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**Request for Standing Offer (RFSO)  
Demande D'offres à Commandes (DOC)**

**Proposal To: Employment Social  
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We hereby offer to sell to Her Majesty the Queen in  
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**THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT**

<b>Title – Sujet</b> English Virtual Language Training for Central Region	
<b>Solicitation No. – N° de l'invitation</b> 100018367/Central/B	<b>Date</b> 2022-06-09
<b>Client Reference No. – N° référence du client</b> -	
<b>GETS Reference No. – N° de reference de SEAG</b> -	
<b>File No. – N° de dossier</b> 100018367/Central/B	<b>CCC No. / N° CCC - FMS No. / N° VME</b>
<b>Solicitation Closes – L'invitation prend fin at – à 14:00 PM on – le 2022-07-11</b>	<b>Time Zone Fuseau horaire</b> Heure Avancée de L'EST (HAE) Eastern Daylight Time (EDT)
<b>F.O.B. - F.A.B.</b> Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
<b>Address Inquiries to : - Adresser toutes questions à:</b> <a href="mailto:nc-solicitations@hrsdc-rhdcc.gc.ca">nc-solicitations@hrsdc-rhdcc.gc.ca</a>	<b>Buyer Id – Id de l'acheteur</b> ESDC
<b>Telephone No. – N° de téléphone :</b>	<b>FAX No. – N° de FAX</b>
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b> See Herein	

<b>Delivery required - Livraison exigée</b> See Herein
<b>Vendor/firm Name and address</b> Raison sociale et adresse du fournisseur/de l'entrepreneur
<b>Facsimile No. – N° de télécopieur</b> <b>Telephone No. – N° de téléphone</b>
<b>Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>
<b>Signature</b>
<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            Security, includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment and the Security Requirement Check List (SRCL).

### **1.2 Summary**

#### **1.2.1 Objectives**

Canada intends to issue a Regional Individual Standing Offer (RISO) for its English virtual language training in the following streams:

1. Full-Time training (Group and Individual)
2. Part-Time Training (Group and Individual)
3. Learner Assessment
4. Tutoring for Preparation to the Second Language Evaluation Tests
5. Group Conversation

The virtual language training will take place during business hours for employees residing in the following regions: Central (Quebec, Ontario Manitoba and the National Capital Region)

Training will be provided on request through a Call-up made pursuant to the Standing Offer (Part 7)

#### **1.2.2 Duration of the Standing Offer and its options**

The initial Standing Offer will have duration of two (2) years. ESDC reserves the right to exercise three (3) irrevocable options to extend the period by one year each

### **1.2.3 Maximum Number of Standing Offers**

The offerors must be able to provide services in all applicable work streams identified in Annex A.

Maximum Number of Standing Offers to be issued: 2

**1.2.4** The Request for Standing Offers (RFSO) is to establish Regional Individual Standing Offer (RISO) for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers. ”

### **1.3 Security Requirements**

There are security requirements associated with the requirement. For additional information, see Part 6 - Security and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **1.4 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing or by telephone.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2022-03-29) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

### 2.2 Submission of Offers

Offers must be received only to ESDC by the date, time and e-mail address indicated on page 1 of the RFSO

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

#### Definitions

For the purposes of this clause,

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

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

"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 Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

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

### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror 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.

## **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the [nc-solicitations-gd@hrsdc-rhdcc.gc.ca](mailto:nc-solicitations-gd@hrsdc-rhdcc.gc.ca) no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## 2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

## 2.6 Bid Challenge and Recourse Mechanisms

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



## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

Due to the nature of the RFSO, offers transmitted by epost Connect service and by facsimile will not be accepted.

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 soft copy)

Section II: Financial Offer (1 soft copy)

Section III: Certifications (1 soft copy)

Section IV: Additional Information (1 soft copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) size;
- (b) use a numbering system that corresponds to the RFSO.

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

#### **Section III: Certifications**

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

#### **Section IV: Additional Information**

##### **3.1.2 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures**

**3.1.2.1** As indicated in Part 6 under Security Requirements, the Offeror must provide the names and security numbers for all individuals who will require access to classified or protected information, assets or sensitive work sites.

**3.1.2.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

The Mandatory Technical Criteria are described in Attachment 4.1.

##### 4.1.1.2 Mandatory Financial Criteria

###### (i) Median Rate Evaluation Method

The following financial calculation method will be used if three or more offers are received.

**Financial calculation:** For each Work Stream, Canada will calculate the Total Evaluated Price as the sum of all periods, made by the Offeror. Canada will then calculate a price range, using the median function in Microsoft Excel based on the Total Evaluated Price of the Work Stream. The median is the middle value in a series of rates. If the set contains an even number of rates, the median function calculates the average of the two rates in the middle.

###### (ii) Determining the median band limits:

The band limits will be calculated as: The lower band will be the range that encompasses the median rate to a value of minus twenty percent (-20%) of the median. For each Work Stream, where an Offeror's Total evaluated price is lower than the established median band limit of that work stream, the bid will be declared non-responsive.

#### Example:

Name of Offeror	Total Evaluated Price (Work stream 1)
A	\$900
B	\$920
C	\$695
D	\$700
E	\$400
F	\$500
G	\$550
Median	\$666
Total Evaluated Price Range	
Median (-20%)	\$533

In this example, the Offerors submitting a total evaluated price of \$400 and \$500 **will be declared non-responsive.**

##### 4.1.1.3 Point Rated Technical Criteria

Point Rated Technical Criteria are described in Attachment 4.2.

#### 4.1.2 Financial Evaluation

#### **4.1.2.1 Calculation of total Offer Price**

For bid evaluation and Contractor selection purposes only, the sum of each work stream will constitute the total offer price and will be conducted using the Annex B – Basis of Payment completed by the Offeror.

#### **4.1.2.2 SACC Manual Clause M0220T (2016-01-28), Evaluation of Price - Offer**

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Lowest price per Point**

1. To be declared responsive, an offer must:
  - a. comply with all the requirements of the Request for Standing Offers;
  - b. meet all mandatory technical and financial evaluation criteria; and
  - c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.
  
2. Offers not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive offer that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive offer with the lowest evaluated price per point will be recommended for issuance of a standing offer.

## ATTACHEMENT 4.1 MANDATORY CRITERIA

### 1. Mandatory corporate criteria

#### 1.1 Experience of the Offeror

Item No.	Description(s)	Page No. / Paragraph No.	Compliant / non-compliant
MC1	<p><b>Teaching experience with adults</b></p> <p>The Offeror must provide two (2) contracts demonstrating experience teaching adults in English at each level of the Common European Framework of Reference for Languages (CEFR) for the levels A, B and C.</p> <p>Each contract must be for a minimum of two (2) years and must be for a different client.</p> <p>To demonstrate this experience, the Offeror must provide the following:</p> <ul style="list-style-type: none"> <li>- Name of client organization;</li> <li>- Project scope;</li> <li>- Dates from to month/year;</li> <li>- Description of the roles and responsibilities of the offeror and its resources in the project.</li> </ul>		
MC2	<p><b>Teaching experience (online, virtual, remote)</b></p> <p>The Offeror must provide two (2) contracts demonstrating one (1) year of adult teaching experience (online, virtual, remote) in English.</p> <p>Each contract must be for a minimum of one (1) year and for a different client.</p> <p>To demonstrate this experience, the Offeror must provide the following:</p> <ul style="list-style-type: none"> <li>- Name of client organization;</li> <li>- Project scope;</li> <li>- Dates from to month/year;</li> <li>- Description of the roles and responsibilities of the offeror and its resources in the project.</li> </ul>		
MC3	<p><b>Experience in teaching groups.</b></p> <p>The Offeror must provide two (2) contracts demonstrating two (2)</p>		

	<p>years of experience in teaching adult groups* in English, language of work.</p> <p>Each contract must be for a minimum of two (2) year and for a different client.</p> <p>To demonstrate this experience, the Offeror must provide the following:</p> <ul style="list-style-type: none"> <li>- Name of client organization;</li> <li>- Project scope;</li> <li>- Dates from to month/year;</li> <li>- Description of the roles and responsibilities of the offeror and its resources in the project.</li> </ul> <p>* Group size is two (2) to six (6) learners</p>		
<p><b>MC4</b></p>	<p><b>Experience in preparation for the Second Language Evaluation (SLE)</b></p> <p>The Offeror must provide two (2) contracts demonstrating two (2) years of experience in in teaching preparation for the Public Service Commission of Canada Second Language Evaluation (SLE).</p> <p>Each contract must be for a minimum of two (2) year and for a different client.</p> <p>To demonstrate this experience, the Offeror must provide the following:</p> <ul style="list-style-type: none"> <li>- Name of client organization;</li> <li>- Project scope;</li> <li>- Dates from to month/year;</li> <li>- Description of the roles and responsibilities of the offeror and its resources in the project.</li> </ul>		
<p><b>MC5</b></p>	<p><b>Accessibility</b></p> <p>The Offeror's bid must include written confirmation that the offeror:</p> <ol style="list-style-type: none"> <li>1. has reviewed the requirements described in Section 12 – Accessibility.</li> </ol> <p>AND either:</p> <ol style="list-style-type: none"> <li>2. the proposed solution already fully conforms with the accessibility requirements</li> </ol> <p>OR</p> <ol style="list-style-type: none"> <li>3. the proposed solution will be brought to full conformance within</li> </ol>		

	24 months of a standing offer award, and that the Offeror is solely responsible for any upgrades or other work required to achieve this.		

## 1.2 Language training approach and method

Item No.	Description(s)	Page No. / Paragraph No.	Compliant / non-compliant
MC6	<p>The Offeror must provide an approach and methodology for the delivery of the training services described in the statement of work that includes, at a minimum:</p> <ol style="list-style-type: none"> <li><b>1. Client management</b> <ol style="list-style-type: none"> <li>1.1. Methods for providing services according to the needs of the organization and the learners;</li> <li>1.2. Response time to requests and issues;</li> <li>1.3. Method for managing deliverables (invoice, reports, etc.).</li> </ol> </li> <li><b>2. Learner management</b> <ol style="list-style-type: none"> <li>2.1. Ways to manage learning (progress) difficulties;</li> <li>2.2. Learner motivation strategy;</li> <li>2.3. Description of additional material used to consolidate learning;</li> <li>2.4. Approach to providing specialized teaching;</li> <li>2.5. Typical facilitation of group sessions.</li> </ol> </li> <li><b>3. Course material</b> <ol style="list-style-type: none"> <li>3.1. Method to ensure that learning activities refer to the English as a second language program Curriculum(s);</li> <li>3.2. The frequency of updates to the activities;</li> <li>3.3. Method to ensure quality and diversity of activities;</li> <li>3.4. Approach to managing the logical progression of activities;</li> <li>3.5. Approach so that the course material touches all aspects of the language including phonetics.</li> </ol> </li> <li><b>4. Learner assessment tools</b> <ol style="list-style-type: none"> <li>4.1. Learner interview process;</li> <li>4.2. Description of the content of the tests administered to learners;</li> <li>4.3. Method for quality control of the assessments by evaluators;</li> <li>4.4. A method for assessing written comprehension and expression and the methodology used to place the learner in a starting point (step and/or objective) of the English as a second language Curriculum.</li> <li>4.5. Method for establishing the starting point (step and/or objective) in the English as a second language Curriculum and estimating the duration of the training according to the needs of the learner.                             <ul style="list-style-type: none"> <li>• This methodology should take into account the interview, written tests, and other factors to consider when recommending the starting point (step and/or goal).</li> </ul> </li> <li>4.6. Methodology for assessing learner progress in training according to the Treasury Board Secretariat's Official Curriculum and Qualification Standards in Relation to Official</li> </ol> </li> </ol>		

	<p>Languages: <a href="https://www.canada.ca/en/treasury-board-secretariat/services/staffing/qualification-standards/relation-official-languages.html">https://www.canada.ca/en/treasury-board-secretariat/services/staffing/qualification-standards/relation-official-languages.html</a></p> <p>Providing a list of methods without explanation is not considered a demonstration of this criteria.</p>		

### 1.3 Resource management approach and method

Item No.	Description(s)	Page No. / Paragraph No.	Compliant / non-compliant
MC7	<p>The Offeror must provide an approach and methodology for managing the resources responsible for the delivery of the services described in the statement of work that includes at a minimum:</p> <p><b>1. Language proficiency of resources</b></p> <p>1.1. Verification of the first official language proficiency of the lead evaluators;</p> <p>1.2. Verification of the language proficiency of pedagogical advisors (proficiency in the language of instruction and sufficient proficiency in the other official language);</p> <p>1.3. Verification of the language proficiency of teaching resources (proficiency in the language of instruction and sufficient proficiency in the other official language);</p> <p><b>2. Resources management</b></p> <p>2.1. Training and guidance of new employees (including mandatory training on the internal functioning of the school, the program, the tools and the platform used).</p> <p>2.2. Ongoing professional development of teaching resources (e.g., handling mistakes, phonetics, language functions, information sessions on current second language evaluations, sharing of best practices, group facilitation, etc.)</p> <p>2.3. Quality control and monitoring mechanisms to ensure the quality of training services provided.</p> <p>2.4. Complaint management and problem resolution. (E.g., problematic teaching resources, technical problems, conflicts between learners, difficult learners, etc.)</p> <p>Providing a list of methods without explanation is not considered a demonstration of this criteria.</p>		

## 2. Mandatory criteria – Resources

All resources offered by the supplier must have the education and experience described in the following grids:

### 2.1 Lead Evaluator

No. Item	Description(s)	No. de page / No. de paragraphe	Conforme / non-conforme
MC8	<p>The Offeror must provide the names, resumes and copies of degrees of:</p> <p>1 Lead Evaluator</p>		
MC8a	<p><b>Resource supervision</b> The Offeror must demonstrate that the proposed resource has a minimum of 1,200 hours of experience supervising at least five (5) teaching resources at the same time within the past six (6) years.</p>		
MC8b	<p><b>Hours of teaching experience</b> The Offeror must demonstrate that the proposed resource has a minimum of 3,600 hours of experience in teaching English as a second language to adults. * The specialization must be in the language taught by the resource within the past 10 years.</p>		
MC8c	<p><b>Learner Assessments</b> The Offeror must demonstrate that the proposed resource has completed a minimum of 50 second language proficiency and skills assessments for full-time training within the past five (5) years.</p>		
MC8d	<p><b>Education</b> The Offeror must demonstrate that the proposed resource has one (1) of the following two (2) options:</p>		
MC8d-1	<ul style="list-style-type: none"> <li>• A bachelor's degree listed in Appendix 7 of Annex A from a recognized Canadian university. An equivalent degree recognized by an accredited institution would be accepted. If the bachelor's degree is not listed in this appendix, it is the responsibility of the provider to demonstrate the link to second language instruction.</li> </ul> <p>In the case of a foreign degree, only a comparative evaluation from an <u>accredited institution</u> will be accepted.</p>		



<b>MC8d-2</b>	<ul style="list-style-type: none"> <li>A Bachelor's degree from a recognized Canadian university <b>and</b> a certificate listed in Appendix 7 of Annex A from a recognized Canadian institution. An equivalent degree recognized by an accredited institution would be accepted.</li> </ul> <p>If the certificate is not listed in this appendix, it is the responsibility of the provider to demonstrate the link to second language instruction.</p>		
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## 2.2 Pedagogical advisor

No. Item	Description(s)	No. de page / No. de paragraphe	Conforme / non-conforme
<b>MC9</b>	The Offeror must provide the names, resumes and copies of degrees of:  1 Pedagogical advisor		
<b>MC9a</b>	<b>Resource supervision</b> The Offeror must demonstrate that the proposed resource a minimum of 1,200 hours of experience supervising at least five (5) teaching resources at the same time within the past six (6) years.		
<b>MC9b</b>	<b>Hours of teaching experience</b> The Offeror must demonstrate that the proposed resource a minimum of 3,600 hours of experience in teaching English as a second language to adults. * The specialization must be in the language taught by the resource within the past 10 years.		
<b>MC9c</b>	<b>Education</b> The Offeror must demonstrate that the proposed resource has one (1) of the following two (2) options:		
<b>MC9c-1</b>	<ul style="list-style-type: none"> <li>A bachelor's degree listed in Appendix 7 of Annex A from a recognized Canadian university. An equivalent degree recognized by an accredited institution would be accepted. If the bachelor's degree is not listed in this appendix, it is the responsibility of the provider to demonstrate the link to second language instruction.</li> </ul> <p>* In the case of a foreign degree, only a comparative evaluation from an <u>accredited institution</u> will be accepted.</p>		
<b>MC9c-2</b>	<ul style="list-style-type: none"> <li>A Bachelor's degree from a recognized Canadian university <b>and</b> a certificate listed in Appendix 7 of Annex</li> </ul>		

	<p>A from a recognized Canadian institution. An equivalent degree recognized by an accredited institution would be accepted.</p> <p>If the certificate is not listed in this appendix, it is the responsibility of the provider to demonstrate the link to second language instruction.</p>		

### 2.3 Teaching resources

No. Item	Description(s)	No. de page / No. de paragraphe	Conforme / non-conforme
<b>MC10</b>	<p>The Offeror must provide the names, resumes and copies of degrees of:</p> <p>4 Teaching resources</p>		
<b>MC10a</b>	<p><b>Hours of teaching experience</b></p> <p>The Offeror must demonstrate that each proposed resource has a minimum of 600 hours of experience in teaching English as a second language to adults. * The specialization must be in the language to be taught within the past six (6) years.</p>		
<b>MC10b</b>	<p><b>Education</b></p> <p>The Offeror must demonstrate that each proposed resource has one (1) of the following two (2) options:</p>		
<b>MC10b-1</b>	<ul style="list-style-type: none"> <li>A bachelor's degree listed in Appendix 7 of Annex A from a recognized Canadian university. An equivalent degree recognized by an accredited institution would be accepted. If the bachelor's degree is not listed in this appendix, it is the responsibility of the provider to demonstrate the link to second language instruction.</li> </ul> <p>* In the case of a foreign degree, only a comparative evaluation from an <u>accredited institution</u> will be accepted.</p>		
<b>MC10b-2</b>	<ul style="list-style-type: none"> <li>A Bachelor's degree from a recognized Canadian university <b>and</b> a certificate listed in Appendix 7 of Annex A from a recognized Canadian institution. An equivalent degree recognized by an accredited institution would be accepted.</li> </ul> <p>If the certificate is not listed in this appendix, it is the responsibility of the provider to demonstrate the link to second language instruction.</p>		


## ATTACHEMENT 4.2 POINT RATED CRITERIA

For point-rated criteria, it is the responsibility of the offeror to provide relevant and concrete example(s) demonstrating how each item is met.

### 1. Point-rated criteria – corporate

#### 1.1 Experience of the Offeror

No.	Point-rated assessment criteria	Evaluation scale
PR1	<p><b>Teaching experience with adults</b></p> <p>In addition to MC1, the Offeror should demonstrate experience teaching adults in English at each level of the Common European Framework of Reference for Languages (CEFR) (A, B and C).</p> <p>To demonstrate this experience, the Offeror must provide the following:</p> <ul style="list-style-type: none"> <li>- Name organization;</li> <li>- Project scope;</li> <li>- Dates from to month/year;</li> <li>- Description of the roles and responsibilities of the offeror and its resources in the project.</li> </ul>	<p>Four (4) points per year of experience, in addition to the mandatory minimum of two (2) years of experience, to a maximum of 20 points</p>
PR2	<p><b>Teaching experience (online, virtual, remote)</b></p> <p>In addition to MC2, the offeror should demonstrate experience of teaching experience (online, virtual, remote) with adults in English, language of work.</p> <p>To demonstrate this experience, the Offeror must provide the following:</p> <ul style="list-style-type: none"> <li>- Name of client organization;</li> <li>- Project scope;</li> <li>- Dates from to month/year;</li> <li>- Description of the roles and responsibilities of the offeror and its resources in the project.</li> </ul>	<p>Four (4) points per year of experience, in addition to the mandatory minimum of one (1) year of experience, to a maximum of 20 points</p>

## 2. Point-rated criteria – Resources

### 2.1 Experience of the lead evaluator

No.	Point-rated assessment criteria	Evaluation scale
PR3	<p><b>Hours of teaching experience</b></p> <p>In addition to MC8b, the Offeror should demonstrate that the proposed resource has experience in teaching English as a second language to adults.</p>	<p>3,601 hours to 4,600 = 5 points</p> <p>4,601 hours to 5,600 = 10 points</p> <p>5,601 hours to 6,600 = 15 points</p> <p>6,601 hours to 7,600 = 20 points</p> <p>7,601 hours to 8,600 = 25 points</p>
Maximum possible number of points: 25		
PR4	<p><b>Training assessments</b></p> <p>In addition to MC8c, the Offeror should demonstrate that the proposed resource has experience completing second language proficiency and skills assessments for full-time training.</p>	<p><b>501 assessments and more = 10 points</b></p> <p><b>51 to 500 assessments = 5 Points</b></p>
Maximum possible number of points: 10		

### 2.2 Experience of the pedagogical advisor

No.	Point-rated assessment criteria	Evaluation scale
PR5	<p><b>Hours of teaching experience</b></p> <p>In addition to MC9b, the Offeror should demonstrate that the proposed resource has experience in teaching English as a second language to adults.</p>	<p>3,601 hours to 4,600 = 5 points</p> <p>4,601 hours to 5,600 = 10 points</p> <p>5,601 hours to 6,600 = 15 points</p> <p>6,601 hours to 7,600 = 20 points</p> <p>7,601 hours to 8,600 = 25 points</p>

Maximum possible number of points: 25

### 2.3 Experience of the teaching resource

No.	Point-rated assessment criteria	Evaluation scale
PR6	<p><b>Hours of teaching experience</b></p> <p>In addition to MC10a, the Offeror should demonstrate that each proposed resource has experience in teaching English as a second language to adults.</p>	<p>601 hours to 1,000 = 5 points                      1,001 hours to 1,400 = 10 points                      1,401 hours to 1,800 = 15 points                      1,801 hours to 2,200 = 20 points                      2,201 hours to 2,600 = 25 points</p>
<p><b>Minimum points required for PR6: 25</b>                      Maximum possible number of points: 100</p>		
<p><b>Maximum number of points from PR1 to PR6: 200</b></p>		

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror 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 - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

### **5.2.3 Status and Availability of Resources**

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability

### **5.2.4 Security Requirements – Required Documentation**

In accordance with the requirements of the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), the Offeror must provide a completed Contract Security Program [Application for Registration \(AFR\)](#) form to be given further consideration in the procurement process.

Offerors are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, offerors who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Offeror in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Offeror will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Offeror fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.



## **PART 6 – SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

1. Before award of the Standing Offers, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicate in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name and security clearance number of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

**7.1.1** The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### **7.2 Security Requirements**

**7.2.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

#### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 100018367-CENTRAL-B**

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 PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, **PWGSC**.
3. The Contractor/Offeror **MUST NOT** remove any PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, **PWGSC**.
5. 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).

#### **PLEASE NOTE:**

The following table illustrates the security requirement level for the resources:

<b>RESOURCE CATEGORY</b>	<b>SECURITY LEVEL</b>
Pedagogical advisor	Reliability
Teacher Resources	None
Evaluator	Reliability

#### **7.3 Standard Clauses and Conditions**

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

##### **7.3.1 General Conditions**

[2005](#) (2022-01-28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

### **7.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of the services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada.

The Offeror must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 10 calendar days after the end of the reporting period.

Each report must contain the following information for each validly issued call-up (as amended):

- the Call-up number and the Call-up Revision number(s), if applicable;
- a brief description of services for each call-up;
- the total estimated cost specified in the validly issued of each call-up, exclusive of Applicable Taxes;
- the start and completion date for each call-up; and
- the active status of each call-up (e.g., indicate whether work is in progress or if Canada has cancelled)

Each report must also contain the following cumulative information for all the validly issued call-up (as amended):

- the total amount, exclusive of Applicable Taxes, expended to date against all validly issued call-up..

### **7.4 Terms of Standing Offer**

#### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_. *(to be completed at time of award)*

#### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3) one (1) year period, under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 20 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **7.4.3 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

### **7.4.4 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is: *(to be provided at time of award)*

Name:

E-mail address:

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable.

### **7.5.2 Technical Authority**

The Technical Authority is: *(to be provided at time of award)*

Name:

E-mail address:

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the Standing Offer. Technical matters may be discussed with the Technical Authority, however the Technical 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 standing offer amendment issued by the Standing offer Authority.

### **7.5.3 Contracting Authority**

The Contracting Authority will be identified in the call-up against the Standing Offer.

Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### **7.5.4 Project Authority**

The Project Authority will be identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### **7.5.5 Offeror's Representative**

The Offeror's Representative is: *(to be provided at time of award)*

Name:

E-mail address:

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: The College@ESDC.

## 7.8 Call-up Procedures

Allocation of work to the Offeror will be made in accordance with the following procedures, using the Call-up instrument specified in article 7.9 below. Call-ups for Work against this Standing Offer will be processed as follows:

a) Identified Users can issue call-ups in accordance with the Government Contract Regulations, paragraph 6(b)(i) (current value of \$40,000) directly to a qualified offeror.

This method will be used when the value of the total need is estimated at the limit mentioned or less than the limit mentioned in the Government Contract Regulations. If a call-up issued under this threshold must be amended to an amount above this threshold, the contracting authority must document his/her file accordingly, in accordance with the rules of the Government Contract Regulations.

(b) When the estimated value of the total need is over the limit the mentioned in the Government Contract Regulations, paragraph 6(b) (i), the call-ups will be allocated to Offerors on a proportional basis. The proportional basis will be managed by the Identified User and will be made according to the order mentioned in article 7.8.1

### 7.8.1 Proportional Basis

	Name of Offeror	Allocation (%)
1 <sup>st</sup> ranked		60%
2 <sup>nd</sup> ranked		40%

## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Contracting Authority using the duly completed form PWGSC-TPSGC 942 Call-up Against a Standing Offer.

Call-ups must be for services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

## 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 400,000 (Applicable Taxes included).

## 7.11 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2022-01-28), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010B (2022-01-28), General Conditions – Professional services (medium complexity)
- e) Annex A, Statement of Work, including any appendix;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) the Offeror's offer dated \_\_\_\_\_. (*to be included at time of award*).

## 7.12 Certifications and Additional Information

### 7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### 7.12.2 SACC Manual Clauses

#### **M3020C (2016-01-28) Status of Availability of Resources – Standing Offer**

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

### 7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*to be included at time of award*).

### 7.14 Competencies of Replacement Staff

Throughout the duration of the standing offer, the Offeror must provide replacement resource(s) - pedagogical advisor, teaching resource and the lead evaluator in accordance with the minimum qualifications set out in Annex A.

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **7.1 Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

[2010B](#) (2022-01-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The work is to be performed in accordance within the period identified in the call-up against the Standing Offer.

#### **7.3.2 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

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

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B.

#### **7.5.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed total value of the call-up against the Standing Offer. 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.

### 7.5.3 Method of Payment

H1008C (2008-05-12), Monthly Payment

### 7.6 Invoicing Instructions

1. 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. One (1) copy must be forwarded to the Project Authority identified in call-up against the Standing Offer.

### 7.7 Insurance

*SACC Manual* clause G1005C (2016-01-28) Insurance – No Specific Requirement

### 7.8 Dispute Resolution

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



**ANNEX "A"**

**STATEMENT OF WORK**

*Attached in a separate document. Offeror can download from the Buy and Sell website directly*

**APPENDIX TO ANNEX "A" STATEMENT OF WORK**

*Attached in a separate document. Offeror can download from the Buy and Sell website directly*

**ANNEX "B"**  
**BASIS OF PAYMENT**

The offeror will receive an all-inclusive firm rate as shown in the tables below:

<b>WORKSTREAM 1: Full-time virtual English as a second language training</b>					
<b>Type of service</b>	Contract duration – Year 1	Contract duration – Year 2	Option year 1	Option year 2	Option year 3
	Hourly rate for training	Hourly rate for training	Hourly rate for training	Hourly rate for training	Hourly rate for training
Virtual English as a second language training – <b>*group</b> – full time.					
Virtual English as a second language training – <b>individual</b> – full time.					
Total evaluated price (sum of all periods)					\$

\* Group: includes up to six (6) students.

The all-inclusive firm hourly rate per group (group training) and per learner (individual training) shall include, but not be limited to, the following:

- Work of the teaching resource, pedagogical advisor and offeror as described in Annex A – Statement of Work;
- Costs related to the means of communication used by the offeror;
- Work related to learner registration;
- Preparation and supply of deliverables; and
- Recruitment and training of resources.

<b>WORKSTREAM 2: Part-time virtual English as a second language training</b>					
<b>Type of service</b>	Contract duration – Year 1	Contract duration – Year 2	Option year 1	Option year 2	Option year 3
	Hourly rate for training	Hourly rate for training	Hourly rate for training	Hourly rate for training	Hourly rate for training
Virtual English as a second language training – <b>*group</b> – part time.					
Virtual English as a second language training – <b>individual</b> – part time.					
Total evaluated price (sum of all periods)					\$

\* Group: includes up to six (6) students.

The all-inclusive firm hourly rate per group (group training) and per learner (individual training) shall include, but not be limited to, the following:

- Work of the teaching resource, pedagogical advisor and offeror as described in Annex A – Statement of Work;
- Costs related to the means of communication used by the offeror;

- Work related to learner registration;
- Preparation and supply of deliverables; and
- Recruitment and training of resources.

<b>WORKSTREAM 3: Learner assessment for full-time intensive training</b>					
Type of service	Contract duration – Year 1	Contract duration – Year 2	Option year 1	Option year 2	Option year 3
	Rate per assessment	Rate per assessment	Rate per assessment	Rate per assessment	Rate per assessment
Learner assessment for full-time intensive group and individual training.					
Total evaluated price (sum of all periods)					\$

The firm all-inclusive rate for language assessments shall include, but not be limited to, the following:

- The time commitment of the lead evaluator and the offeror as outlined in Annex A – Statement of Work;
- Evaluation of oral competency;
- Online written assessment;
- Costs related to the means of communication used by the offeror;
- A placement report for intensive training.

<b>WORKSTREAM 4: Learner assessment for low-intensity part-time training</b>					
Type of service	Contract duration – Year 1	Contract duration – Year 2	Option year 1	Option year 2	Option year 3
	Rate per assessment	Rate per assessment	Rate per assessment	Rate per assessment	Rate per assessment
Learner assessment For part-time, low-intensity group and individual training					
Total evaluated price (sum of all periods)					\$

The firm all-inclusive rate for language assessments shall include, but not be limited to, the following:

- The time commitment of the lead evaluator and the offeror as outlined in Annex A – Statement of Work;
- Evaluation of oral competency;
- Costs related to the means of communication used by the offeror;
- A placement report for low-intensity training.

<b>WORKSTREAM 5: Group tutoring for virtual Second Language Evaluations (SLE) preparation sessions</b>					
Type of service	Contract duration – Year 1	Contract duration – Year 2	Option year 1	Option year 2	Option year 3
	Rate per group	Rate per group	Rate per group	Rate per group	Rate per group
* Group virtual preparation sessions for the <b>Second Language Evaluation (SLE)</b> .					

Total evaluated price (sum of all periods)	\$
--	----

\* Group: includes up to six (6) students.

The firm all-inclusive rate per group language session shall include, but not be limited to, the following:

- Work of the teaching resource, pedagogical advisor and offeror as described in Annex A – Statement of Work;
- Work related to learner registration;
- Preparation of deliverables; and
- Recruitment and training of resources.

<b>WORKSTREAM 6: Virtual English as a second language *group conversation sessions</b>					
Type of service	Contract duration – Year 1	Contract duration – Year 2	Option year 1	Option year 2	Option year 3
	Rate per group	Rate per group	Rate per group	Rate per group	Rate per group
Virtual English as a second language *group conversation sessions.					
Total evaluated price (sum of all periods)					\$

\* Group: includes up to six (6) students.

The firm all-inclusive rate per group session shall include, but not be limited to, the following:

- Work of the teaching resource, pedagogical advisor and offeror as described in Annex A – Statement of Work;
- Work related to learner registration;
- Preparation of deliverables; and
- Recruitment and training of resources.

Total evaluated price of the offer. (Total of workstreams 1,2,3,4,5,6)	\$
--	----

**Cancellation fees**

**The following cancellation fees will be applied to each individual and group training call-up, which a cancellation is requested.**

- a. Some groups or individual sessions may be cancelled prior to the start of a course with 10 business days notice from the College, with no cancellation fee.
  - i. Cancellation prior to the start of the course:
    - 10 business days or more: \$0

- Less than 10 business days: the number of scheduled hours of instruction as indicated in the call-up for the first 10 business days up to the original call-up value.
- b. Cancellation of call-up after the start of the training:
  - i. With or without notice: 100% of the original value of the call-up;
  - ii. There is no cancellation fee if a learner passes the tests.
- c. If the offeror cancels a session, *the conversation or oral preparation session* will not be charged to the Project Authority unless it is rescheduled within a period previously identified by the Project Authority and the offeror.
- d. The Project Authority may combine or cancel groups no later than two (2) weeks after the start of class in cases where certain groups do not have enough learners.

**The following cancellation fees will be applied to each SLE preparation session, each second language conversation session, and each language assessment call-up, for which a cancellation is requested.**

<b>Language assessment</b>	
<b>If given notice at least:</b>	<b>The offeror will be paid the equivalent of</b>
24 hours in advance	\$0
Less than 24 hours in advance	100% of the value of the planned assessment


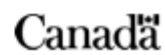
<b>Second Language Evaluation (SLE) preparation sessions</b>	
<b>If given notice at least:</b>	<b>The offeror will be paid the equivalent of</b>
10 business days	\$0
Less than 10 business days in advance	100% of the value of the scheduled training hours

<b>Second language conversation sessions</b>	
<b>If given notice at least:</b>	<b>The offeror will be paid the equivalent of</b>
10 business days	\$0
Less than 10 business days in advance	100% of the value of the scheduled training hours

**Relocation and living expenses:** Not applicable.

**ANNEX "C"**

**SECURITY REQUIREMENT CHECK LIST (SRCL)**

	Government of Canada Gouvernement du Canada	Contract Number / Numéro du contrat 100018367/Central/B Security Classification / Classification de sécurité UNCLASSIFIED
<b>SECURITY REQUIREMENTS CHECK LIST (SRCL)</b> <b>LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)</b>		
<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine EDSC/ESDC	2. Branch or Directorate / Direction générale ou Direction DGSRH/HRSB	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Formation linguistique virtuelle en Anglais dans la région : Centrale (Québec, Ontario, Manitoba et Région de la capitale nationale) English virtual language training in the region of: Central (Quebec, Ontario, Manitoba and the National Capital Region)		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>  Not releasable / À ne pas diffuser <input type="checkbox"/>  Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>   Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>   Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of Information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/> PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>
TBS/SCT 350-103(2004/12)	Security Classification / Classification de sécurité UNCLASSIFIED	



Contract Number / Numéro du contrat 100018367/Central/B
Security Classification / Classification de sécurité UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No  Yes

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:  
Commentaires spéciaux : Selon la Partie 7A - As per Part 7A

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No  Yes  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No  Yes

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No  Yes

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No  Yes

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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Contract Number / Numéro du contrat 100018367/Central/B
Security Classification / Classification de sécurité UNCLASSIFIED

**PART C - (continued) / PARTIE C - (suite)**

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

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

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

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

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





Contract Number / Numéro du contrat 100018367/Central/B
Security Classification / Classification de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) William Eric Sinden		Title - Titre Directeur	Signature Sinden, Eric <small>Signature numérique de Sinden, Eric Date: 2022.03.25 12:11:44 -0400</small>
Telephone No. - N° de téléphone 1-514-567-6490	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel williameric.sinden@servicecanada.gc.ca	Date
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) James Laliberté		Title - Titre Senior Manager, Security	Signature Laliberte, James <small>Digitally signed by Laliberte, James Date: 2022.04.21 18:18:31 -0400</small>
Telephone No. - N° de téléphone 819-654-4575	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature Rabouin, Mimi <small>Digitally signed by Rabouin, Mimi DN: cn=CA, o=GC, ou=IRSDC-RIDCC, cn=Rabouin, Mimi Reason: I am the author of this document Location: your signing location here Date: 2022.05.09 08:53:04-0500 Full PDF Editor Version: 11.1.0</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées) Adna Mohamed Contract Security Officer Adna.Mohamed@tpsgc-pwgsc.gc.ca		Title - Titre	Signature Mohamed, Adna <small>Digitally signed by Mohamed, Adna Date: 2022.06.06 10:34:46 -0400</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date