

RETURN OFFERS TO: RETOURNER LES OFFRES À: See article 2.2 (Submission of Offers) of this solicitation	Title -Sujet: Language assessments and French second language training services for Canadian Nuclear Safety Commission (CNSC)	
 voir l'article 2.2 (Submission of Oners) of this solicitation voir l'article 2.2 (Présentations des offres) de cet appel d'offres 	Solicitation no Nº de l'invitation :	Date:
	5000069543	April 13, 2023
REQUEST FOR STANDING OFFER DEMANDE D'OFFRES À COMMANDES	File No. – N° de dossier: 5000069543	1
Departmental Individual Standing Offer (DISO) Offre à commandes individuelle et ministérielle (OCIM)	Solicitation closes - L'invitation prend fin : May 19, 2023	Time zone – Fuseau horaire: Eastern Daylight Time
Canada, as represented by the Canadian Nuclear safety Commission, hereby requests a Standing Offer		(EDT)
on behalf of the Identified Users herein.	Address Enquiries to: - Adresser solicitation-demandedesoumission	-
Le Canada, représenté par la Commission canadienne de sûreté nucléaire, autorise par la présente, une offre		
à commandes au nom des utilisateurs identifiés énumérés ci-après.	Destination: See herein –Voir aux présentes	
Instructions: See Herein – Voir aux présentes	Delivery required – Livraison exi See herein –Voir aux présentes	gée:
THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT	Vendor/Firm Name and Address Raison sociale et adresse du fou	
LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ		
	Vendor Contact – Personne ress	ource du fournisseur:
	Telephone No No. de téléphone:	
	Email - Courriel :	
	Name and title of person authoriz supplier (type or print):	zed to sign on behalf of
	Nom et titre de la personne autor fournisseur (taper ou écrire en ca	
	Signature	Date

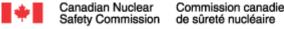


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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

7A, includes the Standing Offer containing the Offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

1.2 Summary

The Canadian Nuclear Safety Commission (CNSC) has a requirement for Professional Services to:

1) provide both group and individual French Second Language Training and French language assessment services to its employees. The training may be either full-time, part-time, distance (virtual) learning or in classroom, furnished at the Offeror's premises or on CNSC premises.

The objective of the second language training is to help employees attain/maintain the following levels in their second language:

- a) Levels B and/or C in Reading Comprehension;
- b) Levels B and/or C in Written Expression; and
- c) Levels B and/or C in Oral Proficiency.



Each Departmental Individual Standing Offer (DISO) awarded by CNSC will be for a period of three (3) years from the Standing Offer date of award, with the irrevocable option to extend the period of the Standing Offer by up to four (4) additional one-year (1) periods, under the same terms and conditions. Should the CNSC choose to exercise an option period, when the Standing Offer Authority contacts the Offeror to notify them of this intent, the Offeror must provide the rate(s) for the specific option period.

From time to time a Notice may be posted on the Government Electronic Tendering Service (GETS) to allow new Offerors to become qualified and to provide the opportunity to refresh solicitation for all streams.

1.2.1 Terminology

1.2.1.1 Virtual:

Distance learning is a way of learning remotely without being in regular face-to-face contact with a teacher but rather training facilitated by an instructor that is delivered in a virtual or simulated environment, or when instructor and learner are in separate locations. The training can be conducted synchronously or asynchronously.

Type of educational instruction that is delivered via the internet to learners using their computers.

1.2.1.2 Classroom Training - On the Offeror's Site or On CNSC Site:

Training facilitated by an instructor present in a classroom setting. Instructor-led training allows for learners and instructors to interact in-person and discuss the training material, either individually or in a group setting.

1.2.1.3 Full-time Training:

Training of 25 hours or more per week that takes place Monday to Friday excluding federal government statutory holidays.

The structure of the training can vary depending on the Offeror's typical structure for full-time training, the learner's preference and optimal balance between teacher centered training and/or teacher centered and learner-directed training.

1.2.1.4 Part-time Training:

Training of less than 25 hours per week that takes place Monday to Friday excluding federal government statutory holidays.

1.2.1.5 Individual Training:

Training delivered to an individual on a one-to-one basis with the instructor.



1.2.1.6 Group Training:

Training delivered in groups for learners whose training needs, objectives and knowledge of the second language are at a similar level. Groups will consist of up to six (6) learners for full-time and part-time for B and C levels.

1.2.1.7 Workshops:

Open drop-in sessions provided to groups on particular topics.

1.2.1.8 Assessments:

To determine the number of hours of training required to achieve a learning objective and to determine learner's current language profile as defined by the Treasury Board Secretariat (TBS) and to identify the training needs of the individual learner in order for them to achieve their objectives. The assessments that may be needed are Reading comprehension, Written Expression, Oral Proficiency or any combination thereof. Assessments will take place Monday to Friday excluding federal government statutory holidays.

1.2.2 Streams of Work

Offerors may submit an Offer for <u>one OR more</u> streams of Work but may not submit more than one Offer per stream. For example, an Offeror can submit an Offer for streams 1, 2, 3 and 4 but cannot submit 2 Offers for stream 1.

Stream Description	Up to the following number of Standing Offers may be awarded
1: Individual Part-time Virtual Training	Unlimited
2: Individual Part-time Training on Offeror Site or CNSC Site	Unlimited
3: Individual Full-time Virtual Training	Unlimited
4: Individual Full-time Training on Offeror Site or CNSC Site	Unlimited
5: Group Part-time Virtual Training	Unlimited
6. Group Part-time Training on offeror Site or CNSC Site	Unlimited
7: Group Full-time Virtual Training	Unlimited
8. Group Full-time Training on Offeror Site or CNSC Site	Unlimited
9: Group Workshops (maximum of 1 hour sessions)	Unlimited
10: Assessments of Reading Comprehension, Written Expression, Oral Proficiency – Virtual or Onsite	Unlimited



1.3 Security Requirements

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

1.4 Debriefings

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

A de-brief is intended to:

- 1. Provide the Offeror with feedback on their offer and the solicitation process;
- 2. Review the evaluation of the Offeror's offer and explain where they met or failed to meet the criteria;
- 3. Identify strengths and weaknesses in the Offeror's offer to assist them with preparing future offers.

A de-brief is not an opportunity for the Offeror to debate the evaluation or request a reevaluation of the offer.

1.5 Office of the Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2006 (2022-12-01)</u> Standard Instructions - Request for Standing Offers - Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the RFSO with the following modification

Subsection 5.4 of <u>2006</u> amended by deleting "sixty (60) days" and inserting "180 days". If there is a conflict between the provisions of 2006 and this document, this document prevails.

With the exception of sections 1 and 3 of the <u>2006</u> (2022-12-01) Standard Instructions -Request for Standing Offers - Goods or Services – Competitive Requirements, all references to the Minister of Public Works and Government Services should be deleted and replaced with the President of the Canadian Nuclear Safety Commission (CNSC). Also all reference to the Department of Public Works and Government Services should be deleted and replaced with the Canadian Nuclear Safety Commission.

2.2 Submission of Offers

a. Offers must be sent to, and received by, the Standing Offer Authority by the closing date and time of the solicitation at the email: <u>solicitation-demandedesoumission@cnsc-</u><u>ccsn.gc.ca</u>

The following information should appear in the subject line of the e-mail:

- i CNSC solicitation number; and
- ii Stream number(s).
- b. Canada will not be responsible for late Offers received at destination after the closing date and time, even if it was submitted before.
- c. CNSC is limited to individual emails of a maximum size of 15 MBs.
- d. Due to the nature of the solicitation, Offers transmitted by facsimile to CNSC will not be accepted.



2.3 **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 <u>Public Service Superannuation Act</u> (PSSA) pension, the Offeror has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

See Part 5 – Certifications for Former Public Servant Certification Form.

2.4 Enquiries - Request for Standing Offers

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

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

2.5 Applicable Laws

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

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



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

3.1.1 Copies of Offer: Canada requests that Offerors provide their Offer in separately bound sections as follows :

Section I: Technical Offer (1 soft copy via email) Section II: Financial Offer (1 soft copy via email) Section III: Certifications not included in the Technical Offer (1 soft copy via email)

Prices must appear in the Financial Offer only. No prices are to be indicated in any other section of the Offer.

NB: Please note that in response to this RFSO individual emails cannot exceed 15 MBs in size.

- **3.1.2 Format for Offer:** Canada requests that Offerors follow the format instructions described below in the preparation of their Offer :
 - a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - b) use a numbering system that corresponds to the solicitation;
 - c) include a title page at the front of each volume of the Offer that includes the title, date, solicitation number, Offeror's name and address and contact information of its representative; and
 - d) Include a table of contents.
 - e) Soft copies will be accepted in any of the following electronic formats:
 - Portable Document Format .pdf
 - Microsoft Word (.doc)

3.1.3 Submission of Only One Offer for Each Stream:

- a) An Offeror, including related entities, must submit only one Offer for each Stream in response to this solicitation. If an Offeror or any related entities participate in more than one Offer for each Stream (participating means being part of the Offeror, not being a subcontractor), Canada will provide those Offerors with two (2) working days to identify the single Offer to be considered by Canada. Failure to meet this deadline will result in all the affected Offers being disqualified.
- b) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "related" to an Offeror if:
 - i. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - ii. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;



- iii. the entities have now or in the two years before solicitation closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- iv. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- c) Individual members of a joint venture cannot participate in another Offer, either by submitting an Offer alone or by participating in another joint venture.

3.1.4 Joint Venture Experience:

a) Where the Offeror is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: An Offeror is a joint venture consisting of members L and O. A solicitation requires that the Offeror demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the Offeror has previously done the Work. This Offeror can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is offering.

b) A joint venture Offeror may rely on the experience of one of its members to meet any given technical criterion of this solicitation.

Example: An Offeror is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the Offeror have 3 years of experience providing maintenance service, and (b) that the Offeror have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the Offeror cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Offeror is requested to indicate which joint venture member satisfies the requirement. If the Offeror has not identified which joint venture member satisfies the requirement, the Standing Offer Authority will provide an opportunity to the Offeror to submit this information during the evaluation period. If the Offeror does not submitted this information within the period set by the Standing Offer Authority, its Offer will be declared non-responsive.

Example: An Offeror is a joint venture consisting of members A and B. If a solicitation requires that the Offeror demonstrate experience providing resources a



minimum number of 100 billable days, the Offeror may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture,

or

• Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

d) Any Offeror with questions regarding the way in which a joint venture Offer will be evaluated should raise such questions through the Enquiries process as early as possible during the solicitation period.

3.1.5 Section I: Technical Offer

In their Technical Offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

3.1.6 Section II: Financial Offer

Offerors should submit their Financial Offer **in Canadian Dollars**, in accordance with the Pricing Schedule provided in Attachment 1 to Part 3 of this RFSO. The total amount of Applicable Taxes should be shown separately, if applicable.

3.1.7 Section III: Certifications

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



ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

A. Financial Offer

The Offeror should complete this pricing schedule and include it in its Financial Offer. When offering for a stream, at a minimum, the Offeror should respond to this pricing schedule by inserting in its Financial Offer its quoted firm all-inclusive hourly rate(s) (in Cdn \$) for each of the periods specified below and for all the items described within that stream.

B. Travel and Living Expenses

The rates specified below, when quoted by the Offeror, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its Offer:

- all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <u>http://laws-</u> lois.justice.gc.ca/eng/acts/N-4/;
- b) any travel expenses for travel between the Contractor's place of business and the NCR;
- c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the solicitation; and

C. All Costs to be included

The Financial Offer must include all costs for the requirement described in the solicitation for the entire Standing Offer, including any option periods if applicable. Firm all-inclusive rates and totals shall include all expenses and costs incurred in the preparation and performance of the Work and deliverables including but not limited to pedagogical language advisory services, work of the teachers, course materials for all teachers and students, printing and copies of material, facilities, all communications costs such as long distance charges associated with training students via distance training, teleconferencing, all travel and living costs associated with providing training services to students and all other costs associated with the Offeror's delivery of the Work.

D. Blank Prices

Offerors are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Offeror leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Offeror confirm that the price is, in fact, \$0.00.

E. Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All Offers including such provision will render the Offer non-responsive.



F. Electronic Payment of Invoices - Offer

Canada requests that Offerors:

- 1. select option 1 or, as applicable, option 2 below; and
- 2. include the selected option in Section II of their offer.

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

Option 1:

The Offeror accepts to be paid by the following Electronic Payment Instrument(s): () Direct Deposit (Domestic and International)

Option 2:

() The Offeror does not accept to be paid by Electronic Payment Instruments.

Note to Offerors: Should the CNSC choose to exercise an option period, when the Standing Offer Authority contacts the Offeror to notify them of this intent, the Offeror must provide the rate(s) for the specific option period.

G. Pricing Schedule

Streams 1, 2, 3, 4 – Individual Training (part-time, full-time, virtual, on CNSC site or Offeror's site) The Offeror should also identify if performing an assessment of the learner's language proficiency is included in the proposed rate.			
Description Initial Period (3 years)			
Firm all-inclusive hourly rate	Firm all-inclusive hourly rate \$		
Additional Information: Assessment of current language profile included at no charge: Yes or No:			
Cancellation policy and fees, if applicable:			



Streams 5,6,7,8 – Group Training (part-time, full-time, virtual, on CNSC site or Offeror's site) The Offeror should also identify if the rate is per person or per group and if there is a maximum number of people who can participate in the group training.			
Description	Description Initial Period (3 years)		
Firm all-inclusive hourly rate			
Additional Information:Is the rate per person or per group:Maximum number of participants if fewer than 6 :Cancellation policy and fees, if applicable:			

Streams 9 – Workshops (Unlimited number of participants)		
Description Initial Period (3 years)		
Firm all-inclusive hourly \$ rate		
Additional Information: Cancellation policy and fees, if applicable:		

Streams 10– Assessments of Reading comprehension, Written Expression, Oral Proficiency– Virtual or Onsite		
Description	Initial Period (3 years)	
Firm all-inclusive rate for Reading Comprehension Assessment	\$	
Firm all-inclusive rate for Written Expression Assessment	\$	
Firm all-inclusive rate for Oral Proficiency Assessment	\$	
Firm all-inclusive rate for all three assessments	\$	
Additional Information	Cancellation policy and fees, if applicable:	



ATTACHMENT 2 TO PART 3 - Solicitation checklist for Offerors

This checklist is only to assist the Offerors to ensure they provided the required information.

RFSO	Requirements	Check
page		marks
number		
Section I	Technical Offer	
p.10	Technical Offer does not contain prices.	
p.19	The Offeror has provided all the necessary information for the stream(s) to which they are providing an offer, as per Attachment 1 to part 4 – Technical evaluation criteria.	
p.19	If submitting an offer for streams 1 to 10, the Offeror has submitted a company profile outlining the information required in the mandatory criterion M1.	
p.20	If submitting an offer for streams 1 to 9, the Offeror has demonstrated the proposed resource's diploma or degree as per the mandatory criterion M2.	
p.20	If submitting an offer for streams 1 to 9, the Offeror has demonstrated the proposed resource minimum years of experience as per the mandatory criterion M3.	
p.21	If submitting an offer for stream 10, the Offeror has demonstrated the proposed resource's diploma or degree as per the mandatory criterion M4.	
P.22	If submitting an offer for Stream 10, the Offeror has demonstrated the proposed resource minimum years of experience as per the mandatory criterion M5.	
	I Financial Offer	
p.12	The Offeror has provided all the necessary information for the stream(s) to which they are providing an offer, as per Attachment 1 to Part 3- Pricing Schedule.	
Section I	II Certifications	
p.10	Certification do not contain prices.	
p.12	Certifications are completed, signed, and submitted as per Part 5.	
Offer		
p.10	Offer does not exceed the maximum size of 15 MBs.	
p.12	Offer has an individual technical offer, individual financial offer and individual certification sections, as per section 3.1 Offer Preparation Instruction of Part 3 – Offer Preparation Instructions.	
p.10	Only 1 offer per stream per Offeror	
P.8	Offeror sent the Offer(s) to Standing Offer Authority by email* with the Solicitation number and Stream number, before closing time & date of RFSO.	
	* Notes:	
	solicitation-demandedesoumission@cnsc-ccsn.gc.ca	
	Offeror has completed and signed the solicitation cover page and is submitted as part of the offer.	



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a) Offers will be assessed in accordance with the entire requirement of the RFSO including the technical evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Offeror has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b) An evaluation team composed of representatives of Canada will evaluate the Offers. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c) In addition to any other time periods established in the solicitation:
 - i. **Requests for Clarifications**: If Canada seeks clarification or verification from the Offeror about its Offer, the Offeror will have 2 working days (or a longer period if specified in writing by the Standing Offer Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the Offer being declared non-responsive.
 - Requests for Further Information: If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2006, Request for Standing Offers - Goods or Services -Competitive Requirements:
 - verify any or all information provided by the Offeror in its Offer; or
 - contact any or all references supplied by the Offeror (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Offeror.

The Offeror must provide the information requested by Canada within 2 working days (or a longer period if specified in writing by the Standing Offer Authority) of a request by the Standing Offer Authority. Failure to meet this deadline will result in the Offer being declared non-responsive.

iii. **Extension of Time**: If additional time is required by the Offeror, the Standing Offer Authority may grant an extension in his or her sole discretion.

d) Experience Validation Exercise:

i. In accordance with the Standard Instructions <u>2006</u> (2022-12-01) referenced under Part 2 – Offeror Instructions as well as the certifications under Part 5, Canada reserves the right to verify and validate all information presented in the Offer.



- Canada may contact client references, as outlined in Part 4, section 4.1 c), and/or conduct interviews with the Offeror's proposed resource(s) to validate their experience. This validation may include all criteria, or specific mandatory criteria. The validation of experience may include any or all of the following:
 - confirming dates worked
 - confirming the Work performed;
 - asking questions related to the resource's work experience such as but not limited to steps taken to perform the task or overcoming challenges in the performance of the Work.
- iii. Should the information provided by the proposed resource or the client reference result in Canada being unable to validate the information presented in the Offer for any of the mandatory criteria, the criterion will be deemed as not met, the Offer will be deemed non-responsive and given no further consideration.

4.1.1 Mandatory Technical Criteria evaluation

Each Offer will be reviewed to determine whether it meets the mandatory requirements of the RFSO. Any element of the RFSO that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Offers that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The mandatory evaluation criteria are described in Attachment 1 to Part 4, Technical Evaluation Criteria.

4.2 Basis of Selection - All Compliant Offers

An Offer must comply with the requirements of the solicitation and meet all mandatory technical evaluation criteria to be declared responsive. All responsive Offers will be recommended for issuance of a standing offer.



ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA

1.0 Instructions

If the Offeror is submitting an Offer for more than one (1) stream, for example Stream 1 and Stream 3, the same resource may be proposed for each stream but will be evaluated independently under each stream to ensure they meet the requirements of each stream.

1.1 References

The Offeror should submit the name and contact information (email and/or telephone number) of at least 2 client references for whom the Offeror as well as the resource have provided French as a Second Language training. The CNSC reserves the right, at anytime, to request references.

2.0 Mandatory Technical Criteria

The Offer must meet the mandatory technical criteria specified below. The Offeror must provide the necessary information and documentation to clearly demonstrate compliance with these requirements. Simply repeating the statement contained in the solicitation without supporting detail is not sufficient and does not demonstrate compliance.

Any Offer which fails to meet the mandatory technical criteria will be declared nonresponsive and will receive no further consideration. Each mandatory technical criterion should be addressed separately.

	Mandatory Technical Criteria – Offeror				
#	Mandatory Technical Criteria	Offer Preparation Instructions	Cross- Reference to Offer (where in the offer the information can be found)		
M1	 The Offeror must submit a company profile outlining: i. who they are; ii. how long they have been in business; iii. areas of expertise, iv. most successful second language training strategy for adults. 				

ALL STREAMS - MANDATORY CRITERIA FOR OFFEROR



STREAMS 1 - 9

	Mandatory Technical Criteria – Teacher				
#	Mandatory Technical Criteria	Offer Preparation Instructions	Cross- Reference to Offer (where in the offer the information can be found)		
M2	The Offeror must demonstrate the proposed resource has a post secondary education diploma or degree.	 To demonstrate this criterion, the Offeror must at a minimum, provide: the name of the post secondary institution where the diploma or degree was earned. A copy of the diploma or degree should be provided. If it's not included with the Offer, it must be provided to the Standing Offer Authority upon request in the timeline in which it's requested. 			
МЗ	 The Offeror must demonstrate that the proposed resource has at a minimum, 2 years of experience, at the time of RFSO closing, delivering French as a second language to adults from departments and agencies* within the Canadian federal government. For the experience to qualify, the experience must have included, at a minimum, all of the following: a) French adult education program was applied. 	To demonstrate this criterion, the Offeror should complete Table 1 below. At a minimum, the information required in the table 1, must be provided.			



b) Train	ing included :	
i. ii. iii.	A combination of Reading Comprehension and Written Expression; OR Oral Proficiency; OR All three	
	ed under schedules I to VI aancial Administration Act.	

TABLE 1					
Project #	Start Date in mm-yy to mm- yy	End Date in mm-yy to mm- yy	Canadian Federal Government Client Organization	Type of training (Reading Comprehension and Written Expression or Oral Proficiency or all)	Time accumulated in months or years

STREAM 10

Mandatory Technical Criteria – Assessor					
#	Mandatory Technical Criteria	Offer Preparation Instructions	Cross- Reference to Offer (where in the offer the information can be found)		
M4	The Offeror must demonstrate that the proposed resource has a post secondary diploma or degree.	 To demonstrate this criterion, the Offeror must at a minimum, provide: the name of the post secondary institution where the diploma or degree was earned. A copy of the diploma or degree should be provided. 			



		If it's not included with the Offer, it must be provided to the Standing Offer Authority upon request in the timeline in which it's requested.	
М5	 The Offeror must demonstrate that the proposed resource has at a minimum, 2 years of experience, at the time of RFSO closing, delivering French as a second language to adults from departments and agencies* within the Canadian federal government. For the experience to qualify, the experience must have included, at a minimum, all of the following: a) French adult education program was applied. b) Training included : i. A combination of Reading Comprehension and Written Expression; OR ii. Oral Proficiency; OR iii. All three 	To demonstrate this criterion, the Offeror should complete Table 2 below. At a minimum, the information required in the table 2, must be provided.	



TABLE 2						
Project #	Start Date in mm- yy to mm- yy	End Date in mm- yy to mm- yy	Client Organization	Level of training (Beginner, Intermediate, Advanced)	Type of training (Reading, Comprehension, Oral)	Number of teaching hours accumulated



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a Standing Offer.

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

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

5.2.1 Security Requirements – Required Documentation

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

Bidders are reminded to obtain the required security clearance and as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at solicitation closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that



information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the <u>AFR form</u>), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its offer will be declared non-compliant.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

5.2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial</u> <u>Administration Act</u> 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 <u>Public Service</u> <u>Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal</u> <u>Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal</u> <u>Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of</u> <u>Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;



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

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

5.2.3 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its Offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual proposed by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

5.2.3.1 Minimum Resource Requirements

The Offeror certifies that each resource that performs the training will meet the following minimum requirements in their respective Streams.

	Mandatory Technical Criteria – Teacher
M2	The Offeror must demonstrate the proposed resource has a post secondary education diploma or degree.
МЗ	 The Offeror must demonstrate that the proposed resource has at a minimum, 2 years of experience delivering French as a second language to adults from departments and agencies* within the Canadian federal government. For the experience to qualify, the experience must have included, at a minimum, all of the following: c) French adult education program was applied. d) Training included : i. A combination of Reading Comprehension and Written Expression; OR ii. Oral Proficiency; OR iii. All three *as defined under schedules I to VI of the <u>Financial Administration Act.</u>



	Mandatory Technical Criteria - Assessor
M4	The Offeror must demonstrate that the proposed resource has a post secondary diploma or degree.
М5	 The Offeror must demonstrate that the proposed resource has at a minimum, 2 years of experience delivering French as a second language to adults from departments and agencies* within the Canadian federal government. For the experience to qualify, the experience must have included, at a minimum, all of the following: c) French adult education program was applied. d) Training included : i. A combination of Reading Comprehension and Written Expression; OR ii. Oral Proficiency; OR iii. All three *as defined under schedules I to VI of the <u>Financial Administration Act</u>

5.2.3.2 Discretionary Audit

The Standing Offer Authority reserves the right, at any time during the period of the Standing Offer, to request proof of education and experience for any of the resources performing work. This audit is in accordance with the compliance clauses under Part 7, Standing Offer and Resulting Contract Clauses.

5.2.4 Status and Availability of Resources

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose their services in relation to the Work to be performed and to submit their résumé to Canada. The Offeror must, upon receiving a request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of their availability. Failure to comply with the request may result in the Offer declared non-responsive.

5.2.5 Self-identification for providing accommodation and accessibility to learners

While not a part of the evaluation process, we request that Offerors provide information on their capability to accommodate learners with physical, mental, emotional disorders and /or disabilities. This will assist the CNSC in determining which Offeror is able to and best suited to accommodate a learner's needs.



Description of Accommodation	Description of Accommodation (Equipment, Resources, Staff, Building / Facility Amenities, etc.)
Attention Disorders	
Chronic / Medical Disabilities	
Hearing Impairments	
Learning Disabilities	
Mobility / Physical Disabilities	
Neurological Disorders	
Psychiatric / Psychological / Emotional Disabilities	
Speech and Language Disabilities	
 Visual Conditions Examples include: print large print (extra large words) Braille (written language where people read by feeling raised dots with their fingertips) audio (recording of someone reading the text out loud) electronic (text that an electronic device designed for persons with disabilities can read) 	
Stress / Anxiety Sensitivities	
Accessibility	

5.2.6 Work Environment

The Offeror must ensure that it has in place a working/teaching environment free of harassment and violence.



5.2.7 Virtual Platform

For Streams 1 through 9, the Offeror certifies that the training will occur via MS Teams, whether using CNSC's MS Teams or the Offerors, or the offeror's established platform.

For Stream 10, the Offeror certifies that the oral assessments will occur via MS Teams, whether using CNSC's MS Teams or the Offerors, or the offeror's established platform.

5.3 Certifications

By submitting an Offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

Signature of Offeror's Authorized Representative

Date



PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

- a) The following conditions must be met, <u>Prior to Call-up award:</u>
 - i. the Offeror must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
 - ii. the Offeror'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;
 - iii. the Offeror 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, Offerors 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.
- c) In the case of a joint venture Offeror, each member of the joint venture must meet the security requirements.
- d) CNSC reserves the right through PSPC, at any time; to request that an Offeror provide properly completed and signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all contractors/resources within a specified time period. Failure to provide such Consent Forms within the time period provided will result in the Offer being declared non-responsive.
- e) In addition to the verification of security clearances, CNSC reserves the right through PSPC to require the contractor and/or its employees and/or subcontractor(s) performing the contract work to obtain fingerprints for criminal record checks. The Offeror and/or its employees and/or subcontractor(s) hereby agree to release any information required by Canada and to obtain their fingerprints by presenting themselves at any of the Commissionaires offices across Canada (https://www.commissionaires.ca/en/national/home). Failure to provide the above information will constitute grounds for Canada not to award the contract to the Offeror.
- f) The CNSC reserves the right to reject any Offer following its review of the results of the security clearance verification process.

6.2 Insurance Requirements

The Offeror is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Offeror is at its own expense and for its own benefit and protection. It does not release the Offeror from or reduce its liability under the Offer.



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

The Security Requirement Check List (SRCL), as set out under Annex C and related clauses set out below apply to the Standing Offer.

- 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 Security Requirement Check List attached to this Contract as Annex C.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

<u>2005</u> (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.



7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of the Standing Offer to three (3) years from the date of the Standing Offer (*dates will be inserted upon award of the Standing Offer*).

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its Offer for an additional four (4) one (1) year options under the same conditions specified in the Standing Offer.

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

Offerors will be able to provide updated rates prior to the Standing Offer Authority exercising the option periods.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

To be inserted at Standing Offer award.

Name:

Title: Canadian Nuclear Safety Commission, Corporate Services Branch E-mail:

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon issuing a call-up the Contracting Authority is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by the CNSC.

7.5.2 Project Authority

The Project Authority for the Standing Offer is:

To be inserted at Standing Offer award.

Name: Title: Organization: Canadian Nuclear Safety Commission E-mail address:



The Project Authority is the representative of the CNSC and is responsible for all the technical content of the Work under the resulting Standing Offer and/or Call-up.

7.5.3 Offeror's Representative

The Offeror has identified the following person(s) as being responsible for administrative matters relating to this Standing Offers and any call-ups. The Offeror confirms that these individuals have the authority to represent them. The Offeror is responsible for ensuring the accuracy of the Offeror's Representative's contact information and for informing the Standing Offer Authority of any changes.

To be inserted at Standing Offer award.

The Offeror's Representative for the Standing Offer is: Name: Organization: Address: Telephone: E-mail address:

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Offeror has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer include the procurement and contracting officers under the Contract Management Services unit.

7.8 Call-up Procedures

7.8.1 Identification of Offeror

For the purposes of this Standing Offer, only the Standing Offer Authority or its representative is authorized to designate the Offeror that will provide the services based on the following factors and call-up procedures.

7.8.2 Considerations for Designation of Services

An Offeror will be chosen and Work will be allocated based on the considertaions below which are listed in no particular order. Any one or combination of these considerations may factor into the allocation of Work to Offerors.

i. Geographic location



- ii. Offeror performance
- iii. Success rates
- iv. Learner accommodation needs
- v. Learner preference
- vi. Best fit with learner
- vii. Availability of the Offeror
- viii. Price
- ix. High turnover of teachers or no shows for classes

7.8.3 Allocation of Work

Allocation of Work to the Offeror shall be made in accordance with procedures outlined below.

Call-ups for Work against this Standing Offer will be processed as follows:

Streams 1 to 9:

- a) If the need arises, the CNSC will contact the chosen Offeror via e-mail and provide a brief description of the Work to be performed. Information may include:
 - i. the details of the services to be performed including where available the current learner proficiency and targeted objective;
 - ii. a schedule indicating anticipated timlines for delivery of the Work;
- b) The Offeror must confirm whether or not they are available to perform the work or when they would be available, within the timeline specified in the email request.
- c) If CNSC accepts, a call-up will be prepared and once approved sent to the Offeror.

Note: Should an acceptable Offeror not be able to provide the Work requested, Canada reserves the right to procure the specified Work by other arrangements.

Stream 10:

- a) If the need arises, the CNSC will contact the chosen Offeror via e-mail and provide a brief description of the Work to be performed. Information may include: the details of the services to be performed including targeted objective.
- b) The Offeror must confirm whether or not they are available to perform the work or when they would be available, within the timeline specified in the email request.
- c) If CNSC accepts, a call-up will be prepared and once approved sent to the Offeror. Upon completion of the assessment, the Offeror will submit to the CNSC, a report as outlined in the Statement of Work.



Notes for all streams:

- i. An Offeror will not be penalized for declining the Work requested in a given email from the CNSC.
- ii. Additional information on each work stream can be found in Annex A, Statement of Work.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the CNSC using the duly completed form identified in paragraph 2 below.

- 1. Call-ups must be made by CNSC authorized representatives under the Standing Offer and must be for services in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
- 2. A Call-Up Against a Standing Offer (942) form will be used to acquire the services. The form will be sent to the Offeror from the CNSC's contracting and procurement representative.

7.10 **Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions <u>2005</u> (2022-12-01), General Conditions Standing Offers Goods or Services
- d) the general conditions <u>2035</u> (2022-12-01), General Conditions Higher Complexity -Services
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) the Offeror's Offer dated _____ (to be inserted at Offer award), as clarified on _____ or as amended on _____ (to be inserted at Offer award, if applicable)

7.11 Certifications and Additional Information

7.11.1 Compliance

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



7.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario (may be revised depending on the province in which the Offeror is located).

7.13 Cancellation and Postponement of Training by CNSC

7.13.1 Under clause 7.13.2 of this document, and without limiting the generality of the other terms and conditions of the Standing Offer, CNSC may at any time before the start date of the training identified in a Call-up or after the commencement of training, cancel or postpone, in whole or in part, the identified training by notifying the Offeror in writing. The cancellation or postponement may apply to one or more group sessions and/or one or more individuals.

7.13.2 Section 30, Termination for Convenience, of General Conditions 2035, will be deemed not to apply when notice has been given pursuant to this clause.

7.13.3 If applicable, CNSC shall pay the Offeror a cancellation fee in accordance with the Offeror's cancellation policy and as outlined in Annex B – Basis of Payment. If no cancellation fees are outlined in Annex B – Basis of Payment, no cancellation fees will apply to the CNSC.



B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

<u>2035</u> (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

The text under Section 34 – Conflict of Interest and Values and Ethics Codes for the Public Service, of General Conditions 2035 referenced above is replaced by:

- i. The contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act (S.C. 2006, c. 9, s. 2) the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Sector, the Treasury Board Policy on Conflict of Interest and Post- Employment, the CNSC Values and Ethics Code, the CNSC Conflict of Interest and Post-Employment Policy, the CNSC Directive on Reporting and Managing Financial Conflicts of Interest and/or all other codes of conduct applicable within specific federal organizations cannot derive any direct benefit resulting from the contract.
- ii. Contractors, subcontractors, or any of their respective employees working full-time on CNSC premises must comply with the Values and Ethics Code for the Public Sector, the Treasury Board Policy on Conflict of Interest and Post- Employment, the CNSC Values and Ethics Code, the CNSC Conflict of Interest and Post-Employment Policy and the CNSC Directive on Reporting and Managing Financial Conflicts of Interest.
- iii. Post-employment procedures apply to individuals who have left the public sector.
- iv. The CNSC Values and Ethics Code, CNSC Conflict of Interest and Post-Employment Policy and the CNSC Directive on Reporting and Managing Financial Conflicts of Interest can be found at http://www.nuclearsafety.gc.ca/eng/about-us/values-and-ethics/index.cfm

7.2.2 Supplemental General Conditions

4008 (2008-12-12), Personal Information, apply to and form part of the Contract

7.3 Security Requirements

The Security Requirement Check List (SRCL), as set out under Annex C and related clauses set out below apply to the Offer.



- 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 Security Requirement Check List attached to this Contract as Annex C.

Notes:

- i. The CNSC reserves the right through PSPC, at any time; to request that a Contractor provide properly completed and signed consent forms (Consent to a Criminal Record Verification form PWGSC-TPSGC 229) for any or all individuals aforementioned list within a specified time period.
- ii. The PSPC, on behalf of the CNSC, may performs a criminal record name check (CRNC) on all resources who require access to the CNSC facilities for the performance of their work. The Contractor hereby agrees to release any information required by the CNSC in order for it to complete a verification of the resource's CRNC. Failure to provide such information may constitute grounds for Canada to terminate the contract.
- iii. The CNSC reserves the right to reject any resource following its review of the results of the CRNC verification.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is for the period identified in the individual call-up against the Standing Offer and any subsequent amendments.



7.4.2 Delivery Date

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

7.5 **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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7.6 Payment

7.6.1 Basis of Payment

7.6.1.1 Basis of Payment for language training services

The Contractor will be paid firm hourly rates, in accordance with Annex B, Basis of Payment, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra

7.6.1.2 Basis of Payment for assessment services

For the assessment services under stream 10, and in consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price per assessment in accordance with Annex B, Basis of Payment. Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.6.2 Method of Payment

7.6.2.1 Language Training Services - 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.



7.6.2.2 Assessments– Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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.

7.6.3 Limitation of Expenditure – Streams 1 to 9

- 1. Canada's total liability to the Contractor under the Contract must not exceed the amount identified in the call-up. 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.

7.6.4 Payment by Direct Deposit

- Payments by direct deposit will be subject to Article 16 Payment Period and Article 17 - Interest on Overdue Accounts, set out in <u>2035</u> General Conditions – Higher Complexity, Services (2022-12-01) forming part of this Contract.
- 2. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority a Direct Deposit Enrolment Form, which is available on demand.
- 3. It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Direct Deposit Enrolment Form is up to date.



Should the Contractor's information within the Direct Deposit Enrolment Form not be accurate or up to date, the provisions identified herein under (Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in <u>2035</u> General Conditions – Higher Complexity, Services (2022-12-01) forming part of this Contract will not apply, until the Contractor corrects the matter.

NOTE: Payment by credit card must not be accepted unless otherwise notified in writing by the Standing Offer Authority that payment by credit card is an acceptable method of payment.

7.6.5 T1204 - Direct Request by Customer Department

- 1. Pursuant to paragraph 221 (1)(d) of the <u>Income Tax Act</u>, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

7.7 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

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must email invoices to <u>finance@cnsc-ccsn.gc.ca</u>
- e. The Contractor must include the contract number and appropriate Applicable Taxes registration number on all invoices pertaining to the contract.
- f. The last and final invoice should be clearly marked "final invoice".



7.9 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.10 Compliance with Certifications

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

7.11 Applicable Laws

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

7.12 **Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4008 (2008-12-12) Personal Information;
- the general conditions <u>2035</u> (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 Offeror's proposal.

7.13 Foreign Nationals (Canadian Contractor)

SACC Manual clause <u>A2000C</u> (2006-06-16) Foreign Nationals (Canadian Contractor)

7.14 Cancellation and Postponement of Training by CNSC

7.14.1 Under clause 7.13.2 of this document, and without limiting the generality of the other terms and conditions of the Standing Offer, CNSC may at any time before the start date of the training identified in a Call-up or after the commencement of training, cancel or postpone, in whole or in part, the identified training by notifying the Offeror in writing. The cancellation or postponement may apply to one or more group sessions and/or one or more individuals.



7.14.2 Section 30, Termination for Convenience, of General Conditions 2035, will be deemed not to apply when notice has been given pursuant to this clause.

7.14.3 If applicable, CNSC shall pay the Offeror a cancellation fee in accordance with the Offeror's cancellation policy and as outlined in Annex B – Basis of Payment. If no cancellation fees are outlined in Annex B – Basis of Payment, no cancellation fees will apply to the CNSC.

7.14.4 Should an employee cancel or not show for a class, if applicable, CNSC shall pay the Offeror a cancellation fee in accordance with the Offeror's cancellation policy and as outlined in Annex B – Basis of Payment. If no cancellation fees are outlined in Annex B – Basis of Payment, no cancellation fees will apply to the CNSC.

7.15 Cancellation and Postponement of the Training by the Supplier

Should the teacher cancel or not show for a class, the CNSC will not pay for the session. Repeated occurrences of teacher cancellation or no shows may result in the contract being terminated by the CNSC with no cancellation fees applicable.

7.16 Performance Management

7.16.1 Performance Monitoring and Measuring

The CNSC, through the HR Representative, CNSC Contracting Representative and feedback from learners, may monitor the performance of the Offeror and their resources to ensure that the CNSC is receiving best value for the service.

The CNSC may use a variety of methods to observe performance including but not limited to:

- a) Response times to requests
- b) Course evaluation and feedback from learners
- c) Observations from monitoring a training session or part of a training session
- d) Progress reports from learning plans and milestone assessments
- e) Test results

The CNSC may be measuring, but not limited to, the following:

- a) Initial response times
- b) Accuracy of language proficiency assessments versus actual time needed to obtain levels
- c) Success rates of learners obtaining their levels within the timelines of the assessment and/or learning plan
- d) Variance in time of learners obtaining their levels within the timelines of the assessment and/or learning plan
- e) Offeror cancelling training in whole or in part
- f) Offeror resource turnover rates
- g) Offeror facilities
- h) Offeror's resource professionalism



7.16.2 Communicating Performance

Outside of ensuring best value for the CNSC, the intent of the performance monitoring is also to communicate the results to the Offeror and provide them with an opportunity to address issues, and make adjustments to improve performance. It will also provide the Offeror with an opportunity to communicate any concerns or challenges and provide feedback to the CNSC regarding learners effort and/or ability as well as any other information they wish to provide.



ANNEX A - STATEMENT OF WORK

Note: The Statement of Work under any DISO may be revised only to reflect the Work that would be performed under the specific stream or streams under which the DISOs are awarded. For example, a DISO awarded to an Offeror for stream 6 only would not include the Work for the other streams.

1. TITLE

French language assessments and French second language training services for the Canadian Nuclear Safety Commission (CNSC).

2. OBJECTIVE

The objective of this Work is to assess employee's language competencies and to provide them with group and individual in-class or on-site or distance French language training services for various levels of competency in reading comprehension, written expression and oral proficiency.

Training objectives:

- · assess the linguistic profile of the employee;
- help employees attain the linguistic profile of their positions;
- help employees develop their second language ability; and
- help employees maintain their second language ability.

The objective of second language training is to help employees attain and maintain the following levels, as defined by the Public Service Commission (PSC), in their second language:

- Levels B and/or C in reading comprehension;
- Levels B and/or C in written expression; and
- Levels B and/or C in oral proficiency.

3. BACKGROUND

In accordance with the Official Languages Act, every federal institution has the duty to ensure that any member of the public can communicate with and obtain available services from its head or central office in either official language, English or French. This is also true within Federal institutions in that officers and employees of all federal institutions have the right to use the official language of their choice.

The profile of specific positions are determined in accordance with the Treasury Board of Canada Secretariat's Qualification Standards in Relation to Official Languages (<u>https://www.canada.ca/en/treasury-board-secretariat/services/staffing/qualification-standards/relation-official-languages.html</u>)

The CNSC offers language training to its employees to enable them to attain the qualification standard of their position that will allow them to perform their tasks effectively in their second



language and to provide services in English and French. Proficiency levels are measured in accordance with the Public Service Commission (PSC) standards..

4. SCOPE OF WORK

The Offeror must provide language profile assessments and/or second language training and related services and as outlined in the individual streams. The training may be:

- Full-time or part-time
- In groups or individually
- In classrooms at the Offeror's premises; OR on CNSC premises; OR via distance (virtual) training.

5. DELIVERY METHOD

TBS and PSC Linguistic Qualification standards in relation to official languages. Expectations and Format of Supervised Testing

5.1 Linguistic Language Qualifications

Linguistic Language Qualifications are composed of three letters, each representing a different language skill:

- First letter: reading comprehension
- Second letter: written expression
- Third letter: oral interaction

Each letter also represents a different language proficiency level and second official language qualification:

- A: beginner
- B: intermediate
- C: advanced

<u>These three second official language qualification letters make up your linguistic profile. For example, a BBC profile indicates the following:</u>

- B: intermediate proficiency in reading comprehension
- B: intermediate proficiency in written expression
- C: advanced proficiency in oral interaction



5.2 Proficiency Expectations

Test of reading comprehension				
Level A	Level B	Level C		
Requires comprehension of texts on topics of limited scope Requires comprehension of most descriptive or factual material on work-related topics		Requires comprehension of texts dealing with a wide variety of work- related topics		
A person reading at this level can:	A person reading at this level can:	A person reading at this level can:		
 understand simple texts with elementary information grasp the main idea of texts on familiar topics 	 grasp the main idea of most work-related texts identify specific details distinguish between main and subsidiary ideas 	 understand most complex details, inferences and fine points of meaning demonstrate good comprehension of specialized or less familiar material 		
Score: 18 to 27	Score: 28 to 37	Score: 38 to 44		

Test of written expression					
Level A	Level B	Level C			
Ability to write very limited units of information	Ability to write short descriptive or factual texts	Ability to write explanations or descriptions in a variety of informal and formal work- related situations			
 A person writing at this level can: write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person 	 A person writing at this level can: write with sufficient mastery of grammar and vocabulary to deal with explicit information on work-related topics 	 A person writing at this level can: write texts in which the ideas are developed and presented in a coherent manner in which vocabulary, grammar and spelling are generally appropriate and require few corrections 			
Score: 20 to 30	Score: 31 to 42	Score: 43 to 51			



Test of oral proficiency				
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		
 A person speaking at this level can: 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 A person speaking this level can: give a simple description of a concrete topic explain main point comprehensibly compare and distant alternatives when complications are speak with some spontaneity, althoug pauses for gramma and lexical planning repair are evident in longer stretches 		 A person speaking at this level can: give clear, detailed descriptions of complex topics summarize a discussion express and sustain opinions respond to complex and hypothetical questions 		
 A person speaking at this level: 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 	 A person speaking at this level: 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 	 A person speaking at this level: 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 		



are no long stretches that are unclear	enough to be understood, despite an evident accent from another language • will, at times, be asked by the listener	has occasional mispronunciations but they rarely interfere with communication
	to repeat or clarify	

5. 3 Format of PSC Supervised Testing

Reading:

Made up of a variety of texts, for example:

- emails
- notes/memos
- letters
- information bulletins
- excerpts from reports
- research papers

Assesses ability to understand texts written in the individual's second official language.

- 60 multiple-choice questions (only 50 count towards your score)
- 10 are pilot questions
- two question types:
 - 1. Choose the best word or group of words to insert in the blank
 - 2. Answer a question about the text
- maximum of 90 minutes to complete the test

Written:

Made up of a variety of texts, for example:

- emails
- notes/memos
- letters
- information bulletins
- excerpts from reports
- research papers

Assesses knowledge of grammar, vocabulary and other aspects of written expression that are necessary to perform writing tasks dealing with work-related situations.

- 65 multiple-choice questions (only 55 count towards your score)
- 10 are pilot questions
- two question types:
 - 1. Fill in the blank
 - 2. Error identification
- maximum of 90 minutes to complete the test



<u>Oral:</u>

- includes language activities about work-related topics
- gets progressively more difficult
- administered by telephone or face-to-face
- lasts anywhere from 20 to 40 minutes
- divided into four parts

Part 1: Questions and answers about work or other familiar activities

- 1. You answer brief questions about your work or other familiar activities (e.g., studies or volunteer activities, if you are not currently employed) for which short, factual responses are expected.
- 2. Duration: Two to six minutes.

Part 2: Listening and speaking in response to short audio recordings

- 1. You listen to two short voice-mail messages (10 to 15 seconds each) and two short work-related conversations (30 to 35 seconds each) twice.
- 2. Afterwards, you are asked to identify the reason for the call, what needs to be done or what help is being offered.
- 3. Duration: Approximately seven minutes.

Part 3: Talk with follow-up questions

- 1. The assessor proposes three topics for the talk.
- 2. You choose one topic and have a minute and a half to prepare for your talk.
- 3. Your talk should last approximately two to three minutes.
- 4. After your talk, you will be asked to answer follow-up questions.
- 5. Duration: 10 to 12 minutes.

Part 4: Listening and speaking in response to a longer audio recording

- 1. You listen to a two-minute recording of a work-related conversation between two people at a meeting twice.
- 2. Afterwards, you are asked to provide a brief summary of its content and answer related questions.
- 3. Duration: 11 to 13 minutes.

As the test progresses, the assessor will inform you of the different phases.

Based on the degree of proficiency demonstrated during the test, the assessor will determine whether you have completed two, three or all four parts.

The assessment is not based on a point system (e.g., candidates do not lose points for each grammar mistake), but on your overall ability to communicate and deliver a clear message in your second language.

Note: any revisions or updates made by the PSC to the above information will apply.

6. TEACHING APPROACH AND PRINCIPLES

The Offeror must use the following teaching practices:



- 1. Communicative Approach
 - ✓ encourage learners to communicate in the language being taught;
 - ✓ maximize the learner's speaking time;
 - have the learners practice the taught matter in communication situations that are relevant to them;
 - ✓ choose varied activities relevant to the learners;
 - ✓ use authentic documents; and
 - ✓ limit corrections on the basis of activity objectives and learner needs.
- 2. Adult Education Principles
- Provide plans for group activities and self-directed learning
- For each activity, give instructions and describe the process by specifying :
 - what the learners must do;
 - the duration of the acticity;
 - the anticipated results; and
 - the materials and tools to be used.
- For each activity, indicate the objective by specifying:
 - > the knowledge or know-how that the activity is intended to develop; and

- Provide learners with regular feedback on their strengths and the areas that need work in relation

to the targeted objectives;

- Take into account the needs, interests and experience of learners while conducting the activities.

6.2 Training Material

When training occurs on the Offeror's site, the Offeror must provide training materials to the learners. For virtual training all material will be electronic.

7. STREAMS and REQUIREMENTS

7.1 Streams 1, 2, 3, 4 – Individual Training

For all individual training, the training must:

- a) Be delivered for individual learners
- b) Occur between the hours of 8:00am and 5:00pm
- c) Take place during the week, Monday to Friday
- d) This training is offered all year round with start dates depending on learner levels and availabilities.
- e) These courses include general courses, for levels BBB to CCC . Services include but are not limited to:
 - i. meet with the learner to identify their learning style, review their learning objectives and review the language compentency assessment;



- ii. Upon meeting with the learner, if revisions to the language assessment are required, these revisions must be communicated to the learner with reasons for revisions and the assessment must be updated;
- iii. develop a learning plan and identify the teacher(s) best suited to the learner based on learning style and learning objectives and which includes at a minimum:
 - the overall goal of the learning to be achieved in the given timeline
 - the phases of the learning and the associated schedule for each target level
 - the work and learning to be conducted in each phase of the learning. May include the specific reference documents to be used, the homework to be conducted by the learner outside of the classroom,
 - the scheduled assessments to evaluate learner progress
- iv. course planning;
- v. determining training objectives;
- vi. developing course outlines;
- vii. planning the weekly schedule;
- viii. preparing activities to meet the various needs;
- ix. course administration;
- x. evaluating and providing feedback;
- xi. administering tests to evaluate learner's progress;
- xii. learning progress reports signed by the learner and teacher.

For individual virtual training, the training must also be:

- a) Delivered using MS Teams, either CNSC's or the Offeror's.
- b) Include screen sharing, chat function and a teacher or point of contact who is available to answer questions related to the training.

7.2 Streams 5,6,7,8 – Group Training

Training will be conducted in groups for learners whose training needs, objectives and knowledge of the second language are at a similar level.

For all group training, the training must:

- a) Be in groups of learners
- b) Occur between the hours of 8:00am and 5:00pm
- c) Take place during the week, Monday to Friday

Note: Learners may be added to groups composed of learners other than CNSC employees provided that the Work is performed in accordance with the Standing Offer requirements.

- i. These courses include general courses, for levels beginner, intermediate, advanced.
- ii. After a course has begun, the Offeror must consult with CNSC prior to making any changes to the group level and composition. Should some learners be identified to



take language training after a group course has begun, where possible the Offeror will make every reasonable effort to integrate them into a group provided the maximum learner number is not exceeded.

- iii. Services include but are not limited to:
 - course planning;
 - determining training objectives;
 - developing course outlines;
 - planning the weekly schedule;
 - preparing activities to meet the various needs;
 - course administration;
 - evaluating and providing feedback;
 - administering tests to evaluate learner's progress;
 - learning progress reports signed by the learner and teacher; and
- iv. Should a learner feel that the group in which they have been placed is not appropriate, they will inform their teacher and the Offeror must immediately do the following:
 - notify CNSC accordingly;
 - re-evaluate the learner;
 - offer placement options within existing groups. If no suitable groups exist, the learner will wait for a subsequent session.

For virtual group training, the training must also be:

- a) Delivered using MS Teams, either CNSC's or the Offeror's.
- b) Include screen sharing, chat function and a techer/tutor or point of contact who is available to answer questions related to the training.

7.3 Stream 9 Workshops

Open drop-in sessions provided to groups on particular topics with the objective of maintaining a level or increasing to a higher level. Some example of workshops may include, but not limited to:

- a) Review of specific grammar;
- b) Discussion on a specific subject;
- c) Second language evaluation practice tests.

Note: it is anticipated that the majority of the workshop are to be virtually.

7.4 Stream 10 – Assessments of Reading comprehension, Written Expression, Oral Proficiency

The Offeror must perform assessment testing to determine learner's current levels of proficiency as defined by the Treasury Board Secretariat (SCT) and identify the training needs of the individual learner in order for them to achieve their objectives. The assessments



that may be needed are Reading comprehension, Written Expression, Oral Proficiency or any combination thereof.

Assessments must:

- a) Occur between the hours of 8:00am and 5:00pm
- b) Take place during the week, Monday to Friday
- c) be conducted in person at the Offeror's site or Virtually via MS Teams.
- d) be conducted based on the learner's availability
- e) include but are not limited to:
 - i. scheduling the assessment
 - ii. conducting the assessment of the learner's language proficiency as outlined in sections 5.1 and 5.2
 - iii. preparing and submitting a detailed report, within 5 days of completing the assessment, outlining the result of the assessment and includes depending on the assessment conducted:
 - the learner's proficiency levels
 - test results for Reading Comprehension and Written Expression
 - determination of the learner's oral proficiency and detailed information of how these results were determined
 - the number of hours of training required for the learner to achieve their objectives

Note: if the Reading comprehension and/or Written Expression evaluations are done through a link, the candidate can complete them at their leisure.

8. LANGUAGE OF COMMUNICATION WITH LEARNERS

The training welcome session, during which instructions are provided to learners, should occur in English. For matters related to facilitating the communication and understanding of the individual's learning capacity, communication with the learner will be done in the official language (French or English) of the learner's choice.

9. COMMUNICATION COMPETENCY OF TEACHERS

The teacher must be able to communicate in French and given that some of the simulation, workshops and communities of practice, learners may be beginners, the teacher must also be able to communicate in English to facilitate learning.

10. OFFEROR'S TRANING FACILITIES FOR ONSITE TRAINING

The Offeror's training facilities should meet the following requirements:

- a) Training facilities must be within a 50 kilometers radius of 280 Slater Street Ottawa ON K1P 1C2;
- b) Classroom must offer a minimum of 30 square feet per learner;
- c) Each classroom must be closed (walled-in) and must have a working area (chair and table) for each learner;



- d) An adjustable chair (with a back) must be available for each learner;
- e) Each classroom must have at least one door;
- f) There is a minimum of 1 computer with access to high speed Internet;
- g) A room where learners can eat their lunch
- h) Wi-Fi available inside the facilities;
- i) A whiteboard or flip chart or other writing or presentation device and markers;
- j) Heating and air conditioning must be able to be maintained between 21 and 24 degree Celsius in each classroom;
- k) Digital recorders to record oral exam simulation and oral exercises;
- I) A reference dictionary in both official languages;
- m) Self-study material in hard copy;
- n) Self-study material online; and
- o) At least one washroom with a toilet, sink, mirror and an instrument for drying hands.

Note: CNSC is responsible for facilities when services are rendered in its locations.

11. RESOURCE REQUIREMENTS

The Offeror must:

- a) If needed, assess the learner's proficiency and confirm the required number of hours of training required to inform the training plan and pairing with the teacher;
- b) Develop training plans appropriate for individual or group learners' objectives;
- c) Monitor the learners' progress against their individual training plans and incorporate teacher's feedback on their training plan progress;
- d) If requested by the CNSC, Produce and submit reports to the CNSC representative, as outlined under Section 20 Reports;
- e) Respond to CNSC's emails as quickly as possible.

11.1 Teachers

- a) The French teachers must deliver French as second language training using the Offeror's second language training program.
- b) CNSC reserves the option to have teachers changed.

The teachers must:

- a) Prepare lesson plans in accordance with the training plan in order to provide French language training, while taking the learners' abilities into account;
- b) Provide training to groups and/or individual learners;
- c) Provide input on learners' progress in the program;
- d) Follow the training and lesson plans; and
- e) Report to CNSC any anomalies or issues that occur during a class.

11.1.1 Absence of a teacher

If a teacher cannot be present for a class, the Offeror (teacher, point of contact) must notify the learner(s) by email, on the day of or prior to the day of absence. The Offeror should try to find a back-up teacher so the class can still be held on that day.



11.1.2 Replacement of a teacher

The CNSC representative may ask the Offeror, in writing, to replace any teacher whose services are deemed unsatisfactory or non-compliant. The Offeror will have 5 working days to find a replacement. If the Offeror is unable to do so, CNSC may terminate, without cost, the call-up.

If the teacher must be replaced for an unforeseen reason, the Offeror must replace the resource within 5 working days and should provide a back-up teacher to ensure continuity of the classes until the replacement resource is found.

The Offeror must advise learner(s) in writing of any teachers replacements. Replacing any teacher is subject to the following conditions:

- a) If the Offeror is at any time unable to provide the services of a person designated, the replacement must have qualifications and experience that meets the mandatory criteria of the Standing Offer and must meet the security requirements outlined in the Offer.
- b) CNSC reserves the right to validate the replacement resource's experience and accreditations.

11.1.3 Point of Contact

NOTE: the point of contact for administration and curriculum can be the same person and can be a teacher. For example: if the owner of the company is the only employee, they could be the teacher and the point of contact for both administration and curriculum.

- a) The Offeror must provide at least one (1) point of contact for administration purposes to address all administrative questions (cancellation, invoicing, no-shows.) and at least (1) point of contact as curriculum advisor at all times during the period of the Standing Offer.
- b) The administration point of contact must be the primary point of contact between the Offeror and the CNSC.
- c) The administration point of contact must be able readily available to respond to last minute cancellations and or no-shows.
- d) The curriculum advisor point of contact must be available to respond to any curriculum issues which may arise.
- e) During the period of the Standing Offer, the Offeror must advise CNSC immediately of any changes in the point of contact and notify CNSC of replacements.



12. WELCOME SESSION

The teacher must meet with all learners on their first day of training to provide information on the training program, and if onsite on the facilities. This session will cover at least the following: procedures for contacting the Offeror in the event of absences from class, procedures for requesting a meeting with the teacher and the objectives of the training program.

13. QUALITY CONTROL OF FACILITIES

The Offeror must ensure that the training facilities comply with the relevant federal, provincial and municipal legislation, policies and standards. The Offeror must permit the CNSC representative(s) to visit the Offeror's premises at any time, with or without notice.

14. PHOTOCOPIER

For training done on the Offeror's site, a black-and-white photocopier should be available to all learners at the Offeror's training facility at no additional cost to CNSC.

15. PRINTING

For training done on the Offeror's site, a black-and-white printer should be available to learners at no additional cost to CNSC to allow learners to print from a computer.

16. COMPLAINT OR INTERVENTION PROCESS

The Offeror must conduct all learner interventions, upon the request of a learner, a teacher or the CNSC representative, and must provide an intervention report to the CNSC representative, within 5 business days following the request.

The teacher must intervene when a learner's behaviour (e.g. absenteeism, tardiness or difficulty with other learners) disrupts the group's training. The teacher must also ensure that classroom pedagogical practices are suited to learners' needs.

The Offeror must provide the CNSC representative, with a detailed report on the proposed teaching practices and interventions. The report must be provided no later than 5 business days after the teacher becomes aware of the complaint, unless otherwise indicated by the CNSC representative.

17. CNSC FACILITIES: LOCATION

if the training is provided on CNSC site, it will take place at the following location(s):

- a) 410 Laurier Avenue West, Ottawa
- b) 280 Slater Street, Ottawa

18. STATUTORY HOLIDAYS RECOGNIZED BY THE FEDERAL GOVERNMENT



The following days are recognized federal holidays and no classes will be held on these days.

- a) January 1*
- b) Good Friday
- c) Easter Monday
- d) Victoria Day
- e) July 1 *
- f) Provincial civic holiday (first Monday of August in Ontario)
- g) Labour Day (first Monday of September)
- h) National Day for Truth and Reconciliation (September 30)*
- i) Thanksgiving (second Monday of October)
- j) Remembrance Day (November 11) *
- k) December 25 and 26*

* If the holiday falls on a weekend, it is celebrated on the following business day.

19. DELIVERABLES

- 1. A copy of the course outlines and plans as well as learning plan, and any subsequent revisions to these documents, must be provided to the learners.
- 2. All reports must be prepared in an electronic format compatible with Microsoft Office suite and delivered to the learners via email .
- 3. The Offeror must submit the reports and other documents identified herein in either official language, as specified by the CNSC representative.

19.1 Teacher's visit report – Streams 1 to 8

- 1. If requested by the CNSC, for group and individual training, the teacher must provide the CNSC representative with a report after a classroom visit. The report must, as a minimum, answer at least the following questions:
 - a) Are the course objectives clearly defined?
 - b) Is the teacher following the course plan and supplementing it appropriately?
 - c) Are the learners / Is the learner actively participating in the class?
 - d) Are explanations clear and accurate, and do they answer learners' questions?
 - e) Is the teacher adapting their teaching method to learners' needs?
 - f) Additional information as per judgment of point of contact.
- 2. The report on each pedagogical visit must be submitted within 5 business days of the visit.

19.2 Learner Progress Report – For full-time streams only

As per the learning or course plan, tests must be administered to gauge the learners' progress. Upon completion of each milestone identified in the learning or course plan, a detailed progress report must be prepared and signed by the teacher and the learner. The teacher must then send the report to the curriculum advisor point of contact for review and who will then send a copy electronically to the CNSC representative.



At a minimum, the report must include:

- a) Date the test was done
- b) The learner's name
- c) The milestone that was expected to be achieved as per the learning or course plan
- d) The results of the test
- e) Detailed information of the learners' proficiency and how the basis for determining the results including but not limited to the evaluation of:
 - i. Overall evaluation
 - ii. Oral proficiency clarity and consistency
 - iii. Use of appropriate grammar
 - iv. Understanding
 - v. Pronunciation
 - vi. Fluency and pace
 - vii. Vocabulary building
 - viii. Communication strategies
 - ix. Self-correction
 - x. Learning pace
 - xi. Written expression
 - xii. Reading comprehension
 - xiii. Language aspects that need to be improved or worked on
- f) Observations and recommendations
- g) Whether or not the learner is on target to meet the timelines of the learning plan and when they'll be ready for testing

Note: the report may vary depending on the type of training the learner is taking. If they are only taking written expression and reading comprehension, the Offeror would not be required to report on oral interaction.

19.3 Assessment Report of learner's proficiency – Stream 10 only

The assessment report must reflect the second official language qualifications and at a minimum include:

- a) The learner's proficiency levels
- b) Test results for Reading Comprehension and Written Expression
- c) The number of hours of training required for the learner to achieve their objectives
- d) Determination of the learner's oral proficiency and detailed information of how these results were determined in terms of:
 - i. Overall evaluation
 - ii. Oral proficiency clarity and consistency
 - iii. Use of appropriate grammar
 - iv. Understanding
 - v. Pronunciation



- vi. Fluency and pace
- Vocabulary building vii.
- Communication strategies viii.
- Self-correction ix.
- Learning pace Х.
- Written expression xi.
- xii. Reading comprehension
- Language aspects that need to be improved or worked on xiii.

Note: the assessment may vary depending on the type of assessment the learner requires. is taking. If they only require an assessment of written expression and reading comprehension, the Offeror would not be required to report on oral interaction.

20. **CNSC RESPONSIBILITIES**

The CNSC's Human Resources Division is responsible for the management and administration of the Language Training program. This includes establishing the timetable for the courses, monitoring training progress, ensuring assurance and quality control of services provided, as well as developing guidelines and instruction for the management and administration of language training services at CNSC.

20.1 Reports produced by the CNSC

20.1.1 Course Evaluation

The CNSC may at any time request feedback at intervals throughout the training, ask all learners to complete an evaluation form in which they write their comments and indicate their level of satisfaction with all aspects of the course.

The evaluation will include, but is not limited to, the following information:

Course Evaluation	
Description	Response
Type of training attended	
Dates training attended	
Teacher's name:	
Learner's Name	
Training Location	
Using the scale below, please indicate ind disagree) with the following statements:	licate the extent to which you agree (or
1 = Strongly Disagree	
2 = Partly disagree	
3 = Partly agree	
4 = Strongly Agree	
5 = Not applicable	



Training Objectives	
The training objectives were clearly defined.	
I think that the course objectives were met.	
The training met my needs.	
The training increased my knowledge and competencies	
Training Material	
The teaching materials were distributed at the beginning of the session.	
The teaching materials were interesting.	
The teaching materials were appropriate for my language level.	
The teaching materials met my needs.	
The proposed exercises were relevant to the training.	
Teacher	
The teacher was well prepared.	
The teacher started and ended the course at the scheduled times	
The teacher had a good grasp of the subject.	
The teacher provided clear, precise explanations.	
The teacher encouraged learner participation.	
The teacher made the course interesting.	
The teacher was open to my needs.	
The teacher met my needs.	
Facilities if applicable	
The training facilities were conducive to learning	
There was enough equipment in the classroom to make the course effective.	
Overall Rating	
Overall, I am satisfied with the training I received.	
I would recommend this training to my co- workers.	

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Additional Comments Is there anything on which you would like to comment that hasn't been covered above? Do you have any comments that would help improve the training?

20.1.2 Offeror Report Card

The CNSC may monitor Offeror performance based on a number of factors which include but are not limited to:

- a) Supplier performance
- b) Turn over of resources
- c) Accuracy of assessed hours required to attain learner objective
- d) If the learner achieved their objectives in the timelines indicated on the course or learning plan
- e) Success rates of the learner meeting objectives and the timelines in which it happened
- f) Facilities, if applicable
- g) Observations from learners

21. Code of Conduct (Supplier & CNSC)

The CNSC employees, the Offeror and its employees must ensure a working/teaching environment free of harassment and violence at all times.



ANNEX "B" - BASIS OF PAYMENT

1.0 Professional Services

Streams 1, 2, 3, 4 – Individual Training (part-time, full-time, virtual, on CNSC site or Offeror's site) The Offeror should also identify if performing an assessment of the learner's language proficiency is included in the proposed rate.				
Description Initial Period				
	(3 years)			
Firm all-inclusive hourly rate	\$			
Additional Information:	Assessment of current language profile included at no charge,			
	Yes or No:			
	Cancellation policy and fees, if applicable:			

Streams 5,6,7,8 – Group Training (part-time, full-time, virtual, on CNSC site or Offeror's site) The Offeror should also identify if the rate is per person or per group and if there is a maximum number of people who can participate in the group training.					
Description Initial Period					
	(3 years)				
Firm all-inclusive hourly rate	\$				
Additional Information:	Is the rate per person or per group:				
	Maximum number of participants if fewer than 6 :				
	Cancellation policy and fees, if applicable:				

Streams 9 – Workshops (Unlimited number of participants)		
Description Initial Period		
(3 years)		
Firm all-inclusive hourly rate	\$	
Additional Information:	Cancellation policy and fees, if applicable:	



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Streams 10 – Assessments of Reading comprehension, Written Expression, Oral Proficiency– Virtual or Onsite				
Description	Initial Period (3 years)			
Firm all-inclusive rate for Reading Comprehension Assessment	\$			
Firm all-inclusive rate for Written Expression Assessment	\$			
Firm all-inclusive rate for Oral Proficiency Assessment	\$			
Firm all-inclusive rate for all three assessments	\$			
Additional Information	Cancellation policy and fees, if applicable:			

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2.0 Cancellation Fees

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Information and fees to be inserted at the time of Standing Offer Award.

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3.0 Travel and Living

Canada will not directly pay for travel and living expenses, including moving expenses, incurred by the Contractor or the employees proposed by the Contractor to perform the Work.

4.0 GST or HST is excluded from the amounts above, where applicable.



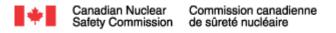
ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST

	and an and a second second		Contract Number / Numéro du cont	rat		
	Souvernement lu Canada		5000069543			
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	SECURITY REQU	IREMENTS CHECK LIST	(SRCL)			
	TE DE VÉRIFICATION DES EX	IGENCES RELATIVES À				
PART A - CONTRACT INFORMATI 1. Originating Government Department		CONTRACTUELLE	Branch or Directorate / Direction géné	rale ou Direction		
Ministère ou organisme gouverne		5.251	HRD	Tale ou Direction		
3. a) Subcontract Number / Numéro			Subcontractor / Nom et adresse du s	ous-traitant		
4. Brief Description of Work / Brève	description du travail					
French language training services St						
5. a) Will the supplier require access	to Controlled Goode?			No Yes		
	des marchandises contrôlées?			Non Oui		
b) Will the supplier require access Regulations?				No Yes		
Le fournisseur aura-t-il acces a sur le contrôle des données ter		non classinees qui sont assul	jetties aux dispositions du Réglement			
Indicate the type of access require						
6. a) Will the supplier and its employ				No Yes		
Le fournisseur ainsi que les en (Specify the level of access usi	ployés auront-ils accès à des rensi ng the chart in Question 7. c)	eignements ou à des biens PF		Non 💾 Oui		
(Preciser le riveau d'acces en 6, b) Will the supplier and its employ	utilisant le tableau qui se trouve à la rees (e.g. cleaners, maintenance pe	require access to re	stricted access areas? No access to	No Yes		
PROTECTED and/or CLASSIF	IED information or assets is permitt	led.		Non Oui		
	s (p. ex. nettoyeurs, personnel d'ent s biens PROTÉGÉS et/ou CLASSIF		zones d'accès restreintes? L'accès			
6. c) is this a commercial courier or				No Yes		
	gerie ou de livraison commerciale s			Non Oui		
7. a) Indicate the type of information	that the supplier will be required to	access / Indiquer le type d'inf	formation auquel le fournisseur devra	avoir accès		
Canada 🖌	NAT	O/OTAN	Foreign / Étranger			
7. b) Release restrictions / Restriction	ons relatives à la diffusion		I			
No release restrictions	All NATO countr		No release restrictions			
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a la difiusión			a la diffusion			
Not releasable						
A ne pas diffuser						
Restricted to: / Limité à :	Restricted to: / L	imité à :	Restricted to: / Limité à :			
Specify country(les): / Préciser le(s) pays : Specify country!	les): / Préciser le(s) pays :	Specify country(ies): / Précir	ser le(s) pays :		
7. c) Level of information / Niveau d						
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10. b) May ur		si plusieurs niveaux de el be used for portions	contrôle de sécurité sont r of the work?	equis, un guide de classific	cation de la sécur	ité doit être fou	umi.
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11. d) Will the	supplier be required	to use its IT systems	to electronically process, pro	duce or store PROTECTED	and/or CLASSIE	IED	No Yes
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