English training).

Initial Contract Period:

Date of Contract award to March 31, 2024

Category	Number of Groups	Firm Hourly Rate	Estimated Monthly Hours Per Group	Estimated Months of Training	Extended Price (Groups (2)) x Hourly Rate x Estimated Hours x Estimated Months
Intermediate French training	2	\$	12	6	\$
Category	Number of Groups	Firm Hourly Rate	Estimated Monthly Hours Per Group		Extended Price (Groups (7)) x Hourly Rate x Estimated Hours x Estimated Months
Beginner French training	7	\$	12	6	\$
Category	Number of Groups	Firm Hourly Rate	Estimated Monthly Hours Per Group		Extended Price (Groups (1)) x Hourly Rate x Estimated Hours x Estimated Months
Intermediate English training	1	\$	12	6	\$
Total Price Initial Contract Period					\$

Option Period 1: April 01, 2024 to March 31, 2025

Category	Number of Groups	Firm Hourly Rate	Estimated Monthly Hours Per Group	Estimated Months of Training	Extended Price (Groups (2)) x Hourly Rate x Estimated Hours x Estimated Months
Intermediate French training	2	\$	12	12	\$
Category	Number of	Firm Hourly	Estimated	Estimated	Extended Price



	Groups	Rate	Monthly Hours Per Group	Months of Training	(Groups (7)) x Hourly Rate x Estimated Hours x Estimated Months
Beginner French training	7	\$	12	12	\$
Category	Number of Groups	Firm Hourly Rate	Estimated Monthly Hours Per Group	Estimated Months of Training	Extended Price (Groups (1)) x Hourly Rate x Estimated Hours x Estimated Months
Intermediate English training	1	\$	12	12	\$
Total Price Option Period 1					\$

Option Period 2: April 01, 2025 to March 31, 2026

Category	Number of Groups	Firm Hourly Rate	Estimated Monthly Hours Per Group	Estimated Months of Training	Extended Price (Groups (2)) x Hourly Rate x Estimated Hours x Estimated Months
Intermediate French training	2	\$	12	12	\$
Category	Number of Groups	Firm Hourly Rate	Estimated Monthly Hours Per Group	Estimated Months of Training	Extended Price (Groups (7)) x Hourly Rate x Estimated Hours x Estimated Months
Beginner French training	7	\$	12		\$
Category	Number of Groups	Firm Hourly Rate	Estimated Monthly Hours Per Group	Estimated Months of Training	Extended Price (Groups (1)) x Hourly Rate x Estimated Hours x Estimated Months
Intermediate English training	1	\$	12		\$
Total Price Option Period 2					\$

Option Period 3: April 01, 2026 to March 31, 2027

Category	Number of Groups	Firm Hourly Rate	Estimated Monthly Hours Per Group	Estimated Months of Training	Extended Price (Groups (2)) x Hourly Rate x Estimated Hours x Estimated Months
Intermediate French training	2	\$	12		\$



Category	Number of Groups	Firm Hourly Rate	Estimated Monthly Hours Per Group	Estimated Months of Training	Extended Price (Groups (7)) x Hourly Rate x Estimated Hours x Estimated Months
Beginner French training	7	\$	12		\$
Category	Number of Groups	Firm Hourly Rate	Estimated Monthly Hours Per Group	Estimated Months of Training	Extended Price (Groups (1)) x Hourly Rate x Estimated Hours x Estimated Months
Intermediate English training	1	\$	12		\$
Total Price Option Period 3					\$

Total Bid Price:

Initial Contract Period + Option Period 1 + Option Period 2 + Option Period 3 = _____ \$



ATTACHMENT 5.1 - SET-ASIDE FOR INDIGENOUS BUSINESS – CERTIFICATION

To be completed if the Bidder is an Indigenous Business

1. This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see Annex 9.4, Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - i. () The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. () The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non- Indigenous business.
4. The Bidder must check the applicable box below:
 - i. () The Indigenous business has fewer than six full-time employees.
OR
 - ii. () The Indigenous business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.



OWNER CERTIFICATION - SET-ASIDE FOR INDIGENOUS BUSINESS

The Bidder must provide the following certification for each owner who is Indigenous:

1. I am an owner of _____ (*insert name of business*), and an Indigenous person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Indigenous Business".
2. I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.

Printed name of owner

Signature of owner

Date