



REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Public Works and Government Services Canada

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 therefor.

Propositions aux : Travaux publics et Services gouvernementaux Canada

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).

Solicitation No. - N° de l'invitation	Type - Genre	Update - Mise à jour
Solicitation closes - L'invitation prend fin at - à on - le	PWGSC File No. - N° de référence de TPSGC	

↑ Please ensure this area appears in window of return envelope ↑
S'assurer que cette partie figure dans la fenêtre de l'enveloppe-réponse



Date of Solicitation - Date de l'invitation	
Address inquiries to - Adresser toute demande de renseignements à :	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. N° de télécopieur
Destination	

Instructions:
Municipal taxes are not applicable.

Unless otherwise specified herein by the Crown, all prices quoted 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.

Instructions:
Les taxes municipales ne s'appliquent pas.

Sauf indication contraire, énoncée par la Couronne, dans les présentes, 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 somme de la taxe sur les produits et services devra être un article particulier.

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	
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)	
Signature	Date

High Complexity Bid Solicitation and Resulting Contract Template (HC)

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification.

1.2 Summary

- 1.2.1 Public Works and Government Services Canada (PWGSC) requires a qualified language school to provide tailored Language Training Services to approximately 200 learners through a phased in approach (see chart below) that will enable the employees of the Digital Services Branch (DSB) in bilingual positions to maintain their current proficiency levels and for other learners to obtain higher levels. The learners will require a combination of personal study through a virtual learning program followed by weekly virtual or telephone tutoring sessions in preparation for the Public Service Commission (PSC) second language evaluation and training to maintain current language levels. At the end of the training session, the learners should have a good understanding of the PSC's second language evaluation and apply tips and tools provided by the teacher.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the **Contract Security Program** of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.3 This procurement is conditionally set aside under the federal government Procurement Strategy for Indigenous Business if the two (2) conditions below are met. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to [Annex 9.4](#) of the Supply Manual.

This procurement is conditionally set aside from the international trade agreements under the provision each has for measures with respect to Indigenous peoples or for set-asides for small and minority businesses if the two (2) conditions below are met.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement if the two (2) conditions below are met.

Conditional Set-aside conditions:

1. Bids from two (2) or more Indigenous Businesses are responsive with the mandatory requirements; and
2. Bids from two (2) or more Indigenous Businesses are, in the evaluation team's opinion, not affiliated within the meaning used in the [Competition Act, R.S.C., 1985, c. C-34](#).

Indigenous Businesses is here defined as an entity which has submitted with its bid a valid Owner / Employee Certification (see **ATTACHMENT 1 TO PART 5** titled Set-aside for Indigenous Business).

If the above two (2) conditions are not met, the procurement will remain open for competition among all businesses and the following will apply:

The Canadian Free Trade Agreement (CETA), Canada-Chile Free Trade Agreement, Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-Columbia Free Trade Agreement, Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Peru Free Trade Agreement, Canada-UK Trade Continuity Agreement (Canada-UK TCA), Canada-Ukraine Free Trade Agreement and the World Trade Organization Agreement on Government Procurement (WTO-AGP).

- 1.2.4** The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity – Certification.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) BY EMAIL ONLY to the Contracting Authority (Kristen.Bell-Lalonde@tpsgc-pwgsc.gc.ca) by the date, time and place indicated on page 1 of the bid solicitation.

Bidders must submit Page 1 of this Request for Proposal, duly completed, signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3 Former Public Servant

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

Definitions

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

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

"*lump sum payment period*" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of

various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid – One (1) soft copy Portable Document File (PDF) by way of email;
Section II: Financial Bid – One (1) soft copy Portable Document File (PDF) by way of email;
Section III: Certifications – One (1) soft copy Portable Document File (PDF) by way of email; and
Section IV: Additional Information – One (1) soft copy Portable Document File (PDF) by way of email.

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

Canada requests that bidders submit their bids in unprotected (i.e. no password) PDF format by email.

The PWGSC email attachment size limit is 10MB. Emails exceeding 10MB will not be received. Bidders may split their submitted content into multiple emails by identifying, for example 1 of 3, 2 of 3 etc..

It is the sole responsibility of the Bidder to ensure a timely submission of their bid is made. Canada will not be responsible for late bids received at destination after the closing time, even if it was submitted before.

Bidders should also ensure that their email message indicates the legal name of the bidding entity.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4, Evaluation Procedures and Attachment 1 to Part 4, contain additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

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

ATTACHMENT 1 TO PART 3: PRICING SCHEDULE

1. The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid, for each service category specified below, a firm all-inclusive price or rate (in Canadian dollars), as appropriate.

2. The price/rates specified below, when quoted by the Bidder, includes the total estimated cost of all travel and living expenses that may need to be incurred for the Work described in Part 6, Resulting Contract Clauses, of the bid solicitation required to be done, delivered or performed.

3. Volumetric data (estimates) shown in the pricing schedule are included solely for the purpose of determining the evaluated price of each offer. They must not be considered to constitute a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment on the part of Canada to the effect that future use of the services described in the Request for Proposal will match these data.

CATEGORY OF SERVICES	ESTIMATED USAGE (ANNUALLY)	UNIT	FIRM PRICE PER UNIT	TOTAL
Subscription based training program (self-study without tutoring)	Unlimited	Licenses		
Second language level assessments	200	Evaluations		
Tutoring Services – Individual	8,000	Hours		

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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

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

SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

SACC Manual Clause [A0027T](#), 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 145 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 305 points.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
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 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

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 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

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

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

4.2.2 In the event two or more responsive bids having the same highest combined rating of technical merit and price, these bids will be ranked in descending order of the overall scores obtained for all the point rated criteria detailed in Attachment 1 to Part 4 – Technical Evaluation Criteria; the responsive bid obtaining the highest overall score being ranked the highest.

ATTACHMENT 1 TO PART 4: TECHNICAL CRITERIA

The Bidder must provide the necessary documentation to support compliance with this requirement.

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation.
- b. The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation.
- c. The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.
- d. It is recommended that the Bidder include a grid in their proposals, cross-referencing statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself DOES NOT constitute demonstrated evidence. As stated in bullet “b” above, the resumes and supporting documentation will be accepted as evidence.

Bidders should provide the required references in the Technical Proposal of their bid. The references provided by the Bidders are subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to validate the references before award of a contract. The bid will be declared non-responsive if any references given by the Bidder are untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

For Mandatory Technical Criteria and Point Rated Technical Criteria listed below requiring Project Summaries, the Bidder and its proposed resource(s) should provide:

- Name and description of client organization;
- Name, phone, email of client ;
- Scope, objective, size in dollars and resources, project timeframe (from-to dates month/year);
- Outcomes of the project; and/or
- Description of the Consultant roles and responsibilities in the project.

Mandatory Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

For the purpose of the mandatory technical criteria specified below, the experience of the Bidder* will be considered.

* Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

* Bidder"	Description	Met / Not Met	Cross Reference to Proposal
M1	<p>Bidder's Online Training Program</p> <p>The Bidder's offer must include portal access to the online training program so that the evaluation team can verify the following elements of Annex A – Statement of Work, the Bidder may be required to demonstrate the online training program to ensure that the requirements are met.</p> <p>The Web-based program must:</p> <ul style="list-style-type: none"> i. Be existing and used/tested with clients for a minimum of 5 years; ii. Be accessed via an internet link. Both the web-based program and the portal must be hosted on a server based in Canada; iii. Meet the Web Content Accessibility Guidelines (WCAG) 2.0 – See definition at https://www.w3.org/WAI/standards-guidelines/wcag/ iv. Offer a preliminary <u>oral</u> evaluation, administered by experienced teaching resources over video conference, to determine the learner's second language level and learning needs; v. Offer an automated, <u>online</u> language evaluation (placement test) to determine the learner's initial module; vi. Allow delivery of second language courses, for both official languages – Canadian English and Canadian French, in order to achieve and maintain language proficiency - levels A(Beginner), B (Intermediate) and C (Advanced); vii. Allow the learner to choose English or French as the interface language, according to his/her preference; (French or English) of description, explanations and new vocabulary; viii. Provide the learner with translations in their native tongue; ix. Measure the knowledge acquired by the learner during training. The Bidder must indicate where to find, in the online program, a minimum of two activities that make it possible to verify what has been learned for each of the levels A, B and C, for the 		

	<p>following four essential skills: oral comprehension, written comprehension, oral expression and written expression;</p> <ul style="list-style-type: none"> x. Enable the learner to review or redo an exercise (go back) as often as needed in order to respect his/her learning style and speed; xi. Enable the learner to print vocabulary and grammar sections; xii. Have full tracking capabilities enabling learners to pick-up their online learning exactly where they left off during their previous self-study session; xiii. Use a professional language and a presentation appropriate for adults; xiv. Provide audio activities, activities with visual aids and interactive activities at all language levels (A, B and C); xv. Enable Coordinators in PSB to have access in order to provide status report and monitor progress. 		
<p>M2</p>	<p>Learning Management System</p> <p>The bidder's offer must include access to the learning management system, so that the evaluation team can verify the following elements of Annex A – Statement of Work, which provides the following:</p> <ul style="list-style-type: none"> i. The software must be accessible on line via the vendor's portal. Both the vendor's portal and the web-based software must be hosted on a server based in Canada; ii. For each learner, online access to his/her personal profile, progress reports, self-study progress, and his/her training schedule (number of hours per week of training, and tutoring schedule); iii. For designated Learning Coordinators, online access with different access rights, such as the ability to consult the learner's profile and tracking his/her progress, downloading / printing various usage reports, online timesheets to balance invoices received; and, <p>For each learner file, reports that are downloadable, printable and accessible online, as identified in Annex A – Statement of Work</p>		
<p>M3</p>	<p>Bidder's Experience with Distance English and French Second Language Tutoring Services to Adults</p> <p>Post January 1st, 2015, the Bidder must have accumulated over 3,000 hours of experience in distance based delivery of English and French second language tutoring services to adults. Any combination of French and English is acceptable.</p> <p>Offer Preparation Instructions to Technical Authority</p> <p>To demonstrate the experience acquired under M3, the Bidder must, as a minimum, provide the following information:</p> <ul style="list-style-type: none"> i. Name(s) of client organizations receiving the services; 		

	<ul style="list-style-type: none"> ii. Start and end dates of the tutoring services provided (month/year to month/year); iii. Total number of hours for each period identified in ii); iv. Target audience (private sector, public sectors other than the federal government and the federal government sector); v. Mean(s) of communication used (telephone, online, WebEx or other). <p>The Bidder must also provide written confirmation from each client organization listed in i) corroborating the information on the tutoring services provided by the bidder</p> <p><i>In the event that the Bidder did not provide a written confirmation from each client organization listed in i) corroborating the information on the tutoring services provided by the Bidder, the latter will be given two working days to submit the proper signature pages.</i></p> <p><i>Once notified, any Bidder that fails to provide the required documents within two business days will be informed by the Department that its offer is non-responsive and that it will be given no further consideration.</i></p>		
<p>M4</p>	<p>Bidder's Pedagogical Advisor</p> <p>The Bidder must provide the name of at least one Pedagogical Advisor and demonstrate that they meet the Pedagogical Advisor requirements listed in Annex A – Statement of Work.</p> <p>To demonstrate that the proposed resource or resources meets the M4 requirements, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> a) For the Pedagogical Advisor who holds a university degree from a recognized Canadian institution or a recognized equivalent and has experience as a Pedagogical Advisor as described in Annex A – Statement of Work: <ul style="list-style-type: none"> i. Copy of the university degree from a recognized Canadian institute or the recognized equivalent; ii. The start and end dates of experience acquired since January 1, 2015 in supervision of Teaching Resources in French and/or English as a second language to adults (month/year to month/year); iii. Total number of hours of supervision of adult English and/or French Second Language Teaching Resources; iv. Number of adult English and/or French Second Language Teaching Resources supervised, for each period identified in ii). <p>OR</p> <ul style="list-style-type: none"> b) For the Pedagogical Advisor who holds a university degree from a recognized Canadian institution or a recognized equivalent, but with no experience as a Pedagogical Advisor and who has at least 5 years' experience acquired since January 1, 2015 in teaching French and/or English as a second language to adults, as described in Annex A – Statement of Work: 		

	<ul style="list-style-type: none"> i. Copy of the university degree or a recognized equivalent ii. Start and end dates since January 1, 2015 of periods teaching English and/or French as a second language to adults (month/year to month/year); iii. Total number of hours teaching English and/or French as a second language to adults for each identified period in ii). <p>OR</p> <ul style="list-style-type: none"> c) For the Pedagogical Advisor without the required degree or a recognized equivalent, but with experience as a Pedagogical Advisor and a Teaching Resource as described in Annex A – Statement of Work: <ul style="list-style-type: none"> i. Start and end dates of periods of supervision since January 1, 2015 of adult English and/or French second language Teaching Resources (month/year to month/year); ii. Total number of hours of supervision of adult English and/or French Second Language Teaching Resources; iii. Number of adult English and/or French Second Language Teaching Resources supervised, for each period identified in ii); iv. Start and end dates since January 1, 2015 of periods teaching English and/or French as a second language to adults (month/year to month/year); and v. Total number of hours teaching English and/or French as a second language to adults for each identified period in iv) <p><i>The Bidder must provide a copy of the university degree or recognized equivalent upon submission of bid. Failure to produce the document will result in the offer being declared nonresponsive and being denied further consideration.</i></p>		
<p>M5</p>	<p>Bidder’s Teaching Resources</p> <p>The Bidder must provide the names of at least twenty (20) Teaching Resources and demonstrate that they meet the requirements listed in Annex A – Statement of Work.</p> <ul style="list-style-type: none"> a) To demonstrate that the proposed resources meet the M5 requirements, the Bidder must provide the following information: <p>For the Teaching Resources who hold a university degree from a recognized Canadian institution or a recognized equivalent as described in Annex A - Statement of Work:</p> <ul style="list-style-type: none"> i. Copy of the university degree from a recognized Canadian institute or the recognized equivalent; b) For the Teaching Resources who do not hold a university degree in a discipline related to the position from a recognized Canadian institution or a recognized equivalent, but with at least 3 years’ experience acquired since January 1, 2015 in teaching French and/or English as a second language to adults as described in Annex A – Statement of Work : 		

	<ul style="list-style-type: none">i. Start and end dates since January 1, 2015 of periods teaching English and/or French as a second language to adults (month/year to month/year);ii. Total number of hours teaching English and/or French as a second language to adults for each identified period in i).c) For all Teaching Resources, the proof that they have successfully passed a rigorous written language assessment performed by the Contractor. <p><i>The Bidder must provide a copy of the Teaching Resources' assessment. Failure to produce the document will result in the offer being declared non-responsive and being denied further consideration.</i></p>		
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Point Rated Criteria

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

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

Point Rated Technical Criteria		Minimum Number of Points	Maximum Number of Points
R1	Online training program	65	130
R2	Learning management system	5	15
R3	Bidder's experience	25	65
R4.1	Resources' Experience – Pedagogical	10	35
R4.2	Resources' Experience – Teaching	15	65
Overall Score		120	310

No.	Point-rated Technical Criterion	Points Awarded	Cross Reference to Proposal
R1	Online training program: The evaluation team will use the program access provided for M2 to verify the elements assessed under R1.		
	Offer Preparation Instructions: The Bidder must show how each of the sub criteria (RT1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8 and 1.9), are met by providing details on the options provided by the proposed program.		
R1.1	Allows use of a tablet and/or a smartphone compatible with an IOS, Android, Windows, or other operating system. Points will be awarded as follows: <ul style="list-style-type: none"> • IOS operating system – 5 points • Android operating system – 5 points • Windows operating system – 10 points • Other operating system – 5 points Points will be awarded for each operating system available for the proposed program. Maximum: 25 points		

<p>R1.2</p>	<p>Provides access to additional tools such as a discussion forum (chat), blogs, Wikis, Buddy System, games or Web conferences between users to practice what they have learned.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • 1 tool – 5 points • 2 or more tools – 10 points <p>Maximum: 10 points</p>		
<p>R1.3</p>	<p>Contains a learner error recognition system</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • Error recognition – 10 points • Error recognition with corrections – 15 points • Error recognition with corrections and explanations – 20 points <p>Maximum: 20 points</p>		
<p>R1.4</p>	<p>Contains language reference tools</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • Glossary – 5 points • Dictionary – 5 points • Grammar reference – 5 points • Conjugation tables– 5 points <p>Points will be awarded for each reference tool provided by the proposed program.</p> <p>Maximum: 20 points</p>		
<p>R1.5</p>	<p>Provides phonetic exercises points will be awarded as follows:</p> <ul style="list-style-type: none"> • Phonetic exercises – 10 points • Phonetic exercise corrector – 5 points <p>Points will be awarded for each phonetic exercise provided by the proposed program.</p> <p>Maximum: 15 points</p>		
<p>R1.6</p>	<p>Contains a progress bar or other means informing learner of online self-study progress.</p> <p>10 points</p>		
<p>R1.7</p>	<p>Provides motivational and encouragement emails during training.</p> <p>5 points</p>		

R1.8	Requires a mandatory passing mark or a minimum result after each section or module before being able to access the next section/module. 10 points		
R1.9	Learning program has been developed by the provider and offered to clients in at least one of the sectors below, for a minimum of 5 years. i. Private – 5 points ii. Public other than federal government – 10 points iii. Federal government– 15 points Maximum: 15 points		
			Maximum for R1: 130 points

No.	Point-rated Technical Criterion	Points Awarded	Cross Reference to Proposal
R2	Learning Management System: The evaluation team will use the program access provided for M2 to verify the elements assessed under R2.		
R2	The learning management system allows the project manager to filter information, such as grouping learners by branch, directorate and region. To demonstrate that the program meets R2, the Bidder must provide a list of the filtering options the program offers. Points will be awarded for each filtering option offered by the proposed program. <ul style="list-style-type: none"> • Filtering by directorate – 5 points • Filtering by branch – 5 points • Filtering by region – 5 points Maximum: 15 points		
			Maximum for R2: 15 points

No.	Point-rated Technical Criterion	Points Awarded	Cross Reference to Proposal
R3	Bidder's experience with tutoring services for English and/or French second language learning to adults:		
R3	<p>Since January 1st, 2015, the Bidder has accumulated experience in remote tutoring services for adult English and/or French second language learning for tutoring hours at the beginner (Level A), intermediate (Level B) and/or advanced (Level C) levels.</p> <p>To demonstrate the experience accumulated under R3, the Bidder must provide, as a minimum, the following information for each of the language levels—beginner (Level A), intermediate (Level B) and/or advanced (Level C):</p> <ol style="list-style-type: none"> i. Name(s) of client organizations receiving the services; ii. Start and end dates of the tutoring services provided (month/year to month/year); iii. Total number of hours for each period identified in ii); iv. Mean(s) of communication used (telephone, online, WebEx or other); v. Target audience (private sector, public /sectors other than the federal government and the federal government sector). <p>The Bidder must also provide written confirmation from each client organization listed in i), corroborating the information on the tutoring services provided by the Bidder.</p> <p>A) For tutoring services experience at the levels below:</p> <ol style="list-style-type: none"> i. Beginner (Level A): <ul style="list-style-type: none"> • 1,000 – 3,000 hours of tutoring – 5 points • Over 3,000 hours of tutoring – 10 points <p>Maximum points for i): 10 points</p> ii. Intermediate (Level B): <ul style="list-style-type: none"> • 1,000 to 3,000 hours of tutoring – 5 points • Over 3,000 hours of tutoring – 15 points <p>Maximum points for ii): 15 points</p> iii. Advanced (Level C): <ul style="list-style-type: none"> • 3,000 to 6,000 hours of tutoring – 10 points 		

	<ul style="list-style-type: none"> • 6,001 to 9,000 hours of tutoring – 15points • Over 9,000 hours of tutoring – 25 points <p>Maximum points for iii): 25 points</p> <p>B) For experience in tutoring services with the following sector(s):</p> <ul style="list-style-type: none"> i. Private – 5 points ii. Public other than federal government – 10 points iii. Federal government– 15 points <p>Maximum points for B): 15 points</p> <p>For R3 B), points will be awarded for the sector that has received the most tutoring hours in the response under R3 A).</p>		
Maximum points for R3: 65 Points			

No.	Point-rated Technical Criterion	Points Awarded	Cross Reference to Proposal
R4	Resources' Experience – Pedagogical Advisor		
R4.1	<p>Pedagogical Advisor</p> <p>Since January 1st, 2012, the Bidder's Pedagogical Advisor has accumulated experience in supervision of teaching resources having provided tutoring services remotely for adult English and/or French second language learning for tutoring hours at the beginner (Level A), intermediate (Level B) and/or advanced (Level C) levels.</p> <p>To demonstrate the experience accumulated under R4.1, the Bidder must provide, as a minimum, the following information:</p> <ul style="list-style-type: none"> i. Name(s) of client organizations receiving the services; ii. Start and end dates of the services provided (month/year to month/year); iii. Total number of hours for each period identified in ii); iv. Target audience (private sector, public sectors other than the federal government and the federal government sector). <p>The Bidder must also provide written confirmation from each client organization listed in i), corroborating the information on the pedagogical services provided by the Bidder.</p>		

	<p>A) For supervising services experience:</p> <ul style="list-style-type: none"> • 1,500 – 3,000 hours of supervision – 5 points • 3,001 – 4,500 hours of tutoring – 10 points • Over 4,500 hours of tutoring – 20 points <p>Maximum points for A) : 20 points</p> <p>B) For experience in tutoring services with the following sector(s), per Pedagogical Advisor:</p> <ul style="list-style-type: none"> i. Private – 5 points ii. Public other than federal government – 10 points iii. Federal government – 15 points <p>Maximum points for B) : 15 points</p> <p>For RT4.1 B), points will be awarded for the target audience that has received the most tutoring hours in response to RT4.1 i), ii) and iii).</p>		
Maximum points for R4.1: 35 points			

No.	Point-rated Technical Criterion	Points Awarded	Cross Reference to Proposal
R4	Resources' Experience-Teaching Resources		
R4.2	<p>Teaching Resources</p> <p>Since January 1st, 2012, at least 20 of the Bidder's Teaching Resources have accumulated experience in remote tutoring services for adult English and/or French second language learning for tutoring hours.</p> <p>Experience accumulated by at least 20 Teaching Resources under R4.2, the Bidder must provide, as a minimum, the following information for each:</p> <ul style="list-style-type: none"> i) Names of each teaching resource and details on employer(s) where hours were accumulated; ii) Start and end dates of the tutoring services provided (month/year to month/year); iii) Total number of hours for each period identified in ii); iv) Mean(s) of communication used (telephone, online, WebEx or other); 		

	<p>v) Target audience (private sector, public sectors other than the federal government and the federal government sector).</p> <p>The bidder must provide a written confirmation of the hours taught by each teaching resource in order to corroborate the hours of tutoring services provided by the teaching resources of the bidder in response to the RT4.2A.</p> <p>A) For tutoring services experience, per Teaching Resource:</p> <ul style="list-style-type: none"> • 1,500 – 2,000 hours of tutoring – 10 points • 2,000 – 2,500 hours of tutoring – 30 points • Over 2,500 hours of tutoring – 50 points <p>Maximum points for A) : 50 points</p> <p>B) For experience in tutoring services with the following sector(s), per Teaching Resource:</p> <ul style="list-style-type: none"> i. Private – 5 points ii. Public other than federal government – 10 points iii. Federal government – 15 points <p>Maximum points for B) : 15 points</p> <p>For R4.2 B), points will be awarded for the sector that has received the most tutoring hours in the response for R4.2 A).</p>		
Maximum points for R4.2: 65 points			

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 Integrity 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 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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

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](#) (2010-08-16) Education and Experience

5.2.3.2 Education and Experience

SACC *Manual* clause [A3010T](#) (2010-08-16) Education and Experience

SACC *Manual* clause [A3015C](#) (2014-06-26), Certifications - Contract

ATTACHMENT 1 TO PART 5: SET-ASIDE FOR INDIGENOUS BUSINESS

1. Federal Government's Procurement Strategy for Indigenous Business

1.1 Set-aside for Indigenous Business

1. This procurement is conditionally set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - i. The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

 - ii. The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.
4. The Bidder must check the applicable box below:
 - i. The Indigenous business has fewer than six (6) full-time employees.

OR

 - ii. The Indigenous business has six (6) or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

1.2 Owner / Employee Certification - Set-aside for Indigenous Business

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

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

Printed name of owner and/or employee

Signature of owner and/or employee

Date

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) 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 7 - 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;
2. 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 [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 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.1 Optional Goods and/or Service

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

[4012](#) (2012-07-16), Goods - Higher Complexity, apply to and form part of the Contract.

7.3 Security Requirements

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

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.
3. 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).

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from the date of Contract Award to one year later.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two 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 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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kristen Bell-Lalonde
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Kristen.Bell-Lalonde@tpsgc-pwgsc.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.

7.5.2 Project Authority

The Project Authority for the Contract is:

(to be entered at contract award)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative

(to be entered at contract award)

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 Payment

7.7.1 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, to a limitation of expenditure of \$_____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

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

7.7.4 Monthly Payments

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

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

7.7.5 Time Verification

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

7.8 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. time sheets must contain a detailed log of activities performed during the time period covered on the invoice.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the following address for certification and payment.

(to be entered at contract award)

- b. One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications and Additional Information

7.9.1 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.

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

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

7.10 Applicable Laws

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

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 Articles of Agreement;
- (b) the supplemental general conditions [4012](#) (2012-07-16), Goods - Higher Complexity;
- (c) the general conditions [2035](#) (2022-12-01), General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated _____,

7.12 Foreign Nationals

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

7.13 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement

7.14 Dispute Resolution

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

ANNEX “A”: STATEMENT OF WORK

Requirement

The Public Services and Procurement Canada (PSPC) requires a qualified language school to provide tailored Language Training Services to approximately 200 learners through a phased in approach (see chart below) that will enable the employees of the Digital Services Branch (DSB) in bilingual positions to maintain their current proficiency levels and for other learners to obtain higher levels. The learners will require a combination of personal study through a virtual learning program followed by weekly virtual or telephone tutoring sessions in preparation for the Public Service Commission (PSC) second language evaluation and training to maintain current language levels. At the end of the training session, the learners should have a good understanding of the PSC's second language evaluation and apply tips and tools provided by the teacher.

Objective

The Contractor must evaluate by virtual platform, or by telephone, each user to determine their proficiency level for each of the three language skills (written comprehension in the second official language; written expression in the second official language; and oral proficiency in the second official language) according to the Government of Canada Qualification Standards in Relation to Official Languages (<http://www.tbs-sct.gc.ca/gui/squn03-eng.asp>);

Once the evaluation is completed, the Contractor must submit the results to the Administrator and provide a training plan tailored to the proficiency level of each user (levels A, B, or C and the estimated number of hours of training).

Scope

The Contractor must develop a training strategy for each learner by providing a schedule with pre-determined activities, clearly identified by hours and/or types of exercises. The activities should be aligned with the learner's objectives and submitted prior to starting the training session. This schedule could be adapted as needed based on progress with the learners.

In order to give all employees a chance to take training according to their work schedules and/or professional and personal obligations, we favor a flexible learning approach that adapts to our employees' different schedules.

The supplier is responsible for providing all the required training material. The learning material in support of the activities must be provided by the school in an electronic on-line module format. The feedback on the activities must be provided verbally during or after each activity. Online progress reports on each learner to be made available to departmental contract management team.

Language Training Detailed	
<p>Language Training (Comprehension & Written)</p>	<p>Phase 1:</p> <p>Advanced (Level C) - French Maximum of 25 learners to commence training from date of contract award to end of first session. The maximum of 25 learners will be learning concurrently.</p> <p>Advanced (Level C) - English Maximum of 15 learners to commence training from date of contract award to end of first session. The maximum of 15 learners will be learning concurrently.</p> <p>Phase 2:</p> <p>Intermediate (Level B) - French Maximum 35 learners to commence training from date of contract award to end of first session. The additional 35 learners will be learning concurrently.</p> <p>Intermediate (Level B) - English Maximum 10 additional learners to commence training from date of contract award to end of first session. The additional 10 learners will be learning concurrently.</p> <p>Phase 3:</p> <p>Beginner (Level A) - French Maximum of 35 additional learners to commence training from date of contract award to end of first session. The additional 35 learners will be learning concurrently.</p> <p>Beginner (Level A) - English Maximum of 5 additional learners to commence training from date of contract award to end of first session. The additional 5 learners will be learning concurrently.</p>
<p>Session Formats:</p>	<p>A. Part-Time Individual virtual module style and tutoring Learning Program.</p> <ul style="list-style-type: none"> ▪ Initial Assessment per learner to be completed by the supplier before training commences. ▪ 2 to 4 hours of weekly personal study with virtual learning program followed by 1 hour of weekly tutoring sessions with each learner at the end of each module – to be scheduled in advance. <p>B. Part-Time group virtual teacher led training</p> <ul style="list-style-type: none"> ▪ 3 hours per week per group

	<ul style="list-style-type: none"> All materials included.
Anticipated Schedule:	<ul style="list-style-type: none"> Days: (Monday to Friday) Hours: (within the scheduled of hours: 9:00 am to 4:00 pm EDT)
Location:	All training will be done virtually.
Employee's Linguistic Level:	<ul style="list-style-type: none"> 75% are at or below BBB 25% maintain the level or need to obtain the C level at the oral
Training Objectives:	<ul style="list-style-type: none"> Target Language (~): French (78%), English (22%) Target S.L.E. Level(s): <ul style="list-style-type: none"> Reading Comprehension: All levels Written Expression: All levels Oral Proficiency: All levels

Tutoring Service Requirement

The Contractor must be able to provide tutoring services to learners that deliver, enable and support bilingual language training in French and English in accordance with the Government of Canada Qualification Standards in Relation to Official Languages;

- a) Tutoring services must enable students to maintain and improve their language skills in accordance with Government of Canada Qualifications Standards in Relation to Official Languages;
- b) Tutoring services must be delivered on an as and when requested basis, in person, in virtual classroom and/or by telephone;
- c) Virtual or telephone tutoring sessions must be provided on an individual basis;
- d) Tutoring services must be available 5 days per week, from Monday to Friday, between 9am to 4:00pm;
- e) Tutoring services must be delivered by instructors who are able to speak, read and write fluently in French and English;

Software Requirement

The Contractor must provide learners with access to software that delivers, enables and supports bilingual language training in French and English;

- a) The software must provide a fully interactive self-study modular, based French and English language training program;

- b) The software must be able to run and function properly within the technical environment described above, including any laptop or desktop without the requirement to connect to any outside server for any reason whatsoever;
- c) The software must provide language training content at the levels A, B, and C in accordance with the Government of Canada Qualification Standards in Relation to Official Languages;
- d) The software must enable users to prepare individually for Second Language Evaluation tests (English and French) prescribed by the Public Service Commission of Canada.

Web Portal Requirement

The Contractor must provide learners with access to a web portal that delivers, enables and supports bilingual language training in French and English;

- a) The web portal must be able to run and function properly within the technical environment described above, including any laptop, desktop or server;
- b) The web portal must provide language training content at the levels A, B, and C in accordance with the Government of Canada;
- c) Qualification Standards in Relation to Official Languages;
- d) The web portal must enable users to prepare individually for Second Language Evaluation tests (English and French) prescribed by the Public Service Commission of Canada;
- e) The web portal must be available 24 hours a day/ 7 days a week/365 days a year;
- f) The web portal must enable users to register and provide personal data in an automated and secure environment;
- g) The web portal must enable users to access their personal profile via a password, including their training schedule (number of hours of training per week and the course schedule with the tutor);
- h) The web portal must enable administrators to monitor activities and download usage, and performance reports of all users;
- i) The web portal must enable administrators to track the hours billed for any training session and enable administrators to download invoices;
- j) The web portal must ensure the security of personal data and Information.

ANNEX "B": BASIS OF PAYMENT

(To be inserted at contract award)

ANNEX "C": SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat DSB-5401
Security Classification / Classification de sécurité UNCLASSIFIED

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction Digital Services Branch
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 Virtual Language Training		
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 checked="" type="checkbox"/> No Non	<input 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 type="checkbox"/> No Non	<input checked="" 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 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 type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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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 / Non Yes / Oui
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 / Non Yes / Oui

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 COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET – SIGINT TRÈS SECRET – SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

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 / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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 / Non Yes / Oui

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 / Non Yes / Oui

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 / Non Yes / Oui

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 / Non Yes / Oui

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 / Non Yes / Oui



Contract Number / Numéro du contrat DSB-5401
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 CONFIDENTIEL	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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

(Page 4 to be entered at contract award)

APPENDIX “A” to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)