



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

Bid Receiving/Réception des soumissions

Procurement Hub | Centre
d'approvisionnement
Fisheries and Oceans Canada | Pêches et
Océans Canada
200 Kent Street | 200 rue Kent
Ottawa, ON, K1A 0E6

Email / Courriel : [DFO.Tenders-
Soumissions.MPO@dfo-mpo.gc.ca](mailto:DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

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

Proposition à : Pêches et Océans Canada

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

Title / Titre Virtual French and English Language Group Training		Date September 15, 2023
Solicitation No. / N° de l'invitation 30004481		
Client Reference No. / No. de référence du client(e) 30004481		
Solicitation Closes / L'invitation prend fin At / à : 2 :00 PM / 14 :00 heures EDT (Eastern Daylight Time) / HAE (Heure Avancée de l'Est) On / le : October 12, 2023 / Le 12 octobre 2023		
F.O.B. / F.A.B. Destination	Taxes See herein — Voir ci-inclus	Duty / Droits See herein — Voir ci-inclus
Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to : / Adresser toute demande de renseignements à : Manon Paulin Spécialiste en approvisionnement / Procurement Specialist Email / Courriel: Manon.Paulin@dfo-mpo.gc.ca Cc: DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée	
Vendor Name, Address and Representative / Nom du vendeur, 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 (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 3

1.1 SECURITY REQUIREMENTS 3

1.2 STATEMENT OF WORK 3

1.3 CONDITIONAL - SET-ASIDE UNDER THE FEDERAL GOVERNMENT PROCUREMENT STRATEGY FOR
INDIGENOUS BUSINESS (PSIB) 3

1.4 COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAs) 3

1.5 DEBRIEFINGS 3

1.6 TRADE AGREEMENTS 3

PART 2 - BIDDER INSTRUCTIONS 4

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS 4

2.2 SUBMISSION OF BIDS 4

2.3 ENQUIRIES - BID SOLICITATION 4

2.4 APPLICABLE LAWS 4

2.5 BID CHALLENGE AND RECOURSE MECHANISMS 5

2.6 VOLUMETRIC DATA 5

PART 3 - BID PREPARATION INSTRUCTIONS 6

3.1 BID PREPARATION INSTRUCTIONS 6

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 7

4.1 EVALUATION PROCEDURES 7

4.2 BASIS OF SELECTION 7

PART 5 - CERTIFICATIONS 8

5.1 CERTIFICATIONS REQUIRED WITH THE BID 8

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION 8

PART 6 - RESULTING CONTRACT CLAUSES 15

6.1 SECURITY REQUIREMENTS 15

6.2 STATEMENT OF WORK 15

6.3 STANDARD CLAUSES AND CONDITIONS 15

6.4 TERM OF CONTRACT 16

6.5 AUTHORITIES 16

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS 17

6.7 PAYMENT 17

6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION 18

6.10 APPLICABLE LAWS 18

6.11 PRIORITY OF DOCUMENTS 19

6.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR) OR (FOREIGN CONTRACTOR) 19

6.13 INSURANCE – NO SPECIFIC REQUIREMENT G1005C (2016-01-28) 19

6.14 DISPUTE RESOLUTION 19

6.15 ENVIRONMENTAL CONSIDERATIONS 20

ANNEX A – STATEMENT OF WORK 21

ANNEX B – BASIS OF PAYMENT 25

ANNEX C – EVALUATION CRITERIA 27



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

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

1.3 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 responsive 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 responsive 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.

1.4 Comprehensive Land Claims Agreements (CLCAs)

The resulting Contract(s) will **not include** deliveries within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to be treated as a separate procurement, outside of this bid solicitation.

1.5 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 or by telephone.

1.6 Trade Agreements

The requirement is subject to the following;

- Canada-Chile Free Trade Agreement (CCFTA)
- Canada-Colombia Free Trade Agreement
- Canada-Panama Free Trade Agreement
- Canada-Korea Free Trade Agreement (CKFTA)
- Canada-Honduras Free Trade Agreement
- Canadian Free Trade Agreement (CFTA)



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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.

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile, courier and postal mail to DFO will not be accepted.

2.3 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

2.4 Applicable Laws

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

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



2.5 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 [Canada Buys](#) 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.

2.6 Volumetric Data

The data in the table in Annex B has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

Section I: Technical Bid (one soft copy in PDF format)

Section II: Financial Bid (one soft copy in PDF format)

Section II: Certifications (one soft copy in PDF format)

Important Note:

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP. Emails with links to bid documents will not be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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

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 Basis of Payment in Annex B.

3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06) Exchange Rate Fluctuation, apply to and form part of the Contract.

3.1.2 SACC Manual Clauses

Section II: 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 the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid, apply to and form part of the Contract.

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a Contract.



PART 5 - CERTIFICATIONS

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

The Bidder must provide with its bid the required additional certifications included in Attachment 1 to Part 5 - Bid Submission Form.

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 procurement 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 in Attachment 2 to Part 5, as applicable, to be given further consideration in the procurement process.

5.2.2 Additional Certifications Precedent to Contract Award

The Bidder must provide with its bid the required additional certifications included in Attachment 1 to Part 5 - Bid Submission Form.

5.2.2.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources, apply to and form part of the Contract.



5.2.2.2 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience, apply to and form part of the Contract.

5.2.2.3 Official Languages

By submitting a bid, the Bidder certifies that, should it be awarded a Contract as result of the bid solicitation, every individual proposed in its bid will be fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.

5.2.2.4 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services Contracts (including Contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

- b) The status of the Contractor (individual, unincorporated business, corporation or partnership:

- c) For individuals and unincorporated businesses, the Contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

5.2.3 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.



The following certification signed by the Contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory



ATTACHMENT 1 TO PART 5 BID SUBMISSION FORM

BID SUBMISSION FORM		
Bidder's Full Legal Name (For joint ventures, this must be the representative member of the joint venture.)		
Authorized Representative of Bidder for Evaluation Purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Email	
Bidder's <u>Procurement Business Number (PBN)</u> [see the Standard Instructions 2003] <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>		
Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting Contract (if other than as specified in the solicitation)		
Joint Venture Information: To be provided only if the Bidder is a joint venture.	Members of the joint venture	
	Representative Member of the joint venture	
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: <ol style="list-style-type: none"> 1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a Contract, it will accept all the terms and conditions set out in the resulting Contract clauses included in the bid solicitation. 		
Signature of Authorized Representative of Bidder and Date		



ATTACHMENT 2 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the [*Ineligibility and Suspension Policy*](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the Bidder or Offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a Contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

List of names for [integrity verification form](#)



ATTACHMENT 3 TO PART 5 ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;



- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other Contracts subject to the restrictions of a work force adjustment program.



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

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

As this Contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this Contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

6.3.1.1 2010B (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.2.1 Subsection 10 of 2010B (2013-03-21), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2013-03-21), Invoice submission
Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca and c.c. to the Project Authority and the admin/"AP Coder". The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. The info for the AP Coder must be provided by the Project Authority to the Contractor. **Note:** Invoice will be return to the Contractor if that information is not provided);



- i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. Deduction for holdback, if applicable;
 - k. The extension of the totals, if applicable; and
 - l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract Award to September 30, 2025 inclusive.

6.4.2 Option to Extend the Contract

- a. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods each 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.
- b. Canada may exercise this option at any time by sending a written notice to the Contractor 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

Name: Manon Paulin
Title: Procurement Specialist
Fisheries and Oceans Canada
Directorate: Contracting Services
Address: 200, Kent St.
Ottawa, Ontario K1A 0E6
Telephone: 438-468-3247
E-mail address: Manon.Paulin@dfo-mpo.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 *(will be identified at Contract award)*

Name: _____
 Title: _____
 Directorate: _____
 Address: _____
 Telephone: _____
 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 *(will be determined at Contract award)*

Contact Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: _____
 E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ *(to be completed at Contract award)*. Customs duties are included and Applicable Taxes extra.

6.7.2 Limitation of expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ *(to be completed 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:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.7.4 Electronic Payment of Invoices – Contract

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

- a. Acquisition Card;
- b. Direct Deposit (Domestic and International).

6.8 Invoicing Instructions

6.8.1 The Contractor must submit invoices in accordance with subsection 6.3.2.1 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.

6.8.2 Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at:

- DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca;
- Project Authority and the AP Coder (*to be completed at Contract award*);

and provides the required information as stated in subsection 6.8.1 above.

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 **Ontario**.



Note to Bidders: The above clause may be modified if the winning Bidder selected a different province or territory in their bid.

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 [2010B](#) (2022-12-01) Services (medium complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated **(to be completed at Contract award)**.

6.12 Foreign Nationals (Canadian Contractor) OR (Foreign Contractor)

SACC Manual clause [A2000C](#) (2016-06-16), Foreign Nationals (Canadian Contractor) applies to and forms part of the Contract.

OR

SACC Manual clause [A2001C](#) (2016-06-16), Foreign Nationals (Foreign Contractor) applies to and forms part of the Contract.

Note to Bidders: Only 1 of the above SACC manual clauses will apply to any resulting Contract, depending on the Contractor's status.

6.13 Insurance – No Specific Requirement [G1005C](#) (2016-01-28)

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

6.14 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 Canada Buys website under the heading "[Dispute Resolution](#)".
- (e) 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.

- (f) 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.

6.15 Environmental Considerations

As part of Canada's 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, Contractors should:

- a) Paper consumption:
- Provide and transmit draft reports, 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 Project Authority.
 - Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
 - Recycle unneeded printed documents (in accordance with Security requirements).



ANNEX A – STATEMENT OF WORK

1.0 Title

Virtual French and English Language Group Training.

2.0 Background

The Public Affairs Branch , Fisheries and Oceans Canada (DFO), requires a Contractor to provide virtual group language training to learners in both French and English.

3.0 Objective

The purpose of this instruction is to provide French and English language training to students in a small group format in order for the learners to improve their overall proficiency in their second language.

4.0 Scope of Work

- a. The Contractor must have a thorough command of the official languages in which a course is taught.
- b. Teaching resources must be able to start and end sessions at the time specified in the Contract or with the Project Manager and must provide the necessary amount of time to connect before the sessions start.
- c. In order to give all learners a chance to take training according to their work schedules and professional and personal obligations, we favor a flexible learning approach that adapts to our learners' different schedules.
- d. The Contractor will be conducted in small groups of up to eight (8) learners, and will occur in two (2) x one (1) hour sessions, scheduled twice per week, on non-consecutive days, and must not run concurrent to other training groups. We need between 16 to 24 group per year.
- e. Language training is to occur during business hours (Monday to Friday) between the hours of 10:00-12:00 and 13:00-16:00, excluding federal government statutory holidays (refer to Annex A - Appendix 1) and from December 25 to January 1.
- f. In the event of a technical problem that prevents any form of communication between the learner(s) and the teaching resource, the course must be rescheduled within the Contract period.
- g. The number of learners in each group is subject to change while respecting the maximum number of eight (8) per class. However, the groups are expected to be comprised of seven (7) French classes targeted towards beginners, as well as those who are seeking to maintain and/or expand their proficiency, or are working toward a BBB/BBB and CBC/CBC level of proficiency. The French training groups will be further differentiated with some groups focusing on written expression and comprehension, while others will focus on oral expression.
- h. An English training group will be comprised of learners of varying levels of language proficiency, and will be tailored to meet the needs of all participants.

Note: The Project Authority retains the right to adjust the schedule by notifying the Contractor five (5) days in advance.



5.0 Tasks/Deliverables

The Contractor is to complete/provide the following tasks and deliverables:

- a. Establishment of clear “intended outcome” of the training – beginners, those who are at the BBB/BBB and CBC/CBC levels of proficiency. The levels of proficiency are defined here:

Qualification Standards in Relation of Official Languages.

- b. Take and provide attendance of students in each session, with a bi-weekly summary to be made available to the project authority.
- c. Provide progress assessments of students as required/requested.

6.0 Official Languages:

The Contractor must provide one resource that can communicate verbally and in writing in English at an advanced level based on the following table. The Contractor must provide another resource that can communicate verbally and in writing in both English and French (bilingual) at an advanced level based on the following.

Communication will be in English and/or French at the Advanced level, dependant upon instructional requirements and needs of the learners.

LANGUAGE PROFICIENCY GRID			
Legend	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • Ask and answer simple questions; • Give simple instructions; and • Give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • Fully understand very simple texts; • Grasp the main idea of texts about familiar topics; and • Read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • Write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • Sustain a conversation on concrete topics; report on actions taken; • Give straightforward instructions to employees; and • Provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • Grasp the main idea of most work-related texts; • Identify specific details; and • Distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • Deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.



Advanced	A person speaking at this level can: <ul style="list-style-type: none">• Support opinions; and understand and express hypothetical and conditional ideas	A person reading at this level can: <ul style="list-style-type: none">• Understand most complex details, inferences and fine points of meaning; and• Have a good comprehension of specialized or less familiar material.	A person writing at this level can: <ul style="list-style-type: none">• Write texts where ideas are developed and presented in a coherent manner.
-----------------	--	---	---

7.0 Location of Work

Training must be completed online using virtual tools such as MS Teams or Zoom. The Contractor must use his own equipment.

8.0 Travel

There is no travel required under this contract, and no travel or living expenses will be paid.



ANNEX A – APPENDIX 1 STATUTORY HOLIDAYS

The following days are designated holidays for learners. When a holiday falls on a weekend, it is moved to the next working day.

- New Year's (January 1)
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day (July 1)
- Provincial Civic Holiday (first Monday in August)
- Labour Day (first Monday in September)
- National Day for Truth and Reconciliation (September 30)
- Thanksgiving (second Monday in October)
- Remembrance Day (November 11)
- Christmas Day (December 25)
- Boxing Day (December 26)



ANNEX B – BASIS OF PAYMENT

A- Contract Period

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid all-inclusive fixed hourly rates as specified below. Customs duties are included and Applicable Taxes are extra.

1.0 Professional Fees

TABLE A) Firm period - From date of Contract award to September 30, 2025

Ressource Category	Estimated Level of Effort (a)	All-inclusive fixed Hourly Rate (b)	Estimated total (in \$CAN) (a) x (b)
Virtual group language training in English and French Maximum groups of eight (8) learners per session for a maximum of 24 groups per year (approximately)	1 150 hours	\$ _____	\$ _____
TABLE A) Estimated Total Price (Applicable Taxes extra):			\$ _____

TABLE B) Option Period n° 1 – October 1, 2025 – September 30, 2026

Ressource Category	Estimated Level of Effort (a)	All-inclusive fixed Hourly Rate (b)	Estimated total (in \$CAN) (a) x (b)
Virtual group language training in English and French Maximum groups of eight (8) learners per session for a maximum of 24 groups per year (approximately)	575 hours	\$ _____	\$ _____
TABLE B) Estimated Total Price (Applicable Taxes extra):			\$ _____

TABLE C) Option Period n° 2 – October 1, 2026 – September 30, 2027

Ressource Category	Estimated Level of Effort (a)	All-inclusive fixed Hourly Rate (b)	Estimated total (in \$CAN) (a) x (b)
Virtual group language training in English and French Maximum groups of eight (8) learners per session for a maximum of 24 groups per year (approximately)	575 hours	\$ _____	\$ _____
TABLE C) Estimated Total Price (Applicable Taxes extra):			\$ _____



TABLE D) Option Period n° 3 – October 1, 2027 – September 30, 2028

Ressource Category	Estimated Level of Effort (a)	All-inclusive fixed Hourly Rate (b)	Estimated total (in \$CAN) (a) x (b)
Virtual group language training in English and French Maximum groups of eight (8) leaners per session for a maximum of 24 groups per year (approximately)	575 hours	\$ _____	\$ _____
TABLE D) Estimated Total Price (Applicable Taxes extra):			\$ _____

TOTAL EVALUATED PRICE

TABLE A) Firm period	From date of Contract award to September 30, 2025	\$ _____
Total Evaluated Price Option Period n° 1	October 1, 2025 – September 30, 2026	\$ _____
Total Evaluated Price Option Period n° 2	October 1, 2026 – September 30, 2027	\$ _____
Total Evaluated Price Option Period n° 3	October 1, 2027 – September 30, 2028	\$ _____
TOTAL BID PRICE (Applicable Taxes extra) :		\$ _____

Note to Bidders: The Total Evaluated Price table will be deleted in the resulting Contract.



ANNEX C – EVALUATION CRITERIA

The bid must meet the Mandatory Technical Criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the Mandatory Technical Criteria will be declared non-responsive. Each Mandatory Technical Criteria must be addressed separately.

The Bidder must include the following table in their proposal, providing the proposal page number that contains information to verify the criteria has been met.

N°	Mandatory Technical Criteria	Met/not met	Bidder to cross reference to section within proposal
MT1	<p>The Bidder must demonstrate through the description of previous Contracts, that it has the experience and capacity to offer the services requested in both official languages.</p> <p>The Bidder must provide proof of ten (10) English & French Official Language Training Contracts with Government of Canada or Provincial Government awarded within the last ten (10) years: five (5) in English and five (5) in French.</p> <ul style="list-style-type: none">• Each Contract cited must be detailed as follows:<ul style="list-style-type: none">a. Name of the client organization;b. Start and end date (MM-YYYY to MM-YYYY) of the project; andc. Description of the type and scope of services provided.		