



RETURN BIDS TO: RETOURNER LES SOUMISSIONS À: Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et changement climatique Canada Electronic Copy: soumissionsbids@ec.gc.ca BID SOLICITATION DEMANDE DE SOUMISSIONS PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided. SOUMISSION À: ENVIRONNEMENT ET CHANGEMENT CLIMATIQUE CANADA Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).	Title – Titre Second language assessments, test of Oral Interaction	
	EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000073078	
	Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2023-06-09	
	Bid Solicitation Closes (YEAR- MM-DD) - La demande de soumissions prend fin (AAAA- MM-JJ) at – à 2:00 P.M. on – le July 6 th , 2023	Time Zone – Fuseau horaire Eastern Daylight Saving Time
	F.O.B – F.A.B	
	Address Enquiries to - Adresser toutes questions à Anthony De Flavis Anthony.DeFlavis@ec.gc.ca	
	Telephone No. – N° de téléphone	Fax No. – N° de Fax
	Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA- MM-JJ)	
	Destination of Services / Destination des services See Herein	
	Security / Sécurité There is a security requirement associated with this solicitation	
Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur		
Telephone No. – N° de téléphone	Fax No. – N° de Fax	
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) Signature Date		



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction 6
- 1.2 Summary 6
- 1.3 Debriefings 7

PART 2 - BIDDER INSTRUCTIONS

- 2.1. Standard Instructions, Clauses and Conditions 8
- 2.2. Submission of Bids 9
- 2.3. Confidential Information for Bidding 9
- 2.4. Former Public Servant – Competitive Bid 10
- 2.5. Enquiries - Bid Solicitation 11
- 2.6. Applicable Laws 11
- 2.7. Improvement of Requirement During Solicitation Period 11

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1. Bid Preparation Instructions 12

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1. Evaluation Procedures 14
- 4.2. Technical Evaluation 14
- 4.3. Financial Evaluation 14
- 4.4. Basis of Selection – Mandatory Technical Criteria 14

PART 5 - CERTIFICATIONS

- 5.1. Certifications Required Precedent to Contract Award 20
- 5.2. Additional Certifications Required Precedent to Contract Award 20

PAR 6 – SECURITY REQUIREMENTS

- 6.1. Security Requirement 22
- 6.2. Insurance Requirements 22

PART 7 - RESULTING CONTRACT

- 7.1. Statement of Work 23
- 7.2. Standard Clauses and Conditions 23
- 7.3. Security Requirement 23
- 7.4. Term of Contract 23
- 7.5. Authorities 24
- 7.6. Proactive Disclosure of Contracts with Former Public Servants 25
- 7.7. Payment 25
- 7.8. Invoicing Instructions 25
- 7.9. Certifications and Additional Information 26
- 7.10. Applicable Laws 26
- 7.11. Priority of Documents 26
- 7.12. Insurance 26
- 7.13. Dispute Resolution 27

List of Attachments:

- Attachment 1 to Part 3, Financial Bid Presentation Sheet 14
- Attachment 1 to Part 4, Mandatory Technical Criteria And Point Rated Technical Criteria 16

List of Annexes

- Annex A Statement of Work 28
- Annex B Basis of Payment 34
- Annex C Security Requirement Checklist 37
- Annex D Non-Disclosure Certification 40

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 Attachments include the Financial Bid Presentation Sheet and Mandatory Technical Criteria

The Annexes include the Statement of Work, the Basis of Payment, the Non-Disclosure Certification, and any other annexes.

1.2 Summary

1.2.1 Environment and Climate Change Canada has a requirement to solicit a provider that can deliver oral language assessments to ECCC candidates, in both English and French, and to provide timely evaluations and deliver results, all adhering to PSC approved standards as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from contract award to March 31, 2024 inclusive with the option to extend the term of the contract by up to (2) two additional one-year periods under the same conditions.

1.2.2 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.

1.2.3 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

1.2.4 "The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), the Canada–Chile Free Trade Agreement, the Canada–Colombia Free Trade Agreement, the Canada–Honduras Free Trade Agreement, the Canada–Korea Free



Trade Agreement, the Canada–Panama Free Trade Agreement, Canada-Peru Free Trade Agreement, the Comprehensive Economic Free Trade Agreement [CETA], the World Trade Organization – Agreement on Government Procurement [WTO-AGP], the Comprehensive and Progressive Agreement for Trans-Pacific Partnership [CPTPP] and the Canada-Ukraine Free Trade Agreement.

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

PART 2 - BIDDER INSTRUCTIONS

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 PSPC/PWGSC *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.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: “send its bid only to Environment and Climate Change Canada as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

Delete: In their entirety

Insert: “Deleted”

At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: “the Procurement Business Number of each member of the joint venture,”

Insert: “Deleted”

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety



Insert: "Deleted"

At Section 05 Submission of Bids, Subsection 05 (4):

Delete: "sixty (60) days"

Insert: "one hundred and twenty (120) days"

2.2. Submission of Bids

Bids must be submitted to Environment and Climate Change Canada at the email address and by the date and time indicated on page 1 of the bid solicitation.

2.3 Former Public Servant – Competitive Bid

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, 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 FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of



a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 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

Clause [A9076T](#) advises Bidders that they can propose improvement to the technical requirement(s) contained in the bid solicitation.

2.7 Bid Challenge and Recourse Mechanisms

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 (1 soft copy in PDF format by email)

Section II: Financial Bid (1 soft copy in PDF format by email)

Section III: Certifications (1 soft copy in PDF format by 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 follow the format instructions described below in the preparation of their bid:

Note for electronic submission of bids:

In order to be considered, bids must be received by the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: soumissionsbids@ec.gc.ca

Attention: *Anthony De Flavis*

Solicitation Number: 5000073078

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

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 and describe their approach 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, contains 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 Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

3.1.2 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for the performance of the Work, as applicable:

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

3.1.3 Bidders should include the following information in their financial bid:

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

**ATTACHMENT 1 TO PART 3 -
FINANCIAL BID PRESENTATION SHEET**

The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Initial Contract Period: Date of Contract Award to March 31, 2024				
<i>Deliverable (Online or telephone Assessment)</i>	<i>Estimated Number of Tests (A)</i>	<i>Schedule</i>	<i>Rate per test (B)</i>	<i>Total Cost (A) X (B)</i>
<i>Oral Interaction Evaluation</i>	<i>1200</i>	Date of Contract Award to March 31, 2024	_____ \$	_____ \$
<i>Evaluation Report</i>	<i>600</i>	Date of Contract Award to March 31, 2024	_____ \$	_____ \$
<i>Total (A) + (B)</i>				

First Optional Contract Period: April 1, 2024 to March 31, 2025				
<i>Deliverable (Online or telephone Assessment)</i>	<i>Estimated Number of Tests (A)</i>	<i>Schedule</i>	<i>Rate per test (B)</i>	<i>Total Cost (A) X (B)</i>
<i>Oral Interaction Evaluation</i>	<i>1200</i>		_____ \$	_____ \$
<i>Evaluation Report</i>	<i>600</i>	Date of Contract Award to March 31, 2024	_____ \$	_____ \$
<i>Total (A) + (B)</i>				

Second Optional Contract Period: April 1, 2025 to March 31, 2026				
<i>Deliverable (Online or telephone Assessment)</i>	<i>Estimated Number of Tests (A)</i>	<i>Schedule</i>	<i>Rate per test (B)</i>	<i>Total Cost (A) X (B)</i>
<i>Oral Interaction Evaluation</i>	<i>1200</i>		_____ \$	_____ \$
<i>Evaluation Report</i>	<i>600</i>	Date of Contract Award to March 31, 2024	_____ \$	_____ \$
<i>Total (A) + (B)</i>				



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.

4.2. Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

4.2.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4 Mandatory Technical Criteria And Point Rated Technical Criteria

4.3. Financial Evaluation

4.3.1 Mandatory Financial Criteria I

Mandatory financial criteria	Satisfied / Not satisfied
Environment and Climate Change Canada has established funding for this project at a maximum amount for professional services of \$300,000.00 (in Canadian dollars, excluding taxes).	

4.3.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.

For evaluation purposes only, the price of the bid will be determined as follows:

- 4.3.2.1.** The volumetric data included in the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only.

They are not to be considered as a contract guarantee.

4.4 Basis of Selection – Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

**ATTACHMENT 1 TO PART 4,
MANDATORY TECHNICAL CRITERIA**

No.	MANDATORY CRITERIA	Achieved (YES / NO)	Cross reference to submission (indicate page no.)
M1	<p>The Bidder must demonstrate in their proposal, a minimum of three years professional experience administering Tests of Oral Proficiency in both official languages, either in person or virtually, using contract references for work performed within the last ten years, as of bid closing date.</p> <p>The following contract parameters must apply to each of the reference contract(s):</p> <ul style="list-style-type: none"> a) The work performed must be the same or similar* to the work described under section 2.4 Scope of Work and 3.0 Tasks of the Annex A – Statement of Work; b) Has an on-going duration or have a completed duration greater than six months (Note: duration does not include option periods that have not been exercised); and c) Has invoiced for at least 35% of the overall contract value. <p>For each of the reference contract(s) cited, the following information must be identified:</p> <ul style="list-style-type: none"> i. The name of the client organization (to whom the services were provided); ii. The Contract number (when available); iii. The Contract value (including applicable taxes and excluding any option years that have not yet been exercised); iv. The amount invoiced, including applicable taxes; v. The Contract dates and duration (indicating the years/months of engagement and the start and end dates); vi. List of stakeholders involved; vii. A summary of the contract's objectives, needs, and issues which necessitated the Bidder's contribution, including the resource type, tasks performed, product developed or created, and category of service provided). viii. A copy of the reference contract including the Statement of Work, Task Authorization or Work Order to substantiate that the work and associated tasks are the same or similar to the ones described in the RFP under Section 2.4 and 3.0 of Annex A – Statement of Work. The tasks must be clearly marked and indicated in the Statement of Work/Task Authorization to ensure ease of identification and validation for evaluation purposes. (If the Bidder's reference contract does not have a Statement of Work with a list of detailed tasks, the Bidder must provide a list of tasks performed under the reference contract that can be confirmed and validated by the Client. The list of tasks 		



	<p>provided by the Bidder must clearly demonstrate that they are the same or similar to the ones listed in Section 2.4 and 3.0 of Annex A – Statement of Work of this bid solicitation);</p> <p>ix. Client Reference Information (The name, title, telephone number and e- mail address of the Project Authority) that can validate the stated experience.</p> <p><i>The Bidder must demonstrate similar work by mapping at least 50% of the work and associated tasks listed in section 2.4 and 3.0 the SOW to the work and associated tasks identified in the reference contract(s). In the event that 50% of the work and associated tasks results in a decimal (for example 4.8 tasks), the number would be rounded down (i.e. 4 tasks would be accepted as being equivalent).</i></p> <p><i>The referenced contract(s) must have been contracted with the Bidder submitting a bid for this requirement. "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.</i></p>		
M2	<p>The Bidder must demonstrate in their proposal, a minimum of two years professional work experience administering oral proficiency assessments to client organization, in both Official Languages, either in person or virtually, using contract references for work performed within the last ten years, as of bid closing date.</p> <p>The following contract parameters must apply to each of the reference contract(s):</p> <p>a) The work performed must be the same or similar* to the work described under section 2.4 Scope of Work and 3.0 Tasks of the Annex A – Statement of Work; and</p> <p>b) Has an on-going duration or have a completed duration greater than six months (Note: duration does not include option periods that have not been exercised).</p> <p>For each of the reference contract(s) cited, the following information must be identified:</p> <ol style="list-style-type: none"> The name of the client organization (to whom the services were provided); The Contract number (when available); The Contract value (including applicable taxes and excluding any option years that have not yet been exercised); The amount invoiced, including applicable taxes; The Contract dates and duration (indicating the years/months of engagement and the start and end dates); List of stakeholders involved; A summary of the contract's objectives, needs, and issues which necessitated the Bidder's contribution, including the 		

	<p>resource type, tasks performed, product developed or created, and category of service provided).</p> <p>viii. A copy of the reference contract including the Statement of Work, Task Authorization or Work Order to substantiate that the work and associated tasks are the same or similar to the ones described in the RFP under Section 2.4 and 3.0 of Annex A – Statement of Work. The tasks must be clearly marked and indicated in the Statement of Work/Task Authorization to ensure ease of identification and validation for evaluation purposes. (If the Bidder's reference contract does not have a Statement of Work with a list of detailed tasks, the Bidder must provide a list of tasks performed under the reference contract that can be confirmed and validated by the Client. The list of tasks provided by the Bidder must clearly demonstrate that they are the same or similar to the ones listed in Section 2.4 and 3.0 of Annex A – Statement of Work of this bid solicitation);</p> <p>ix. Client Reference Information (The name, title, telephone number and e- mail address of the Project Authority) that can validate the stated experience.</p> <p><i>The Bidder must demonstrate similar work by mapping at least 50% of the work and associated tasks listed in section 2.4 and 3.0 the SOW to the work and associated tasks identified in the reference contract(s). In the event that 50% of the work and associated tasks results in a decimal (for example 4.8 tasks), the number would be rounded down (i.e. 4 tasks would be accepted as being equivalent).</i></p> <p><i>The referenced contract(s) must have been contracted with the Bidder submitting a bid for this requirement. "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.</i></p>		
M3	<p>The Bidder must demonstrate in their proposal by using reference contract(s) for client organization(s), professional work experience developing one second language oral proficiency assessment and one second language oral proficiency evaluation, <u>in both official languages</u>, that are in accordance with the Public Service Commission Second Language Evaluation's (SLE) standards.</p> <p>The Bidder must submit one assessment (provided in French and English) and one evaluation (provided in French and English) that are line with the Public Service Comission's Qualification Standards in Relation to Official Languages.</p> <p>For each of the reference contract(s) cited, the following information <u>must</u> be identified:</p>		



	<ul style="list-style-type: none"> i. The name of the client organization (to whom the services were provided); ii. The Contract number (when available); iii. The Contract value (including applicable taxes and excluding any option years that have not yet been exercised); iv. The Contract dates and duration (indicating the years/months of engagement and the start and end dates); v. A summary of the contract's objectives, needs, and issues which necessitated the Bidder's contribution, including the services provided). vi. A copy of the assessment and evaluation, in both official languages; and vii. Client Reference Information (The name, title, telephone number and e- mail address of the Project Authority) that can validate the stated experience. 		
M4	<p>The Bidder must demonstrate its experience in providing accommodation solutions for a candidate's accessibility requirements related to oral proficiency assessments and evaluations. The Bidder must provide accommodation solutions offered during the administration of the oral proficiency assessments and evaluations.</p> <p>The solutions must include at a minimum, but is not limited to, the following accommodations:</p> <ul style="list-style-type: none"> 1) Access to a teacher or instructor via telephone; 2) Review potential restrictions a candidate may have and adjust oral interaction test administration accordingly to effectiely accommodate needs. 3) Scheduling accommodations; 		

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

5.1. Certifications Required Precedent to Contract Award

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2. 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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

5.2. Additional Certifications Required Precedent to Contract Award

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

5.2.1. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of



an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder 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 Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.2. Education and Experience

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

PART 6 – SECURITY AND OTHER REQUIREMENTS

6.1. Security Requirement

- (a) At the date of bid closing, the following conditions must be met:
 - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (b) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in the contract.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



PART 7 - RESULTING CONTRACT

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

Title: *(insert only at contract award)*

7.1. Statement of Work

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

7.2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PSPC/PWGSC *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 - Professional Services (High Complexity), as modified below, apply to and form part of the Contract.

4006 (2010-08-16) *Contractor to own Intellectual Property Rights in Foreground Information*

7.2.3 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____

7.2.4 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, and provide it to the contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

7.3. Security Requirement

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

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), and obtain approved Document Safeguarding Capability at the level of PROTECTED A, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor 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 MUST NOT utilize its facilities to process, produce, or store PROTECTED information or assets until the CSP, PWGSC has issued written approval.
4. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce, or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED A.
5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
6. The Contractor 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 date of Contract to March 31, 2024 inclusive.

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 (2) additional one year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

7.5. Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Anthony De Flavis
Team Manager – Procurement – Operations East
Environment and Climate Change Canada
Procurement, Accounting and Controls Directorate
Workplace Services and Contracting Assets
105 McGill, 5e étage, Montréal QC H2Y 2E7
anthony.deflavis@ec.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 Technical Authority

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

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 Contract and is responsible for all matters concerning the technical content of the Work under the Contract. 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 contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

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. Payment

7.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____. Customs duties are excluded and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and the Applicable Taxes are extra.

- (b) 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:
- (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or
 - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- (c) 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 Time Verification

C0711C (2008-05-12) Time Verification

7.8. Invoicing Instructions

7.8.1 Monthly Payment

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

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

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.



7.10. 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 general conditions 2035 (2022-12-01) - Professional Services (High Complexity)
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Appendix C, Safety Requirements checklist
- (f) the Contractor's bid dated _____

7.12. Insurance

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

7.13. 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

1. TITLE

Testing of Oral Interaction for second language assessments

2. SCOPE

2.1. Introduction

As part of Environment and Climate Change Canada’s (ECCC) staffing process for bilingual positions, candidates are required to complete second language proficiency testing to certify that they meet the language requirements under their terms and conditions of employment. Due to delays during the pandemic, the Public Services Commission (PSC) continues to maintain service delivery challenges with respect to its capacity to deliver Second Language Evaluations (SLEs).

2.2. Objectives of the Requirement

The Human Resources Branch (HRB) requires the professional services of a Contractor to provide virtual, oral language assessments and testing to ECCC candidates. The Contractor must provide second language proficiency assessments and testing in both English and French, provide timely evaluations and deliver feedback and results, within specified service standards.

2.3. Background

Through a letter to heads of HR dated July 15, 2022, authorization for departments and agencies to use an alternative method to assess second language proficiency (22-05), an alternative measure was provided to departments allowing them to assess second language skills with their own assessment methods.

With continued unexpected timeframes as to when the PSC will be able to meet demand for second language proficiency testing and return to an ability to deliver up on their service standards, ECCC is required to find an alternate solution. As such, ECCC a Contractor to provide virtual language assessments for oral proficiency, in both official languages.

2.4. Scope of Work

On an “as and when requested” basis, the Contractor will be required to perform the following, but not limited to, services:

- 1) Develop and administer oral language proficiency assessments, in both English and French, to determine a candidate’s second language oral proficiency competency(ies);
- 2) Develop test for oral proficiency assessments in both official languages, that adhere to PSC standards and requirements, and rating scales.
- 3) Administer test for oral proficiency in both English and French, to ECCC candidates as requested in accordance with the specified standard timeframes.



- 4) Electronically deliver the test results and provide feedback to candidates and ECCC departmental officials within the specified standard timeframe.

3. REQUIREMENTS

3.1. Tasks and Activities

- 1) The Contractor must virtually assess the linguistic profile of the candidate, administer the oral proficiency test(s) in French or in English, and electronically deliver results to candidates and ECCC officials.
- 2) The Contractor must develop oral language proficiency assessments, in both English and French, to determine a candidate's second language oral proficiency competency(ies), using PSC approved tools. The assessment must be reviewed and approved by the Public Service Commission.
- 3) The Contractor must design and develop an oral test that progresses to questions designed to allow candidates to demonstrate A-level, B-level and then C-level skills, as defined by the Treasury Board of Canada Secretariat's [Qualification Standards in Relation to Official Languages](#).
- 4) The Contractor must administer these oral proficiency tests in both official languages, English and French, to ECCC candidates. This work includes, but is not limited to, the following:
 - a. Guide the candidates throughout the duration of the test without providing answers to questions.
 - b. Identify and ask simple questions to determine whether a candidate demonstrates A-level skills;
 - c. Identify and ask increasingly harder question, designed to allow candidates to demonstrate which proficiency levels they currently meet.
- 5) The Contractor must electronically deliver testing results to candidates and ECCC departmental officials within a five business days service standard. These service standards are effective from the date of test administration and testing results must include the following:
 - a. A global evaluation of the candidate's performance on language tasks in a variety of work-related contexts, with an appropriate level of accuracy.
 - b. An appropriate language proficiency score based on the following levels:

Level A:	Level B:	Level C:
Understands most speech that deals with concrete and routine topics and is delivered slowly and clearly in standard speech	Understands the main points of clear standard speech that deals with concrete, work-related topics and is delivered at normal speed	Understands linguistically complex speech that deals with work-related topics and is spoken in standard dialect at normal speed

<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • make themselves understood in short contributions, even though pauses and false starts are very evident • talk about everyday aspects of routine activities • handle a simple question-and-answer exchange 	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • give a simple description of a concrete topic • explain main points comprehensibly • compare and discuss alternatives when complications arise • speak with some spontaneity, although pauses for grammatical and lexical planning and repair are evident in longer stretches 	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • give clear, detailed descriptions of complex topics • summarize a discussion • express and sustain opinions • respond to complex and hypothetical questions
<p>A person speaking at this level:</p> <ul style="list-style-type: none"> • has sufficient basic vocabulary and grammatical structures to conduct routine transactions involving familiar situations and topics • uses structures and vocabulary borrowed from another language which can interfere with the clarity of the message • has a pronunciation that requires close attention from the listener, but there are no long stretches that are unclear 	<p>A person speaking at this level:</p> <ul style="list-style-type: none"> • has sufficient vocabulary and a variety of simple grammatical structures to handle concrete, non-routine situations and topics and can link a series of simple elements into a connected sequence when giving a factual description • may be miscommunicating in some areas, but most stretches are clear • has a pronunciation that is generally clear enough to be understood, despite an evident accent from another language • will, at times, be asked by the listener to repeat or clarify 	<p>A person speaking at this level:</p> <ul style="list-style-type: none"> • has a fairly natural and even delivery, with occasional hesitations, but most hesitations are for ideas • has a broad range of vocabulary and structures when talking about complex and abstract topics, with a relatively high degree of control • makes errors, but these rarely lead to misunderstanding • has a pronunciation that is clear, even if an accent from another language is noticeable • has occasional mispronunciations but they rarely interfere with communication

3.1.1 Optional Tasks and Activities

Upon request, the Contractor must provide the candidate with a detailed report based on their second language proficiency results. The report must include the results of each question of the oral test, a



detailed analysis of their responses indicating how they scored and where points were deducted, and examples extracted from their responses to provide feedback of the candidate's results.

3.2. Deliverables

On an "as and when required basis" the Contractor must:

- 1) Develop and virtually administer oral language proficiency assessments interviews, in both English and French, to determine a candidate's current second language oral proficiency competency.
- 2) Design and deliver a test that progresses to questions designed to allow candidates to demonstrate B-level and then C-level skills, as defined by the Treasury Board of Canada Secretariat's [Qualification Standards in Relation to Official Languages](#).
- 3) Develop and administer tests of oral proficiency, through a protected virtual platform, in both English and French, to candidates on a demand and volume-fluctuating basis including:
 - a) Guiding candidates throughout the test.
 - b) Answering questions without giving any responses of the test; and
 - c) Adhering to service standards;
- 4) Electronically delivering results via email to candidates and ECCC departmental officials within five business days that include the following:
 - a) A global evaluation of a candidate's performance on language tasks in a variety of work-related contexts, with an appropriate level of accuracy.
 - b) A appropriate language proficiency level based on the second language standards.

3.3. Specifications and Standards

The Contractor must adhere to or meet the following:

- a) The Treasury Board of Canada Secretariat's [Qualification Standards in Relation to Official Languages](#).
- b) Before starting work, the Contractor must meet the conditions and eligibility criteria of [the Guiding Principles for Alternate Methods to Second Language Evaluations](#) set by the Public Service Commission and receive approval from the public service commission * to test ECCC candidates on behalf of the PSC.
- c) Service Standards:
 - i) Testing: within a ten (10) business day service standard; and
 - ii) Results and Report (*optional*): within a five (5) business day service standard from date of test administration.

**Approval of second language assessment and evaluation documents must be received by PSC prior to the start of the work. ECCC will correspond with the PSC on behalf of the Contractor to coordinate the review of the content and evaluation documents to seek approval.*

3.4. Reporting Requirements

The Contractor must submit monthly reports, in electronic format, on the amount of test administered throughout that period of the Work, to the Technical Authority and the Contracting Authority.

4. ADDITIONAL INFORMATION

4.1. Canada's Obligations

Canada will:

- a. Coordinate the review and approval of and assessment and evaluation documents with the PSC to coordinate and seek approval.
- b. Provide access to facilities and equipment for the candidate (i.e. a workstation with a computer and associated equipment, telephone, etc.) if applicable and needed.
- c. Provide access to a staff member who will be available to coordinate activities; and
- d. Provide other assistance or support.

4.2. Contractor's Obligations

The Contractor must:

- a. provide a virtual mechanism to perform candidate assessments and testing;
- b. Ensure the protection of tests to conserve the integrity;
- c. meet all eligibility criteria of the SLE testing; and
- d. obtain PSC approval* to administer oral language proficiency tests on behalf of ECCC.

**The contractor must receive approval from PSC to administer oral language proficiency tests on behalf of ECCC within a 60 calendar day period from the date of award notice. Failure to comply with this request and meet the requirement within that time period will render the bid non-responsive. Canada reserves the right to cancel and terminate the awarded contract and will consider the next compliant bidder for contract award.*

4.3. Language of Work

The work will be performed in both official languages, French and English.

The department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Department Representative before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

4.4. Location of Work

The work will be virtually performed at the Contractor's site, using a protected online platform and hosted by the Contractor.

4.5. Travel and Living



There is no travel and living expenses associated with the work.

5. PROJECT SCHEDULE

5.1. Schedule and Estimated Level of Effort (Work Breakdown Structure)

The work will be required on an “as and when” requested basis throughout the period of the contract. It is estimated that approximately 100 tests per month will require to be administered during the period of the contract, with expected fluctuating numbers during different periods and no guarantees. Estimates could be higher during high staffing period and lower during vacation season.

6. ACCESSIBILITY CONSIDERATIONS

- a) The Contractor must provide accessibility accommodations measures in consideration of each candidate’s requirements.
- b) The Contractor must provide an adaptable and accessible online protected virtual platform to perform assessments and testing;
- c) The Contractor’s accessible online protected platform must adhere to the WCAG 2.0 standards.

ANNEX B
BASIS OF PAYMENT

(to be completed at contract award)



ANNEX C SECURITY REQUIREMENTS CHECK LIST



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

505000073078

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		2. Branch or Directorate / Direction générale ou Direction
Environment and Climate Change Canada		Human Resources 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		
Vendor to conduct Second Language Evaluations (SLE) oral proficiency tests for ECCC (in both OL's) for Fiscal Year 2023-2024 with renewal option for up to two additional fiscal years.		
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 <input type="checkbox"/> Yes
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 <input type="checkbox"/> Yes
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 <input checked="" type="checkbox"/> Yes
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 <input type="checkbox"/> Yes
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 <input type="checkbox"/> Yes
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra 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"/>	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 checked="" 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

Canada



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?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:

☒ No ☐ Yes
Non Oui

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
Non 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?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No ☐ Yes
Non Oui
☒ No ☐ Yes
Non 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 ☒ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☒ Yes
Non 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 ☐ Yes
Non Oui



Environment and
Climate Change Canada

Environnement et
Changement climatique Canada



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

5000073078

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 TRIS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRIS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRIS SECRET
											A	B	C			
Information / Assets Renseignements / Biens	X															
Production																
IT Media / Support TI	X															
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).

ANNEX D
NON-DISCLOSURE CERTIFICATION

I, _____, recognize that in the course of my work as an employee or subcontractor of Environment and Climate Change Canada I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. _____ between His Majesty the King in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: _____

Signature

Date