

REQUEST FOR PROPOSAL

REQUIREMENT

SÉCURITÉ

DEMANDE DE PROPOSITION

Statistique Canada

Date of Solicitation – Date de l'invitation:

May 6, 2022

Address inquiries to – Adresser toute demande de renseignements à:

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Page

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1 of/de 40

N/A

Proposal to / Propositions aux:

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THIS DOCUMENT CONTAINS A SECURITY

CE DOCUMENT CONTIENT UNE EXIGENCE DE

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

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

Instructions:

Instructions:

particulier.

Destination

Municipal taxes are not applicable.

Les taxes municipales ne s'appliquent pas.

Unless otherwise specified herein by the Crown, all prices quotes are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B., including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax is to be shown as a separate item.

Sauf indication contraire, énoncée par la Couronne, dans les présentes,

somme de la taxe sur les produits et services devra être un article

tous les prix indiqués sont des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être F.A.B., y compris tous frais de livraison à la (aux) destination(s) indiquée(s). La

Solicitation No - No de l'invitation :

J058932/A

Solicitation closes – L'invitation prend fin

At - à: 14:00 EST

On - le: June 14, 2022

Update - Mise à jour :

Delivery required – Livraison exigée

Delivery offered – Livraison proposée

Vendor Name and Address – Raison sociale et adresse du fournisseur

Facsimile No – N° de télécopieur : Telephone No – N° de téléphone :

Signature Date

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 (caractère d'impression).

Name - Nom:

Title - Titre :

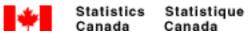


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ANNEX D TO PART 5 OF THE BID SOLICITATION...... ERROR! BOOKMARK NOT DEFINED.

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

- 1. Before Contract award, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses;
 - the Bidder's proposed individuals requiring access to classified or protected information,
 assets or sensitive work sites must meet the security requirements 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.
- 3. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

1.2 Statement of Work

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

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

"Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions (2003) incorporated by reference above is deleted in its entirety and replaced with the following:

at the time of submitting an arrangement under the Request for Supply Arrangements
(RFSA), the Bidder has already provided a list of names, as requested under the <u>Ineligibility</u>
<u>and Suspension Policy</u>. During this procurement process, the Bidder must immediately inform
Canada in writing of any changes affecting the list of names".

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

2.2 Former Public Servant

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

Definitions

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

a. an individual;

- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 <u>Contracting Policy Notice: 2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 2 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)

• Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

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.

3.1.1 Electronic Payment of Invoices - Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the <u>Competition Act</u>, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Please refer to Part 4 – Technical Criteria

4.1.1.2 Point Rated Technical Criteria

Please refer to Part 4 - Technical Criteria

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of points overall for the technical evaluation criteria which are subject to point rating
- 2. Bids not meeting (choose "(a) or (b) or (c)" OR "(a) or (b) or (c) and (d)") will be declared non-responsive.

- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

		Soumissionnaire 1	Soumissionnaire 2	Soumissionnaire 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		55 000,00 \$	50 000,00 \$	45 000,00 \$
	Technical Merit Score			
Calculations		115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 24,54	45/50 x 40 = 36,00	45/45 x 40 = 40,00
Combined Rating		83.34	75.56	80.89
Overall Rating		1st	3rd	2nd

ATTACHMENT 1 TO PART 4 - TECHNICAL CRITERIA

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

Mandatory technical criteria (Mandatory technical criteria) (Mandatory technical criteria (Mandatory technical criteria (Mandatory technical criteria (Mandatory technical criteria) (Mandatory technical criteria (Mandatory technical criteria) (Ma	tory technical criteria specified below, the	MET	NOT MET
Offeror's Capacity	Description of mandatory technical criteria and instructions		
MTC 1 -Bidder's experience	The Bidder must demonstrate that since April 1, 2018, he or she has acquired at least 10,000 hours of experience teaching English as a second language to groups of at least four adult students at the beginner, intermediate, and/or advanced levels using the Canada School of Public Service's "CEWP" (Communicative English in the Workplace) or any other relevant communication-based English-as-a-second-language program. The Bidder must provide the following information for each training project to illustrate that the experience meets the requirements set out in MTC 1: I. The period over which the experience in teaching English as a second language was acquired, expressed in the following format: from (month/year) to (month/year); II. The number of training hours acquired during the specified period; III. The level or levels taught; IV. The name of the client (department) for whom classroom training was rendered; V. The current title, address, phone number and email address of the		

	client's delegated representative who would be able to confirm the information provided by the Offeror; VI. The name of the material or program used.		
Experience of the offeror's Workforce management	Description of mandatory technical criteria and instructions	MET	NOT MET
MTC 2 - UNDERSTANDING OF POTENTIAL PROBLEMS OR ISSUES	The Bidder must demonstrate an understanding of potential problems or issues related to teacher management and retention and propose measures to ensure teacher retention. At a minimum, the bidder should: - describe the problems or issues related to the management and retention of teachers and their impact on Statistics Canada's requirements, and; - describe the approach it will take to obtain additional teachers and replacements. It should include proposed measures to maintain a pool of teachers, to evaluate and retain them (such as an incentive program), and to continually seek to improve practices to attract and recruit teachers. MAXIMUM 1 PAGE RESPONSE		
Experience of the offeror's workforce performance management	Description of mandatory technical criteria and offer preparation instructions	MET	NOT MET
MTC 3 - UNDERSTANDING POTENTIAL PROBLEMS OR ISSUES RELATED TO TEACHER PERFORMANCE	The Bidder must demonstrate an understanding of potential problems or issues related to teacher performance. At a minimum, the bidder should: a) provide a detailed description of at least four potential teacher performance problems or issues; b) make appropriate connections between: 1) the proposed potential problems or issues identified; and 2) Statistics		

Canada's requirements; and	
c) describe the approach that will	
be taken to address the	
potential problems or issues.	
MAXIMUM 1 PAGE RESPONSE	

POINT-RATED TECHNICAL CRITERIA

The Bidder must propose four (4) resources in response to this RFP. Each resource will be assessed on the point rated criteria

If more than four (4) teachers are proposed, only the first four resources presented in the bid will be evaluated.

Bids that do not meet the minimum points required will be considered non-compliant and removed from the standing offer process. Each point-rated technical criterion must be addressed separately.

Resource	PRTC	Maximum Number of Point	Minimum number of points required
Resource 1	PRTC 1 Experience of the proposed teaching resource	20	10
	PRTC 2 Education	20	10
	PRTC 3 Distance learning	10	5
Resource 2	PRTC 1 Experience of the proposed teaching resource	20	10
	PRTC 2 Education	20	10
	PRTC 3 Distance learning	10	5
Resource 3	PRTC 1 Experience of the proposed teaching resource	20	10
	PRTC 2 Education	20	10
	PRTC 3 Distance learning	10	5
Resource 4	PRTC 1 Experience of the proposed teaching resource	20	10
	PRTC 2 Education	20	10

PRTC 3 Distance learning	10	5
Overall Score	200	100

Point-Rated Technical Criterion	Bid Preparation Instructions	Point Allocation
PRTC 1- Experience, for each proposed teacher, in teaching ESL to adult groups of at least 4 learners each, at beginner, intermediate and advanced levels	For each of the proposed teachers, the Bidder should provide the following information on all training hours for which the teachers' experience meets the criterion:	Points will be awarded per proposed resource as follows for the cumulative total of the Bidder's demonstrated experience:
	Number of teaching hours;	1) 1000 to 2,000 hours: 10 points
	2. The level(s) taught	or
	3. The period during which training services were provided, entered as follows: from (month/year) to (month/year);	2) 2,001 to 4,000 hours 15 points
	4. Clearly indicate the hours taught to a federal government clientele, listing the department name and month/year to month/year	or 3) 4,001 hours or more: 20 points
PRTC 2- Education of the proposed teaching resource	For the proposed teaching resource, the Bidder should provide copies of the degrees and/or documents attesting to their education.	Points will be awarded per proposed resource as follows for the cumulative total of the Bidder's demonstrated education:
		University degree. If issued outside Canada, please include

	appropriate explanatory documentation.
	10 points
	or
	2) University degree with specialization in teaching. If issued outside Canada, please include appropriate explanatory documentation.
	16 points
	or
	3) University degree with specialization in teaching English as a second or foreign language, issued by a recognized Canadian university, or with equivalences if earned outside the country (please include the appropriate explanatory documents).
	20 points

Point-Rated Technical Criterion	Bid Preparation Instructions	Point Allocation
PRTC 3- Distance Learning	The Bidder should demonstrate that the proposed teaching resource has knowledge related to teaching adults virtually. At a minimum, the Bidder must: • identify the platform used; • provide the number of hours spent teaching online; • confirm that the resource occasionally uses the various functions of the platform.	Points will be awarded per proposed resource as follows for the cumulative total of the Bidder's demonstrated experience: 1) Identified platform - Clearly identified = 2 points - Not clearly identified = 0 points 2 points AND 2) Number of hours of virtual instruction - More than 2,000 hours = 7 points - 1,000 to 2,000 hours = 5 points - 500 to 1,000 hours = 3 points - Less than 500 hours = 2 points AND 3) The Bidder confirms that the teaching resource occasionally uses the various features of the platform. - Confirmed with a few details and/or examples = 1 point - Not confirmed/not clearly explained = 0 points 10 points

PRTC 1 to 3. UNDERSTANDING THE REQUIREMENTS: Maximum of 50 points, minimum of 25 points PER RESOURCE

The following rating scale will be used to assess criteria PRTC 1 to PRTC 3 PER RESOURCE

Scoring

Description

50 points

Demonstrated that the proposed teaching resource meets all requirements and exceeds expectations.

40 points

Very good experience, meets the requirements of the field being evaluated very well, education related to the field in question (teaching French as a second language). Good knowledge of the use of a virtual platform.

25 points

Minimum experience in teaching French as a second language, sufficient education and minimum knowledge of the use of an online platform.

Less than 25 points

Insufficient experience to demonstrate that the offer meets the requirements of the field being evaluated; omission of multiple points or lack of clarity in the presentation of documents or credentials. Did not adequately demonstrate that the teaching resource has the required knowledge of how to use a virtual platform.

Canada

RFP#: J058932/A

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment Canada (ESDC) - Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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

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

The Bidder must provide the Contracting Authority with a completed annex titled 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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual Clause A3005T Status and Availability of Resources

5.2.3.2 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

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 Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

PWGSC FILE No. J058932

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 4. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) Contract Security Manual (Latest Edition).

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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

<u>2010C</u> (2021-12-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from Contract award to June 30, 2023 inclusive.

Statistique Canada

RFP#: J058932/A

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by three (3) additional one year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.5 Authorities

Name: _____

Name: _____

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Susan Hall

Title: Contracting Advisor

Address: 150 Tunney's Pasture Driveway, Ottawa, ON K1A 0T6

Telephone: 613-882-2470

E-mail address: statcan.macsbids-smcsoumissions.statcan@statcan.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 (TBD at contract award)

The Project Authority for the Contract is:

6.5.3	Contractor's Representative (TBD at contract award)
•	Vork can only be made through a contract amendment issued by the Contracting Authority.
	nder the Contract. Technical matters may be discussed with the Project Authority, however the Authority has no authority to authorize changes to the scope of the Work. Changes to the scope
	·
	oject Authority is the representative of the department or agency for whom the Work is being out under the Contract and is responsible for all matters concerning the technical content of the
E-mail a	address:
	one:
Address	S:
Organiz	zation:
ı itie:	

Title: _	
Organi	zation:
	SS:
	one:
E-mail	address:
6.6	Proactive Disclosure of Contracts with Former Public Servants
Service reporte	viding information on its status, with respect to being a former public servant in receipt of a <i>Public e Superannuation Act</i> (PSSA) pension, the Contractor has agreed that this information will be ed on departmental websites as part of the published proactive disclosure reports, in accordance ontracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada
6.7	Payment
6.7.1	Basis of payment: Cost reimbursable – Limitation of expenditure
in acco	ontractor will be paid for its costs reasonably and properly incurred in the performance of the Work, ordance with the Basis of payment in Annex B, to a limitation of expenditure of \$ (to be d at contract award). Customs duties are included and Applicable Taxes are extra.
6.7.2	Limitation of Expenditure
1.	Canada's total liability to the Contractor under the Contract must not exceed \$ 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 Electronic Payment of Invoices – Contract

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

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

6.8 Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- c. Invoices must be distributed as follows:
 - One (1) electronic copy must be forwarded to the address below for certification and payment.

Email: financecounter@statcan.gc.ca

One (1) electronic copy must be forwarded to the Contracting Authority and the Project Authority identified under the section entitled "Authorities" of the Contract

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.

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 <u>2010C</u> (2021-12-02), General Conditions Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, SRCL;
- (f) the Contractor's bid dated (insert date of bid).

6.12 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

6.13 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of meditation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(b) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by email at boa.opo@boa-opo.gc.ca, or by web www.opo-boa.gc.ca.

6.14 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met. To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web www.opo-boa.gc.ca.

ANNEX A

STATEMENT OF WORK

1.0 BACKGROUND

Federal institutions have a responsibility to ensure that employees appointed or deployed to a bilingual non-imperative position fulfill their commitment to become bilingual. Every institution must determine ways for employees to meet the language requirements of their position.

To meet its obligations under the *Official Languages Act* and better fulfill its responsibilities with respect to language training, Statistics Canada provides both an English-as-a-second-language and a French-as-a-second-language training program at its Language Training Centre. This program, aimed at employees of Statistics Canada and other federal departments or agencies, can accommodate approximately 500 learners per session for all types of courses in French and English as a second language, full-time as required, part-time, and for individual courses, etc. The purpose of this contract is to obtain courses and services for the English as a second language program.

Part-time training is the primary method of training employees to achieve the required level of proficiency in their second official language. Most of the Centre's learners are enrolled in part-time group courses.

In its Language Training Program, Statistics Canada has always strived to offer a range of courses suited to the needs of employees and operational circumstances to help participants improve their skills in their second official language. Statistics Canada must ensure that the training enables participants to reach a given level in an appropriate amount of time, while maximizing the efficiency of the program.

Under this contract, Statistics Canada will be responsible for managing and administering the Language Training Program. This includes determining the required training materials, managing the course schedule, providing pedagogical follow-up, ensuring quality assurance and quality control of the teaching and services provided, and developing guidelines and directives for the program management.

Provide training for English as a second language

These are part-time group courses, online or in person (depending on the client's needs) for employees working at Statistics Canada. These courses include general courses based on the CEWP (Communicative English in the Workplace), as well as relevant books used in the intermediate and advanced program.

In addition to teaching, the training includes the following:

Course planning

- determining training objectives;
- developing lesson plans (not required to have a written plan, but each lesson must be structured and must address the final objectives of the session);

preparing activities based on the different needs and types of learners.

Course administration

part-time course facilitation;

- keeping a class journal to monitor learners' progress;

- evaluating students and providing feedback on their performance.

Course evaluation and follow-up

- weekly reporting of student attendance to the registrar's office;
- preparing reports as needed;
- presentation of end-of-session recommendations for each learner, following the learners' evaluation (next level, with a view to the next session);
- administer mid-term and/or end-of-term evaluation tests, or as needed.

All these tasks must be performed in accordance with Statistics Canada directives.

Preparation and planning time

Teachers who teach 35 hours or more per week in the virtual format will receive an additional hour per week for lesson planning, platform preparation, as well as learner reports and one-on-one meetings. These hours will be added to the number of hours taught.

Teachers who teach less than 35 hours per week will be given one half-hour per week (two hours per month) for planning lessons and preparing reports for their learners. This half hour of preparation will be added to the number of hours taught.

SUMMARY OF SERVICES REQUIRED FOR COURSES FOR ENGLISH AS A SECOND LANGUAGE

Up to four (4) teaching resources to pro		Approximate number of learners per group	Approximate number of groups per teaching resource or English as a second	Approximate number of hours per session per group
A) Give	e training for English as a second			
1.	Part-time group training including distance training (3 to 4 sessions per fiscal year)	5 to 8	6 groups per session	Average of 70 hrs Per period of 3 months
2.	Part-time group training including distance training (summer session when available)	5 to 8	2 groups for the session	60 hrs for 1 month
3.	Private and semi-private courses	1 to 2	On demand	On demand
4.	Administration of placement interviews	XX	xx	40 interviews per session

3.0 PARAMETERS

3.1 Part-time training

Part-time group training is offered with materials related to the CEWP found on the Government Publications website (1-Beginner and Intermediate Levels, 2-Advanced Level, 3-English Second Language Evaluation):

https://publications.gc.ca/site/eng/search/LanguageLearningProductsCatalogueAB.html

Distance learning

Since 2020, a new solution has been offered to Statistics Canada employees, allowing them to access the language training program at a distance. Employees can now take language training in a virtual classroom. The platform used is **Teams**. The service provider must ensure that its teaching resources use Teams, and is solely responsible for paying the fees associated with the use of such a platform.

The teacher must be able to use their virtual platform to:

- Deliver lessons to each group.
- Share documents
- Create sub-groups to facilitate the learners' speaking time.

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Face-to-face/in-class training

Return to class date to be determined.

Days and hours of training

Training sessions are to be held between 8:00 a.m. and 4:30 p.m., Monday through Friday, except on designated federal government employee holidays:

- a) New Year's Day (January 1)
- b) Good Friday
- c) Easter Monday
- d) Victoria Day (Patriots' Day in Quebec)
- e) St-Jean Baptiste Day (June 24, only for public servants working in Quebec)
- f) Canada Day (July 1)
- g) Provincial Civic Holiday (first Monday in August for services in Ontario, Manitoba, Saskatchewan, British Columbia, New Brunswick, Nunavut, Northwest Territories, Alberta, Nova Scotia, Prince Edward Island; third Monday in August in Yukon; date determined annually in Newfoundland and Labrador)
- h) Labour Day (first Monday in September)
- I) National Day for Truth and Reconciliation (September 30)
- j) Thanksgiving (second Monday in October)
- k) Remembrance Day (November 11)
- I) Christmas Day (December 25)
- m) Boxing Day (December 26)

Note: Family Day in Ontario is not a federal holiday and is considered a regular work day. Furthermore, the number of teachers is greatly reduced during the month of August and between December 24 and January 1.

Learning materials

A variety of teaching tools are available at <u>government publications</u>, and the site provides access to a comprehensive set of learning resources designed to meet individual needs, including the CEWP and Interaction Canada modules (advanced level), as well as products for second language maintenance. Statcan's pedagogical team can also assist teaching resources with additional materials deemed relevant.

Statistics Canada reserves the right to audit supplementary materials used by the Contractor and to remove or request modifications to any materials that do not fit the communicative approach we advocate for language training.

Student satisfaction

At the end of each session, students are asked to fill out a questionnaire, developed by Statistics Canada, on their satisfaction with the language training program, including feedback on the online instruction, administration and instructors.

Statistics Canada is responsible for managing and administering the evaluation process. A summary of the teacher evaluations is sent to the Contractor quarterly.

Student's attendance

Teachers must record the attendance of their students in each class on a daily basis, and must notify the pedagogical advisors or the registrar's office of employees who are frequently absent, often leave early or regularly arrive late.

Student progress

Training is a shared responsibility among the students, Contractor (teachers) and Statistics Canada (pedagogical advisors, the chief of language training, the Project Authority, the Project Authority's representative and management). Accordingly, these individuals must work together to closely monitor the performance and progress of the students, both individually and collectively.

For each type of training, the teacher is responsible for informing a pedagogical advisor as soon as possible of situations that may affect the progress of their learners (learning problems, repetitive or prolonged absences, or other reasons).

For part-time training, teachers will meet with students individually to comment on their strengths and weaknesses and to identify areas that need improvement. They will record this information and other relevant observations in the learner's logbook or in a progress report. When necessary, they will also administer tests designed and provided by Statistics Canada to verify learner achievement at the end of each objective or step or as determined by Statistics Canada. At the end of the course, they will recommend, for each learner, the level of the subsequent course.

The part-time learner must achieve a score of at least 80% on the prior learning assessment administered after each objective to move on to the next objective or step. Statistics Canada thus seeks to promote knowledge retention and maximize the pass rate of employees taking language training. Therefore, Statistics Canada will regularly evaluate the effectiveness of the Contractor's training to ensure that the success rate reflects the actual progress of learners. The Second Language Evaluation (SLE) will determine the success rate of both the students and the program.

SCHEDULES: GROUP COURSES

Group courses will be held according to schedules set before each session. If the Contractor cannot give a course after receiving email confirmation that it would be held, they must give the Project Authority or their representative two business days of notice to allow Statistics Canada to make the necessary adjustments.

QUALITY ASSURANCE AND CONTROL

The Project Authority or their representative may periodically attend and observe courses at any time during the session. If a teacher's performance is considered inadequate or progress insufficient, the Project Authority or their representative will inform the Contractor, who must take the necessary steps to remedy the situation in cooperation with the Project Authority or their representative.

TEACHERS

The Contractor must agree to provide teachers for the entire duration of the courses. These must be the teachers proposed in the bid and designated in the contract, unless the Contractor is unable to provide their services for reasons beyond their control.

All the teachers must be qualified as teachers of English as a Second Language and have experience teaching adults, i.e.:

- A minimum of 1000 hrs of ESL teaching experience, including a minimum of 500 hrs of experience with federal employees;
- A degree from a recognized Canadian university, or its equivalence if the degree was obtained outside Canada. If the proposed resource does not have their equivalences, approval will be at the discretion of the StatCan Project Authority.

Each proposed teacher will be approved at the discretion of the Project Authority. In the event that the teacher does not meet the requirements, the Contractor must provide the Project Authority with a different resume.

The Contractor must designate a teacher representative from their school to serve as the primary contact for teachers. The Contractor must provide the name, phone number, and email address of the pedagogical advisor who will act as the Contractor's representative.

Role of the pedagogical advisor

The pedagogical advisor is responsible for liaising between the Contractor and the teachers in their school. They also represent their school at Statistics Canada. The representative will perform the following tasks:

- ensure that the teachers of their school follow and comply with the Language Training Centre's administrative procedures;
- inform new teachers about administrative procedures and how the Centre operates;
- train new teachers on the Statistics Canada Language Training Program and explain the courses offered:
- help new teachers find the instructional and evaluation materials that they need to efficiently carry out their duties and responsibilities;
- collect the teachers' attendance sheets and submit them to the Contractor at the end of each
 month; deal with any problems that arise at Statistics Canada involving one or more of the
 teachers in their school, inform the principal/manager and the school's pedagogical advisors or
 the head of language training at Statistics Canada.

Absence of a teacher

If a teacher knows they must miss a class, they must notify their school and the registrar's office as soon as possible. If the absence is unplanned, the teacher must notify the Registrar's Office by email at languagetraining@statcan.gc.ca by 7:30 a.m. on the day of the absence. With some exceptions (e.g. summer session), make-up classes are scheduled at the end of the session according to the established calendar, so that the total number of hours per group per session is respected

If the number of days absent and/or late exceeds three per session, the Project Authority or their representative may require a meeting with the Contractor to assess the situation.

Teacher replacement

The Project Authority or their representative may ask the Contractor, in writing, to replace any teacher whose services are deemed unsatisfactory. The Contractor will have two business days to find a qualified replacement. If the Contractor is unable to do so, Statistics Canada may terminate the contract with the Contractor without penalty. Similarly, if a teacher must be replaced for an unforeseen reason, the Contractor must replace them within two business days.

The replacement of any teacher is subject to the following.

- 1. If the Contractor is unable, at any time, to provide the services of a person identified in the Standing Offer, the Contractor will provide the services of a replacement with equivalent or better qualifications and experience. The Contractor will pay for any training provided by Statistics Canada to the replacement teacher.
- 2. Prior to replacing a person named in this contract, the Contractor will provide the Project Authority or their representative, for approval, written notice stating:
- the reason for the withdrawal of the designated person;
- the name of the proposed replacement and their curriculum vitae;
- Proof that the proposed replacement has a "reliability status" security clearance.
- 3. The Project Authority reserves the right to check references and credentials, meet with the proposed teacher, and obtain information from its own sources.
- 4. Acceptance of a replacement by Statistics Canada does not relieve the Contractor of their responsibility to meet the requirements of this contract.
- 5. In the event that the teacher does not meet the requirements, the Contractor must provide the Project Authority with a different resume. If the Contractor cannot provide a second replacement, Statistics Canada reserves the right to request the services of another company.
- 6. Under no circumstances shall the Contractor have work performed by a person not authorized to work in Canada.
- 7. The Project Authority may order the removal of any unauthorized substitute, in which case the Contractor will immediately remove the individual from their position and provide a replacement in accordance with the provisions of this section.

ANNEX B

BASIS OF PAYMENT

The Contractor will be paid in accordance with the following basis of payment for work performed under the contract.

All inclusive firm rate

- a. The Contractor will be paid a firm all-inclusive rate per hour for services required during the contract period.
- b. The firm rates listed below include all costs associated with the work described in Annex A, Statement of Work.
- c. All deliverables are F.O.B. destination, including Canadian customs duties, if applicable.
- d. For billing purposes, the firm all-inclusive rates to be used shall be those indicated on the due date in the Application for Services used.
- e. The rates shown below, when submitted by the Bidder, include the total estimated cost of all travel and living expenses that may be incurred.

INITIAL CONTRACT PERIOD

Up to four (4) teaching resources to p	All inclusive fixed hourly rate A	Volumetric day (estimated) B	Total anticipated C=A x B
1. Part-time group training including distance training (3 sessions per fiscal year) 5 to 8 students per teacher 2. Part-time group training including distance training (summer sessions) 5 to 8 students 2 groups for the session per teacher	\$/hour \$/hour	1,260 hours (3 sessions (36 weeks per resource)) 120 hours (4 weeks per resource)	\$
Preparation and planning time	\$/hour	38 hours	\$
Private or semi-private courses	\$/hour	On demand	On demand

5. Placement interviews	\$/hour	On demand	On demand

OPTION PERIOD 1

Descri	ption	All inclusive fixed hourly rate	Volumetric day (estimated)	Total anticipated
		А	В	C=A x B
Up t	o four (4) teaching resources to pr	ovide training fo	r English as a seco	nd language
	Part-time group training including distance training (3 sessions per fiscal year) 5 to 8 students per teacher Part-time group training including distance training (summer sessions) 5 to 8 students 2 groups for the session per teacher	\$/hour \$/hour	1,260 hours (3 sessions (36 weeks per resource)) 120 hours (4 weeks per resource)	\$ \$
3.	Preparation and planning time	\$/hour	38 hours	\$
4.	Private or semi-private courses	\$/hour	On demand	On demand
5.	Placement interviews	\$/hour	On demand	On demand

OPTION PERIOD 2

Description	All inclusive fixed hourly rate	Volumetric day (estimated) B	Total anticipated C=A x B
Up to four (4) teaching resources to pr	ovide training fo	r English as a seco	nd language
Part-time group training including distance training (3 sessions per	\$/hour	1,260 hours	\$

2.	fiscal year) 5 to 8 students per teacher Part-time group training including distance training (summer sessions) 5 to 8 students 2 groups for the session per teacher	\$/hour	(3 sessions (36 weeks per resource)) 120 hours (4 weeks per resource)	\$
3.	Preparation and planning time	\$/hour	38 hours	\$
4.	Private or semi-private courses	\$/hour	On demand	On demand
5.	Placement interviews	\$/hour	On demand	On demand

OPTION PERIOD 3

Description	All inclusive fixed hourly rate	Volumetric day (estimated)	Total anticipated
	,	В	C=A x B
Up to four (4) teaching resources to p	rovide training fo	r English as a seco	nd language
Part-time group training including distance training (3 sessions per fiscal year) to 8 students per teacher	\$/hour	1,260 hours (3 sessions (36 weeks per resource))	\$
Part-time group training including distance training (summer sessions) to 8 students groups for the session per teacher	\$/hour	120 hours (4 weeks per resource)	\$
Preparation and planning time	\$/hour	38 hours	\$

4. Private or semi-private courses	\$/hour	On demand	On demand
5. Placement interviews	\$/hour	On demand	On demand

ANNEX C

SECURITY REQUIREMENT CHECKLIST

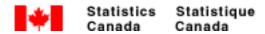
SECURITY REQUIREMENTS CHECK LIST (SRCL)

PART A - CONTRACT INFORMATION / PARTIE A	ATION DES EXIGENC		A LA SECURITE (LVERS)	
Originating Government Department or Organization			. Branch or Directorate / Direction géné	erale ou Direction
Ministère ou organisme gouvernemental d'origine	Statistique Canada		Training Division	and ou brickling
3. a) Subcontract Number / Numéro du contrat de sou		ame and Address	of Subcontractor / Nom et adresse du s	sous-traitant
	,			
4. Brief Description of Work / Brève description du tra	ıvail			
English as a second language training instructors				
5, a) Will the supplier require access to Controlled Go	oods?			No Yes
Le fournisseur aura til accès à des marchandis				Non Oui
5, b) Will the supplier require access to unclassified n	nijitary technicaj data subje	ct to the provisions	s of the Technical Data Control	No Yes
Regulations?				Non Oui
Le fournisseur aura t il accès à des données tec	chniques militaires non clas	sifiées qui sont as	sujetties aux dispositions du Règlemen	t
sur le contrôle des données techniques? 5. Indicate the type of access required / Indiquer le type	and disease and dis			
,,				
6. a) Will the supplier and its employees require acce				No Yes
Le fournisseur ainsi que les employés auront-ils (Specify the level of access using the chart in Q.		its ou a des biens	PROTEGES et/ou CLASSIFIES?	Non Oui
(Préciser le niveau d'accès en utilisant le tablea		n 7. c)		
6, b) Will the supplier and its employees (e.g. cleaner			restricted access areas? No access to	No / Yes
PROTECTED and/or CLASSIFIED information of	or assets is permitted.			L Non ✓ Oui
Le fournisseur et ses employés (p. ex. nettoyeur			es zones d'accès restreintes? L'accès	
à des renseignements ou à des biens PROTÉG				
6, c) is this a commercial courier or delivery requirem S'agit-il d'un contrat de messagerie ou de livrais				No Yes
7, a) Indicate the type of information that the supplier	will be required to access /	Indiquer le type d	information auquel le fournisseur devra	a avoir acces
Canada 🗸	NATO / OTA	N	Foreign / Étrange	r
7, b) Rejease restrictions / Restrictions relatives à la				
No release restrictions	All NATO countries		No release restrictions	
Aucune restriction relative	Tous les pays de l'OTAN		Aucune restriction relative à la diffusion	
a la diffusion			a la diffusion	
Not releasable				
À ne pas diffuser				
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Pro	éciser le(s) pays :	Specify country(ies): / Préci	iser le(s) pays :
7, c) Level of information / Niveau d'information				
PROTECTED A	NATO UNCLASSIFIED		PROTECTED A	
PROTÉGÉ A	NATO NON CLASSIFIÉ		PROTÉGÉ A	
PROTECTED B	NATO RESTRICTED		PROTECTED B	
PROTÉGÉ B	NATO DIFFUSION REST	REINTE L	PROTÉGÉ B	
PROTECTED C	NATO CONFIDENTIAL		PROTECTED C	
PROTÉGÉ C	NATO CONFIDENTIEL		PROTÉGÉ C	<u> </u>
CONFIDENTIAL	NATO SECRET		CONFIDENTIAL	
CONFIDENTIEL	NATO SECRET COSMIC TOP SECRET		CONFIDENTIEL SECRET	=
SECRET SECRET	COSMIC TOP SECRET	. []	SECRET	
TOP SECRET	COOMIC TRES SECRET		TOP SECRET	=
TRÈS SECRET			TRÈS SECRET	
TOP SECRET (SIGINT)			TOP SECRET (SIGINT)	
TRÈS SECRET (SIGINT)			TRÈS SECRET (SIGINT)	
mas sessed (steller)			1 THEO OF OTHER (STORY)	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Reliability Status

Canadä.



*	Government of Canada	Gouvernement du Canada	Contract Number / Numéro du contrat J058932
			Security Classification / Classification de sécurité

PART A (com	linued) / PARTIE A (suite)					
Le fournisse	plier require access to PROTECTED a sur aura + 1 accès à des renseignement	nd/or CLASSIFIED COMSEC I is ou à des biens COMSEC dé	nformation or assets? signés PROTÉGÉS et/o	u CLASSIFIÉS?		No Yes Non Oui
	ate the level of sensitivity: native, indiquer le niveau de sensibilité		•			
	plier require access to extremely sensiti		ssets?			✓ No Yes
Le fournisse	eur aura 📢 accès à des renseignement	s ou à des biens INFOSEC de	nature extrêmement dé	licate?		Non Oui
	s) of material / Titre(s) abrégé(s) du ma Number / Numéro du document :	ériel :				
PART B - PER	SONNEL (SUPPLIER) / PARTIE B - F					
10, a) Personn	el security screening level required / N	veau de contrôle de la sécurit	du personnel requis			
•	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET		TOP SECRET TRÈS SECRE	
	TOP SECRET—SIGINT TRÈS SECRET—SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET		COSMIC TOP COSMIC TRE	
	SITE ACCESS ACCÈS AUX EMPLACEMENTS					
	Special comments: Second is Commentaires spéciaux :	inguage instructors				
	NOTE: If multiple levels of screening a REMARQUE: Si plusieurs niveaux d				rită doit âtre fou	rni.
	screened personnel be used for portion	s of the work?		enni de la com	100 don 600 100	No Yes
	onnel sans autorisation sécuritaire peu		lu travail?			Non L Oui
	vill unscreened personnel be escorted? offirmative, le personnel en question ser					No Yes Non Oui
PART C - SAE	EGUARDS (SUPPLIER) / PARTIE C -	MESURES DE PROTECTIO	/ (EALIBNISSELID)			
	ON/ASSETS / RENSEIGNEMENT		t translation			
		PROTECTED // 0/ AC	elelen i d			_ No
11. a) Will the premise	supplier be required to receive and sto is?	re PROTECTED and/or CLAS	SIFIED information or as	sets on its site o	d .	No Yes Non Oui
	nisseur sera-t-il tenu de recevoir et d'en	treposer sur place des renseig	nements ou des biens P	ROTÉGÉS et/ou	ı	
CLASS	FIES?					
	supplier be required to safeguard CON isseur sera-t-il tenu de protéger des re		OMESCO			No Yes
		iseignements ou des biens Co	DMISECY			NonOui
PRODUCTIO	ON					
			ED			
	production (manufacture, and/or repair an the supplier's site or premises?	d/or modification) of PROTECT	ED and/or CLASSIFIED I	material or equipr	nent	No Yes
	Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?					
6,00,00	Assirier					
[NFORMAT]	ON TECHNOLOGY (IT) MEDIA / SU	PPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMA	(TI) NOIT		
						No ∏Yes
	supplier be required to use its IT systems ion or data?	to electronically process, produ	ce or store PROTECTED	and/or CLASSIF	IED	Non Oui
	isseur sera-Hiltenu d'utiliser ses propres		aiter, produire ou stocker	électroniquemen	des	
renseigr	nements ou des données PROTÉGÉS et	OU CLASSIFIES?				
	11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposers—on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence Non Oui					
	ra-t⊷on d'un ten electronique entre le sys ementale?	terne informatique du roumisse	ur et celui du ministere ou	de ragence		Non LOui
TBS/SCT 35	0-103(2004/12)	Security Classification / Classification	ssification de sécurité			
		Balighilly S	Status			Canada

Canada

*	Government of Canada	Gouvernement du Canada
	UI Callidua	uu Canaua

Contract Number / Numéro du contrat J058932 Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (state)
For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui rempfissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTEGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMBEC					
	A	В	С	CONFIDENTIAL CONFIDENTIAL	SEGRET	TOP SECRET TREE SECRET	NATO RESTRICTED NATO DIFFUSION RESTRENTE	NATO CONFIDENTIAL NATO CONFIDENTIAL	NATO SEGRET	COSMIC TOP SECRET COSMIC TRES SECRET		orecn torés B		CONFIDENTIAL CONFIDENTIAL	SECRET	TOP SECRET TRES SECRET
rformation / Assets Renseignements / Bien Production	6						PLD PREMIE			GEOTE						
l' Media / Support TI l'Link / Lien électronique																
	du t	rava	il vis	é par la prése	nte LVER	S es ⊢ elle	de nature P	ROTÉGÉE et	ou CLAS					[No Non	Y
if Yes, classi Dans l'affirm « Classificat	ative	, cla	ssif	ler le présent	formulai	re en ind	iquant le niv	a entitled "Se reau de sécur				ěα				
2, b) Will the docu														1	✓ No Non	Y

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g., SECRET with Attachments),

Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p, ex, SECRET avec des pièces jointes),

ANNEX D Electronic Payment of Invoices

The Co	ontractor accepts to be paid using any of the following Electronic Payment Instrument(s):
	Visa Acquisition Card;
	MasterCard Acquisition Card;
П	Direct Deposit (Domestic and International).