



RETURN BIDS TO:

Office of the Superintendent of Financial
Institutions
Procurement and Contracting
Email: contracting@osfi-bsif.gc.ca

REQUEST FOR PROPOSAL

**Proposal To: Office of the
Superintendent of Financial Institutions**
We hereby offer to sell to His Majesty the
King in right of Canada, in accordance with
the terms and conditions set out herein,
referred to herein or attached hereto, the
goods, services, and construction listed
herein and on any attached sheets at the
price(s) set out thereof.

Vendor/Firm Name and address

Instructions:

Issuing Office – Bureau de distribution

Procurement and Contracting
255 Albert Street, 12th Floor
Ottawa, ON
K1A 0H2

Title Virtual Part-time Group Language Training	
Solicitation No. 20230167-R	Date March 11, 2024
Client Reference No. 20230167-R	
Solicitation Closes at 02 :00 PM on April 11, 2024	Time Zone Eastern Daylight Time EDT
D.D.P. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : France Emond, Senior Contracting Officer	
E-mail contracting@osfi-bsif.gc.ca	
Destination – of Goods, Services, and Construction: See Herein	

Delivery See Herein	Delivered Offered
Vendor/firm Name and address	
Facsimile No. Téléphone No.	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)-	
Signature Date	



PART 1 – GENERAL INFORMATION

1. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clauses.

2. Statement of Work

The Work to be performed is detailed under Annex “A” of the resulting contract clauses.

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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 – BIDDER INSTRUCTIONS

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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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: sixty (60) days

Insert: one hundred eighty (180) calendar days

2. Submission of Bids

Bids must be submitted only by email to contracting@osfi-bsif.gc.ca to The Office of the Superintendent of Financial Institutions (OSFI) by the date and time indicated on page 1 of the bid solicitation.

- a) If your bid is transmitted by electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.
- b) Bids must NOT be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.
- c) Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted

2.1 Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

(i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR

(ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.



2.2 Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.3 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 3 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

3. Former Public Servant

Contracts awarded to 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 with FPS, bidders must provide the information required below before 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 FPS in receipt of a pension, as applicable:

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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



can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Extension of Time

If additional time is required by the Bidder, the Contracting Authority may grant an extension at his or her sole discretion.

6. 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.



PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

- Section I: Technical Bid (one copy via e-mail)
- Section II: Financial Bid (one copy via e-mail)
- Section III: Certifications (one copy via e-mail)

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

Multiple bids from the same bidder are not permitted in response to this bid solicitation. Each bidder must submit only a single bid. If any bidder submits more than one bid, Canada will choose in its discretion which bid to consider.

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. The total amount of Applicable Taxes must be shown separately.

All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

Blank Prices: Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

1.1 SACC Manual Clauses

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications 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 and financial evaluation criteria. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b) An evaluation team composed of representatives of Canada will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c) In addition to any other time periods established in the bid solicitation:
 - i. Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. Requests for Further Information: If Canada requires additional information in order to do any of the following pursuant to the Section entitled “Conduct of Evaluation” in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - A. verify any or all information provided by the Bidder in its bid; or
 - B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

The Bidder must provide the information requested by Canada within two working days of a request by the Contracting Authority.
 - iii. Extension of Time: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion

4.2 Technical Evaluation

a) Mandatory Technical Criteria:

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Annex E.

b) Point-Rated Technical Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word “rated” or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex E.



c) Reference Checks:

- i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. The Contracting Authority will send all email reference check requests to contacts supplied by the Bidder within a 48-hour period using the email address provided in the bid. Canada will not award any points unless the response is received within 5 working days of the date that Canada's email was sent.
- ii. If Canada does not receive a response from the contact person within the 5 working days, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.
- iii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- iv. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

4.3 Financial Evaluation

Calculation of Financial Score:

- a) A financial evaluation will be performed only on proposals that are technically responsive. A technically responsive proposal (i.e. Qualified Bidder) is a proposal that meets all mandatory criteria and obtains the required minimum pass mark specified in this solicitation for the criteria that are subject to point rating.
- b) The Financial Proposal Pricing Table provided in Attachment 2 to Part 4 will be used for the purposes of the financial evaluation. Bidders must propose a Firm Per Diem Rate for each required Resource Category and Experience Level, in each Contract Period. A missing Per Diem Rate under any Resource Category and/or Contract Period will render the Proposal non-responsive. Prices will be evaluated in Canadian Dollars.
- c) Each Bidder's "Total Evaluated Cost" will be calculated as follows:
 - i. A "Total evaluated price" will be computed for each type of services using the Total price from Table 1 to 10 proposed by the Bidder (sum of all Table D) using the following formula:

Initial Period (Total Price for Pricing Table 1 + Total Price for Pricing Table 2) + Option Period 1 (Total Price for Pricing Table 3 + Total Price for Pricing Table 4) + Option Period 2 (Total Price for Pricing Table 5 + Total Price for Pricing Table 6) + Option Period 3 (Total Price for Pricing Table 7 + Total Price for Pricing Table 8) + Option Period 4 (Total Price for Pricing Table 9 + Total Price for Pricing Table 10)
 - ii. The Bidder's "Total Evaluated Cost" will be computed for each type of services using the sum of all evaluated prices in column 'D' (of the Financial Proposal Pricing Schedule contained in Attachment 2 to Part 4 Financial Evaluation Pricing Table).
- d) The qualified Bidder with the lowest "Evaluated Price" will receive the maximum Financial Proposal Score of 30 points. The Financial Proposal Score for all other technically responsive Bidders will be computed (i.e. prorated) against the lowest "Total Evaluated Price" using the following formula:

$$\text{Financial Proposal Score} = \frac{\text{Lowest Bidder "Total Evaluated Price"}}{\text{Other Bidder "Total Evaluated Price"}} \times 30 \text{ points}$$



4.4 Basis of Selection

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory technical evaluation criteria; and
- (c) obtain the required minimum points for the technical evaluation criteria which are subject to point rating

Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

The technically responsive proposal that obtains the highest combined rating of technical merit and price will be recommended for award of a contract. The total possible technical score is 70 while the total financial score is 30. Where two or more proposals achieve the identical highest combined rating of technical merit and price, the proposal with the highest technical score will be recommended for award of a contract.

For each proposal:

The technical score is calculated by prorating the technical score obtained by the proposal against the total possible score of 70.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		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	$115/135 \times 70 = 59.62$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating		84.16	73.15	77.70
Overall Rating		1st	3rd	2nd



4.5 Security Requirement

Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6-Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.



ATTACHMENT 1 to PART 4 – TECHNICAL EVALUATION

1. Technical Evaluation Criteria (Summary)

Mandatory Technical Evaluation Criteria	
M.1 Bidder's Proposed Resources – (see table 1)	
M.2 Proposed resources Education, Certification and Qualifications	
M.3 Proposed resources Experience (see table 2)	
Point-Rated Technical Evaluation Criteria	Maximum Points
R.1 Proposed resource – Course Training program sample	30
R.2 Proposed resource - Quick reference tool	30
Total Points	60
Minimum Pass Mark (67%)	40
Technical Proposal Score (60 points maximum)	[Bidders Score (out of 40) / 40] x 60 points
Appendix A	
Appendix A to Attachment 1 to Part 4 – Bidder Response Tables	

2. Definitions

The following definitions apply to the evaluation criteria which follows:

Term	Definition
Learning objective	A statement that outlines what the learner will be able to achieve with instructions provided in the training plan. Examples of training objectives: <ul style="list-style-type: none"> ➤ Objective to be met (e.g. the level of language proficiency to attain, etc.), ➤ number of hours required to meet the objective(s); and ➤ Establishment of the training and learning stages, which will be formally assessed at a specific date.
Proposed activities	Specific activities designed or used by instructor to create the conditions for learning.
Teaching Aids	Tools provided by the instructors, accessible by the learner that facilitate learning for example: Can include videos, articles, worksheets etc.



Technical Evaluation Criteria

Mandatory Technical Criteria (MT)

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration. Only proposals found to meet the mandatory evaluation criteria will be evaluated in accordance with the evaluation criteria subject to point rating.

Mandatory Requirements	Cross-Ref to Proposal	Complies Yes / No
<p>M.1 Bidder’s Proposed resources – part-time group language instructors</p> <p>The Bidder* must propose two (2) resources (one main language instructor and one back-up language instructor) to provide Canadian French part-time group language training and two (2) resources (one main language instructor and one back-up language instructor) to provide the Canadian English part-time group training.</p> <p>*The Bidder is defined as the language school or company providing the services. **The proposed resources are the language instructors who will perform part-time group language training.</p> <p>Note: If the Bidder’s proposed resource(s) can teach both Canadian French and Canadian English part-time group language training, the Bidder may choose to propose a minimum of two (2) qualified resources as opposed to three (3) or four (4) resources to meet this mandatory criterion.</p> <p>The Bidder must fully complete Table T1 – Bidder’s Proposed resource’s Response Table, provided in Appendix A to Attachment 1 to Part 4 – Bidder Response Tables, for each proposed resources including the following:</p> <ul style="list-style-type: none"> a) Full name of proposed resource(s) and detailed curriculum vitae (CV) demonstrating qualifications and experience which will be evaluated in M.2 and M.3. b) A description of which type of services each proposed resource(s) will provide for this requirement in second-language group training services (Canadian English, Canadian French or both) 		
<p>M.2 – Proposed resources education, certification, and qualifications</p> <p>The Bidder must demonstrate* that each of the resources proposed in response to M.1 has a degree, diploma or certificate with acceptable specialization in education, linguistics or another specialty relevant to the work described in Annex A - Statement of Work.</p> <p>*In order to be compliant, the Bidder must provide a copy of the degree, diploma or certificate in the CV of each proposed resources.</p>		
<p>M.3 – Proposed resources experience</p> <p>The Bidder must demonstrate that each proposed resources in M1 has a minimum of thirty-six (36) months of experience in the last five (5) years as of the issuance of this RFP, in delivering part-time group language training in Canadian English or in Canadian French to Canadian Federal Government Departments and Agencies.</p> <p>The Bidder must fully complete Table T2 – M.3 Proposed Resources Experience provided in Appendix A to Attachment 1 to Part 4 Bidder Response Tables, for each proposed resources including the following information:</p> <ul style="list-style-type: none"> a) Resource Name b) Client Organization Name & Location c) A brief description of the client’s requirement and services provided by the resource (i.e. type of training part-time group or full-time group training Canadian English or Canadian French, or both) d) Number of months billed; e) Contract number and; f) Contract Period. 		



Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

OSFI may choose to terminate the evaluation upon the first finding of non-compliance with a rated requirement.

Point Rated Technical Criteria (R)	Maximum number of points	Cross-reference to Proposal
<p>R.1 Proposed resource’s training plan sample</p> <p>Each of the Bidder’s proposed resources in M1 should provide a sample of a course training plan used when delivering group part-time language training.</p> <p>Each proposed resources must clearly identify the language level of the group provided in the training plan sample submitted in R.1 (Beginner, Intermediate, Advanced).</p> <p>Points will be allocated based on the following key elements as follows:</p> <ol style="list-style-type: none"> 1. Learning objectives; 2. Proposed activities and; 3. Number of teaching aids. <p>30 points: Perfect match The sample describes very detailed learning objectives, including varied activities, proposed tools and contains at least 4 diverse teaching aids. The link between the key elements is fully demonstrated in all 3 key elements of the training plan.</p> <p>20 points: Good match The sample describes somewhat detailed learning objectives, including proposed activities, proposed tools and contains less than 4 teaching aids. The link between the key elements is partially demonstrated in 2 key elements of the training plan.</p> <p>10 points: Inadequate match The sample describes limited learning objectives, proposed activities, proposed tools and contains 1 teaching aids. The link between the key elements is unclear and demonstrated in 1 key elements in the training plan.</p> <p>0 points: No match The sample does not describe learning objectives, does not demonstrate proposed activities and contains no teaching aid for the training plan. The link between the key elements is not demonstrated in the training plan.</p> <p>Very detailed = contains 3 key elements Somewhat detailed = contains 2 key elements Limited = contains 1 key element No learning objective = 0 element</p>	<p>30</p>	



<p>R.2 Proposed Resource Quick reference tool</p> <p>Each of the Bidder's proposed resources in M1 should submit a quick reference tool that they personally developed to maximize the learners' chances of success on the Public Service Commission's (PSC) tests of reading comprehension or written expression.</p> <p>The document provided should explain the context and learning objectives, the concepts or rules to remember, and the strategy for effectively achieving the objectives.</p> <p>Points will be allocated based on the quality of the reference tool.</p> <p>30 points - The document presents concepts or rules to remember and an effective strategy to support achievement of the objectives. This would be a fully fleshed out tool with clear learning objectives, and concepts, that outlines how the proposed strategy will achieve the objective of maximizing the learners' chance of success. The tool would provide direct links to the PSC reading comprehension or writing tests and reference 4 or more tools linked to learning objective, and the concepts or rules to remember.</p> <p>20 points – The document presents concepts or rules to remember and an adequate strategy to support achievement of the objectives. This would be a partially developed tool which may include unclear learning objectives or concepts, and or a partially developed proposal to achieve the objective of learner success. The tool would provide some links to the PSC reading comprehension or writing tests and reference 3 or more tools with some links to learning objective, and the concepts or rules to remember.</p> <p>10 points - The document presents concepts or rules to remember or a strategy for achieving the objectives. The would be a partially developed tool with little evidence of links to the PSC reading comprehension or writing tests and reference 2 or fewer tools with limited links to learning objective, and the concepts or rules to remember.</p> <p>0 points - The document does not contain any concepts or rules to remember or strategy that supports achievement of the objectives.</p>	30	
TOTAL*	60	
Minimum passing mark (67%)	40	

*Each proposed resource must meet the required pass mark. The total score of each proposed resource will be averaged for a total score out of 60 points for evaluation purposes.



Appendix A to Attachment 1 to Part 4 Bidder Response Table

Table T1

M-1 Proposed resources – Part-time group language instructor Bidder Response Table 1	
Submission Requirements	Bidder Response
<p>The Bidder* must propose two (2) proposed resources (one main language instructor and one back-up language instructor) to provide Canadian French part-time group language training and two (2) proposed resources (one main language instructor and one back-up language instructor) to provide the Canadian English part-time group training.</p> <p>*The Bidder is defined as the language school or company providing the services. **The proposed resource(s) are the language instructor(s) who will perform part-time group language training.</p> <p>Note: If the Bidder’s proposed resource(s) can teach both Canadian French and Canadian English part-time group language training, the Bidder may only propose a minimum of two (2) qualified resources as opposed to three (3) or four (4) resources to meet this mandatory criterion.</p>	
Submission Requirements	Bidder’s response
a) Full name of proposed resource(s) and detailed curriculum vitae (CV) demonstrating qualifications and experience which will be evaluated in M.2 and M.3.	
b) A brief description of which type of services each proposed resource(s) will provide for this requirement in second-language group training services (Canadian English, Canadian French or both)	



Table T2 – M.3 Proposed Resources Experience

Resource name	Client Organization Name & Location	A brief description of the client's requirement and services provided by the resource.	# of billed months	Contract #	Contract Period
<u>Example:</u> John Smith	Treasury Board, Secretariat, NCR	Part-time group in Canadian French or Part-time group in Canadian English	12	555123456	Jan 2023 to Dec 2023
Minimum = 36 months					
Resource name	Client Organization Name & Location	A brief description of the client's requirement and services provided by the resource.	# of billed months	Contract #	Contract Period
Minimum = 36 months					
Resource name	Client Organization Name & Location	A brief description of the client's requirement and services provided by the resource.	# of billed months	Contract #	Contract Period
Minimum = 36 months					
Resource name	Client Organization Name & Location	A brief description of the client's requirement and services provided by the resource.	# of billed months	Contract #	Contract Period
Minimum = 36 months					
add/delete lines as required					



ATTACHMENT 2 to PART 4 – FINANCIAL EVALUATION – PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed.

Initial period: Contract Award to March 31, 2025

PRICING TABLE 1:			
A	B	C	D = (BxC)
Virtual part-time group language training sessions	All-inclusive Firm Hourly Rate	Estimated quantity for evaluation purposes only*	Total Estimated Price (Applicable Taxes Extra)
Delivery of virtual part-time group language training sessions for all learners (as per section X in SOW)	\$	6,500 hours	\$
Preparation (as per Section X in SOW)	\$	270 hours	\$
Total Price for Pricing Table 1:			

*Level of effort in the pricing table is used for evaluation purpose only and should not be construed as a minimum guarantee commitment by Canada.

PRICING TABLE 2:			
A	B	C	D = (BxC)
Virtual part-time group language training sessions	Firm All inclusive Unit Price	Estimated quantity for evaluation purposes only*	Total Estimated Price (Applicable Taxes Extra)
Individual Language Assessment (per learner)	\$	120	\$
Learners' Progress Report (per learner)	\$	120	\$
Total Price for Pricing Table 2:			\$

Option period 1: April 1, 2025, to March 31, 2026

PRICING TABLE 3:			
A	B	C	D = (BxC)
Virtual part-time group language training sessions	All-inclusive Firm Hourly Rate	Estimated quantity for evaluation purposes only*	Total Estimated Price (Applicable Taxes Extra)
Delivery of virtual part-time group language training sessions for all learners (as per section 4 in SOW)	\$	6,500 hours	\$
Preparation (as per Section 4 in SOW)	\$	270 hours	\$
Total Price for Pricing Table 3:			\$

PRICING TABLE 4:			
A	B	C	D = (BxC)
Virtual part-time group language training sessions	Firm All inclusive Unit Price	Estimated quantity for evaluation purposes only*	Total Estimated Price (Applicable Taxes Extra)
Individual Language Assessment (per learner)	\$	120	\$
Learners' Progress Report (per learner)	\$	120	\$
Total Price for Pricing Table 4:			\$

Option period 2: April 1, 2026, to March 31, 2027

PRICING TABLE 5:			
A	B	C	D = (BxC)
Virtual part-time group language training sessions	All-inclusive Firm Hourly Rate	Estimated quantity for evaluation purposes only*	Total Estimated Price (Applicable Taxes Extra)
Delivery of virtual part-time group language training sessions for all learners (as per section 4 in SOW)	\$	6,500 hours	\$
Preparation (as per Section 4 in SOW)	\$	270 hours	\$
Total Price for Pricing Table 5:			\$

PRICING TABLE 6:			
A	B	C	D = (BxC)
Virtual part-time group language training sessions	Firm All inclusive Unit Price	Estimated quantity for evaluation purposes only*	Total Estimated Price (Applicable Taxes Extra)
Individual Language Assessment (per learner)	\$	120	\$
Learners' Progress Report (per learner)	\$	120	\$
Total Price for Pricing table 6			\$



Option period 3: April 1, 2027, to March 31, 2028

PRICING TABLE 7:			
A	B	C	D = (BxC)
Virtual part-time group language training sessions	All-inclusive Firm Hourly Rate	Estimated quantity for evaluation purposes only*	Total Estimated Price (Applicable Taxes Extra)
Delivery of virtual part-time group language training sessions for all learners (as per section 4 in SOW)	\$	6,500 hours	\$
Preparation (as per Section 4 in SOW)	\$	270 hours	\$
Total Price for Pricing Table 7:			\$

PRICING TABLE 8:			
A	B	C	D = (BxC)
Virtual part-time group language training sessions	Firm All inclusive Unit Price	Estimated quantity for evaluation purposes only*	Total Estimated Price (Applicable Taxes Extra)
Individual Language Assessment (per learner)	\$	120	\$
Learners' Progress Report (per learner)	\$	120	\$
Total Price for Pricing Table 8:			\$

Option period 4: April 1, 2028, to March 31, 2029

PRICING TABLE 9:			
A	B	C	D = (BxC)
Virtual part-time group language training sessions	All-inclusive Firm Hourly Rate	Estimated quantity for evaluation purposes only*	Total Estimated Price (Applicable Taxes Extra)
Delivery of virtual part-time group language training sessions for all learners (as per section 4 in SOW)	\$	6,500 hours	\$
Preparation (as per Section 4 in SOW)	\$	270 hours	\$
Total Price for Pricing Table 9:			\$

PRICING TABLE 10:			
A	B	C	D = (BxC)
Virtual part-time group language training sessions	Firm All inclusive Unit Price	Estimated quantity for evaluation purposes only*	Total Estimated Price (Applicable Taxes Extra)
Individual Language Assessment (per learner)	\$	120	\$
Learners' Progress Report (per learner)	\$	120	\$
Total Price for Pricing Table 10:			\$

Optional Services

Optional Services	Hourly rate (A)	Number of hours (B)	Total estimated price (C) C = A x B
Language Exam Preparation as per Statement of Work Section 7.0	\$	100	\$

Total Evaluated Price = Initial Period (Total Price for Pricing Table 1 + Total Price for Pricing Table 2) + Option Period 1 (Total Price for Pricing Table 3 + Total Price for Pricing Table 4) + Option Period 2 (Total Price for Pricing Table 5 + Total Price for Pricing Table 6) + Option Period 3 (Total Price for Pricing Table 7 + Total Price for Pricing Table 8) + Option Period 4 (Total Price for Pricing Table 9 + Total Price for Pricing Table 10)



PART 5 – CERTIFICATIONS

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

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

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 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 (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from Human Resources and Skills Development Canada (HRSDC) - 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract, when the Contract is valued at \$1,000,000 and above, Applicable Taxes included.

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

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 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.

2.2 Education and Experience

2.2.1 SACC Manual clause A3010T (2010-08-06) Education and Experience



PART 6 – RESULTING CONTRACT CLAUSES

1. Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions* Manual to form the body of the Contract; it does not include the general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King in right of Canada as represented by the Minister of Finance and any other person duly authorized to act on behalf of that minister;

"Contract" means the Articles of Agreement, the general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

2. Security Requirement

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

Unscreened Contractor personnel may be used for portions of the work but **MUST NOT** have access to any **PROTECTED** information and must be escorted at all times while on OSFI premises, and must ensure that its personnel are made aware of and comply with this restriction.

Definitions: Protected information refers to specific provisions of the Access to Information Act and the Privacy Act and applies to sensitive personal, private, and business information. (Source: Treasury Board of Canada Secretariat)



3. Statement of Work

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

4. 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>) issued by Public Works and Government Services Canada.

4.1 General Conditions

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

4.2 Supplemental General Conditions:

4008 (2008-12-12), Supplemental General Conditions - Personal Information

4.3 Annexes

All Annexes apply to and form part of the Contract.

5. Term of the Contract

5.1 Period of Contract

The period of the Contract is from Contract Award up to and including March 31, 2025.

5.1.1. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one-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 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. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: France Emond
Title: Senior Contracting Officer
The Office of the Superintendent of Financial Institutions
Corporate Services
Procurement and Contracting
255 Albert Street, 12th Floor
Ottawa, ON K1A 0H2
E-mail address: contracting@osfi-bsif.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.

6.2 Project Authority *{To be inserted at contract award}*

The Project Authority for the Contract is:

Name: _____
 Title: _____
 Office of the Superintendent of Financial Institutions
 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.

6.3 Contractor’s Representative *{To be inserted at contract award}*

Name: _____
 Title: _____
 Telephone: _____
 E-mail address: _____

7. 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.

8. Payment

8.1 Basis of Payment

The Contractor will be paid firm hourly rates and fixed unit prices in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ _____ (to be inserted at contract award). Customs duties are included and Taxes are extra.

8.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

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 percent committed, or
- b. four (4) 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.

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.

8.3 Method of Payment

Monthly Payment

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

8.4 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 Contract must repay any overpayment, at Canada's request.

9. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the following address for certification and payment.

Office of the Superintendent of Financial Institutions
255 Albert St, 12th Floor
Ottawa, ON K1A 0H2
{Details to be inserted at contract award}
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

10. Certifications

10.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



10.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

11. Applicable Laws

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

12. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010C (2022-12-01) General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Direct Deposit Enrolment Form and;
- (f) the Contractor's bid dated _____ *(to be inserted at contract award)*.

13. Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members:

(all the joint venture members named in the Contractor's original bid will be listed)
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - (i) _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - (iii) all payments made by Canada to the representative member will act as a release by all the members.
 - (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
 - (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
 - (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
 - (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.



14. Professional Services – General

- a. The Contractor must provide professional services on request as specified in this contract. Where in the Contract a specific individual is identified as required to perform the Work, the Contractor must make such person available to perform the work within 10 working days of the issuance of the Contract. Where such a specific individual is unavailable to perform the Work, Canada may elect to either (i) exercise its rights or remedies under the Contract or at law (including terminating the Contract for default), or (ii) Canada may require the Contractor to propose the replacement of the specific individual. This obligation applies despite any changes that Canada may have made to any hardware, software or any other aspect of the Identified User's operating environment.
- b. If there must be a change in a resource performing work under the Contract the Contractor must make the replacement available for work within 10 working days of the departure of the existing resource (or, if Canada has requested the replacement, within 15 working days of Canada's notice of the requirement for a replacement).
- c. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency) and must be competent to provide the required services by any delivery dates described in the Contract. The resource must be approved by Canada prior to the replacement at the Work site.
- d. The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to Canada's satisfaction. A Contractor representative will meet with the Project Authority on a regular basis (as specified by Canada) to discuss the performance of its resources and to resolve any issues at hand.
- e. If the Contractor fails to meet any of its obligations under this Article, or fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Project Authority within 10 working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

15. Safeguarding Electronic Media

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately re-place it at its own expense.

16. Representations and Warranties

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to



perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

17. Confidentiality of Information

0. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.
1. Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
2. The obligations of the Parties set out in this section do not apply to any information where the same information:
 - (a) is publicly available from a source other than the other Party; or
 - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information,
or
 - (c) is developed by a Party without use of the information of the other Party

18. Dispute Resolution Services

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

19. Contract Administration

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



Annex A – Statement of Work

1. Objective

The Learning and Development Division of the Office of the Superintendent of Financial Institutions has a requirement for the provision of part-time group language training in French and English for OSFI employees across the 4 OSFI offices (Montreal, Ottawa, Toronto and Vancouver).

2. Background

The Office of the Superintendent of Financial Institutions (OSFI) is the primary regulator of federally chartered financial institutions and federally administered pension plans. OSFI's mission is to protect the rights and interests of depositors, policyholders, pension plan members and creditors of financial institutions, and to advance and administer a regulatory framework that contributes to public confidence in a competitive financial system. OSFI supervises and regulates all banks, and all federally incorporated or registered trust and loan companies, insurance companies, cooperative credit associations, fraternal benefit societies and pension plans.

Detailed information about the Office of the Superintendent of Financial Institutions (OSFI), including our mission and objectives, history, organization and how we regulate can be found at OSFI's website www.osfi-bsif.gc.ca.

In order to maintain and to improve their second language skills, OSFI employees are encouraged to participate in part-time group training.

3. Scope of Work

The Contractor must deliver part-time group language training **to up to 10 groups per session consisting of up to eight (8) groups of French training and up to two (2) groups of English training**. Each part-time group training must consist of two (2) ninety (90) minutes classes per week.

OSFI requires 3 terms every calendar year following the schedule below:

- April/May 2024 for up to 9 weeks (Spring Session)
- September 2024 for up to 9 weeks. (Fall Session)
- January 2025 for up to 9 weeks. (Winter session)

Second language training is intended for employees who want to enhance their career development opportunities, maintain their language proficiency levels, or for succession planning purposes and employees who have a statutory requirement to attain the Public Service Commission's (PSC) Second Language Evaluation language proficiency levels A, B or C in the three following abilities:

- Written Expression;
- Written Comprehension; and
- Oral Proficiency.

Note that there is a possibility that the number of groups might go up or down based on availability, interest and other factors.



4.0 Types of training required in Written Expression, Written Comprehension and Oral Proficiency

4.1 Training Content

- The Contractor must utilize the CSPS training program called **Programme de français langue seconde (PFL2) levels A, B, C** (hereafter to as the Training Program) to deliver the language training.
- The Contractor must utilize the CSPC training program called **English-as-a-second-language training** levels A, B, C
- The training methodology, course configurations and the corresponding materials of the language training must be those of the Training Program.
- The training contents must reflect the three main aspects of official language: functional elements, work-related situations and an analogical approach.
- Training must involve real work situations and social activities that will enable OSFI employees to practice their second language communication skills. Therefore, the program must be based on learning the functional and structural elements of the language, as they would occur in practical work related situations and in conversation within a Canadian context.
- The Contractor can use its own program to complement the Training Program.

4.2 Language Level Evaluation

The Training Program level and objectives for each learner must be determined as per the following:
For part-time training learners: Learners will undergo a second language self-assessment through a tool put in place by Public Works and Government Services Canada (PWGSC) called the Self-assessment Tool for Part-Time Training. The teacher would place the learner in the appropriate group, based on the results of the learner's self-assessment ([Self-assessment tests - Canada.ca](#)).

At a minimum the Contractor must use the results of the self-assessment in order to determine the learners' current level and recommend a starting lesson based on the Training Program, the learning pace that best suits the employees' needs and the estimated training time required to achieve the desired second language proficiency level in a group-learning environment.

5. Tasks and Deliverables

The tasks and deliverables that the Contractor must perform includes, but not limited to, the following:

a) Conduct individual assessment:

Participants will be identified by OSFI at least one to two (1-2) week(s) before each session.

The Contractor must conduct an individual assessment of all learners within 10 business days of receiving the participant list and establish the groups based on their language proficiency (beginner / intermediate / advanced) and their learning goals (i.e. French or English, language assessment in reading, writing and oral, and by area of focus for the training (reading, writing and oral, or reading and writing only, or oral only, or maintenance of their level).

Once the assessments are completed, the Contractor will provide the list of groups and their level to the Project Authority for their review and approval.



b) Training preparation

- **Training Preparation:** The Contractor will be allotted a maximum of 30 minutes per group, per class prior to the session to prepare for the session.

- **Develop a course Training Plan:**
For all OSFI learners, including those with learning challenges, the Contractor must develop a Course Training Plan for all language proficiency levels (A, B and C) of the PSC Second Language Evaluation which will be reviewed and approved by the Project Authority prior to each training sessions.
The Course Training Plan that must include the following:
 - a) the course objectives,
 - b) method of delivery of the curriculum leading to the successful completion of the second language evaluation test for the three following abilities per language proficiency levels A, B or C; and
 - c) proposed timeline for learners' progress evaluation.

Examples of training objectives are:

- Objective to be met (e.g. the level of language proficiency to attain, etc.),
- number of hours required to meet the objective(s); and
- Establishment of the training and learning stages, which will be formally assessed at a specific date.

The Contractor must provide each learning group detailed training objectives addressing types of training required in Written Expression, Written Comprehension and Oral Proficiency (developed in cooperation with the learners), and revise them periodically.

c) Delivery of virtual part-time group language training sessions for all learners:

- **Deliver part-time group language training** as per schedule determined between the Project Authority and Contractor.
- **Attendance Reports:** Provide OSFI Project Coordinator; daily attendance reports for each learner including the late arrivals and early departures and including the number of hours of instruction.
- **Class Attendance:** Clarify expectations at the beginning of each class and refer late comers and early departure to PA.
- **Class Discrepancy:** Examine the composition of the groups and make necessary adjustments within the first two weeks of the course. The PA must approve all adjustments.
- **Course Material:** Provide directives, teaching aids, course material and other necessary pedagogical tools; supplementing with OSFI specific and/or financial industry unclassified topic (refer to Learners' preference);

The time allotted for the delivery of the training is 3 hours per week for each sessions.

d) Learners' Progress Report: At the completion of each term, the Contractor must provide a summary report of learner's progress noting strengths and weaknesses, activities and recommendations for changes and/or improvements to evaluate the learner's progress vis-à-vis the objectives. The time allotted for the completion of the learners' progress reports for the French or



English training session is to be determined by the Contractor. The Contractor must send the learners' progress reports to each learner and to the Project Authority after each term.

- e) **Feedback Report:** After each training session, OSFI will provide each learner with an online Course Feedback Evaluation as required. The Course Feedback Report must be completed by each learner and then submitted to the Project Coordinator. A summary of the evaluation results can be provided to the teacher upon request.

6. Accessibility requirements

6.1 Electronic documents

All electronic non-web documents (e.g. PDF, Microsoft Word and PowerPoint) must be in an accessible format conformant to clause 10 of the [ICT Accessibility Requirements](#). Electronic documents include but are not limited to:

- learning materials,
- reports,
- email communications with government of Canada stakeholders.

Ensure that all material provided respect accessibility rules.

- All images/objects/shapes have descriptive text, a caption, or are described in the surrounding text.
- Animated content has an alternative or is described in text.
- The use of text boxes is avoided where possible. If text boxes must be used, Text Wrap is set to In Line with Text.
- The document is free of pictures of tables.
- Provide the material in advance to allow participants to open or print it with the required accessibility tools.

6.2 Guidance for creating accessible documents

For practical guidance on creating accessible documents, refer to these Accessible Document Guides.

6.1.2.3 Multiple formats Where documents are provided in more than one format (for example a report provided in both PDF and Excel format), at least one of these must be accessible as detailed in [ICT Accessibility Requirements](#). The accessible version must provide equivalent information to the inaccessible version. A notice must be posted indicating which format is accessible.

6.3 Video conferencing “virtual delivery system”

The virtual delivery system must provide a dial-in option so that learners can access the training by phone. The virtual delivery system must be able to display captions for classroom audio as per clause 9.1.2.4 “Captions (live)” as indicated in [ICT Accessibility Requirements](#). (Note that manual captioning service is only expected to be provided in response to an accommodation request, at the Identified User's expense.) based on requests for accommodation, a specific virtual delivery system may be requested by the Identified User, to be agreed upon by both parties. If the Offeror doesn't already uses the virtual delivery system agreed upon, the Identified User will provide the system or will be responsible for the expense.



7. Schedule

The language training sessions must be delivered between working hours of 9:00 am to 5:00 pm eastern time however may be adjusted based on discussion between the teacher and the learners.

8. Optional Services:

Language Exam Preparation

OSFI reserves the right to request up to 100 hours of additional hours of individual or group language training, in preparation for a Public Service Commission of Canada language exam. The optional services will be evidenced through a contract amendment if required upon approval by the Project Authority.

9. Material

The Contractor must provide all the necessary teaching materials and have them ready for each session, at no additional cost.

10. Specific Condition for Group Training

As required, the Project Authority or their delegate may observe one or more classroom sessions. Suggestions may be made to improve teaching quality.

11. Location of Work

The work must be conducted virtually via acceptable platform such as MS Teams, Zoom or similar.

12. OSFI Support

The Project Authority or their delegated Project Coordinator will be responsible for scheduling virtual meetings and sending every participant their schedule and meeting invitations in advance of the sessions.

13. Cancellation Policy

- a) No penalty for OSFI when advance notice of 48 hours or more; or
- b) 100% of training fees will be paid when notice of cancellation are less than 48 hours.

14. Method of Acceptance

Deliverables will be considered complete upon review and acceptance by the Project Authority.



Annex B – Basis of Payment

Payment will be made on receipt and acceptance of the Contractor's invoice(s), for all of the work and deliverables outlined in Annex A – Statement of Work.

(To be inserted at contract award)



ANNEX C - DIRECT DEPOSIT ENROLMENT FORM FOR BUSINESSES



Public Works and Government Services Canada Travaux publics et Services gouvernementaux Canada

Protected "B" when completed
Protégé « B » lorsque rempli

DIRECT DEPOSIT ENROLMENT FORM FOR BUSINESSES

FORMULAIRE D'INSCRIPTION AU DÉPÔT DIRECT POUR LES ENTREPRISES

PRIVACY NOTICE The personal information is collected under the Financial Administration Act, ss. 17(1) and 35(2). The information is used and disclosed to relevant federal program(s) and your financial institution for direct deposit purposes. Direct deposit payments can not be made without provision of information requested. Personal information is protected in accordance with the provisions of the Privacy Act. Under the Act, individuals and businesses have a right to request access and correct their personal information, if erroneous or incomplete.

AVIS DE CONFIDENTIALITÉ Les renseignements personnels sont recueillis en vertu de la Loi sur la gestion des finances publiques, par. 17(1) et 35(2). Les données sont utilisées et divulguées à des programmes fédéraux pertinents et à votre institution financière aux fins de dépôt direct. Les paiements par dépôt direct ne peuvent être effectués sans que les renseignements requis aient été fournis. Les renseignements personnels sont protégés conformément aux dispositions de la Loi sur la protection des renseignements personnels. En vertu de cette loi, toute personne ou entreprise a le droit de demander d'accéder à leurs renseignements personnels et à corriger ces derniers s'ils sont erronés ou incomplets.

Print clearly and in block letters. Please keep the appropriate federal government department informed of any changes to your mailing address. Should the department require clarification on the data you have provided, they will contact you.

Écrivez lisiblement et en lettres moulées. Veuillez informer le ministère fédéral approprié de tout changement d'adresse. Un représentant du ministère communiquera avec vous si des clarifications sur les données que vous avez fournies sont nécessaires.

PART A - PARTIE A

1) Business Name / Nom de l'entreprise: _____

Business Address / Adresse de l'entreprise (Include Unit No., R.R. or P.O. Box - Indiquer le n° d'unité, la route rurale ou la case postale): _____

Province: _____

City, Town / Ville: _____ Postal Code / Code postal: _____

2) Authorized Representative's Name / Nom du représentant autorisé: _____

Email Address / Adresse courriel: _____

Telephone / Téléphone: _____ Fax / Télécopieur: _____

PART B - PARTIE B

Branch No. / N° de succursale: _____

Institution No. / N° de l'institution: _____

Account No. / N° de compte: _____

Name of Account Holder(s) / Nom(s), titulaire(s) du compte: _____

Financial Institution's Stamp Here / Cachet de l'institution financière ici: _____



How to complete Part B

See example below

- 1. Cheque number - not required.
- 2. Branch number - 5 digits.
- 3. Institution number - 3 digits.
- 4. Account number - as shown on your cheque.

Comment remplir la partie B

Voir l'exemple ci-dessous

- 1. Numéro du chèque - pas nécessaire.
- 2. Numéro de la succursale - 5 chiffres.
- 3. Numéro de l'institution - 3 chiffres.
- 4. Numéro de compte - comme il est indiqué sur votre chèque.

Name / Nom		Example / Exemple		Cheque No. / N° de chèque	0000000
P.O. Box / C.P. 000					
City / Ville, Canada H0H 0H0					
Pay to the order of / Payez à l'ordre de		"Void"		\$	
		« NUL »			
					Dollars
					Signature
⑈ 9999 ⑈		⑈ 9999999 ⑈ 9999 ⑈		9999 ⑈ 9999 ⑈ 9999 ⑈	
1	2	3	4		

Instead of completing Part B, you can attach a blank cheque for your bank account with "VOID" written on it. DO NOT ENCLOSE ANYTHING OTHER THAN YOUR VOIDED CHEQUE WITH THIS FORM.

Au lieu de remplir la partie B, vous pouvez joindre un spécimen de chèque portant la mention « NUL » au recto. À L'EXCEPTION DE VOTRE SPÉCIMEN DE CHÈQUE, NE JOIGNEZ AUCUN AUTRE DOCUMENT AU PRÉSENT FORMULAIRE.

PART C - PARTIE C

Account Identifier (e.g. vendor code) / Identificateur de compte (p. ex. code de fournisseur)

Grid for account identifier

NOTE: If you are unsure what account identifier to use, contact the Government of Canada department with whom you do business.

NOTA: Si vous ne savez pas quel identificateur de compte utiliser, communiquez avec le ministère avec lequel vous faites affaire.

PART D - PARTIE D

I, as an authorized representative of this business, grant the Receiver General for Canada the right to deposit future payment(s) directly into the bank account specified until further notice.

En tant que représentant(e) autorisé(e) de cette entreprise, j'accorde au receveur général du Canada le droit de déposer les prochains paiements directement dans le compte bancaire désigné, et ce, jusqu'à nouvel ordre.

Date grid

Date (YYYYMMDD) / Date (AAAAMMJJ)

Signature line with 'X' mark

Signature of Authorized Representative / Signature du (de la) représentant(e) autorisé(e)

Preferred Language / Langue de préférence: English / Français, Anglais / Français