



# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

## RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Treasury Board of Canada Secretariat  
TBS Bid Receiving Unit  
c/o Mail Services (Receiving - Access via Loading Dock)  
Level 01, Room 0148A  
90 Elgin Street  
Ottawa, Canada K1A 0R5

Secrétariat du Conseil du Trésor du Canada  
Unité de réception des soumissions du SCT  
c/o Services du courrier (Réception - Accès via le quai de chargement)  
Niveau 01, Pièce 0148A  
90, rue Elgin  
Ottawa, Canada K1A 0R5

Proposal to: Treasury Board of Canada Secretariat

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

Propositions aux : Secrétariat du Conseil du Trésor du Canada

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

Solicitation No. - N° de l'invitation <b>24062-24-010</b>	Type - Genre	Update - Mise à jour
Solicitation closes - La demande prend fin at - à <b>2:00 PM EDST</b> on - le <b>May 22, 2024</b>	TBS File No. - N° de dossier de SCT <b>24062-24-010</b>	

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

Date of Solicitation - Date de la demande <b>May 7, 2024</b>	
Address inquiries to - Adresser toute demande de renseignements à : <b>Dawn Dormer Senior Contracting Officer Dawn.Dormer@tbs-sct.gc.ca</b>	
Area code and Telephone No. Code régional et N° de téléphone <b>343-542-8102</b>	Facsimile No. N° de télécopieur <b>NA</b>
Special Instructions- Instructions spéciales	

**Instructions:**  
**Municipal taxes are not applicable.**

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

**Instructions:**  
**Les taxes municipales ne s'appliquent pas.**

**Sauf indication contraire, énoncée par la Couronne, dans les présentes, tous les prix indiqués sont des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être F.A.B, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). La somme de la TPS/TVH devra être un article particulier.**

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name Address - Nom et adresse du fournisseur	
Facsimile No. - N° de télécopieur	
Telephone No. - N° de téléphone	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Name / Nom	
Title/ Titre	
Signature : _____	
Date : _____	

## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

- 1.1 Introduction
- 1.2 Summary
- 1.3 Statement Of Work
- 1.4 Debriefings

### **PART 2 - BIDDER INSTRUCTIONS**

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Submission Of Proposal (Bid) By Email
- 2.4 Enquiries - Bid Solicitation
- 2.5 Applicable Laws
- 2.6 Improvement Of Requirement During Solicitation Period
- 2.7 Bid Challenge and Recourse Mechanisms

### **PART 3 - BID PREPARATION INSTRUCTIONS**

- 3.1 Bid Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

- 4.1 Evaluation procedures
- 4.2 Basis of Selection

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

- 5.1 Certifications Required with the Bid
- 5.2 Certifications Precedent to Contract Award and Additional Information
- 5.3 Certification Of Language
- 5.4 Price Certification
- 5.5 Education and Experience
- 5.6 Additional Certifications Precedent To Contract Award

### **PART 6 - SECURITY REQUIREMENTS**

### **PART 7 - RESULTING CONTRACT CLAUSES**

- 7.1 Requirement
- 7.2 Security Requirements
- 7.3 Statement of Work
- 7.4 Task Authorizations (TA)
- 7.5 Minimum Work Guarantee
- 7.6 Standard Clauses and Conditions
- 7.7 Inspection and Acceptance
- 7.8 Termination on Thirty Days' Notice
- 7.9 Term of Contract
- 7.10 Authorities
- 7.11 Payment
- 7.12 Methods of Payment - approved TA
- 7.13 Invoicing instruction

- 7.14 Other Payment Information
- 7.15 Canada's Total Responsibility
- 7.16 Time Verification
- 7.17 Certification and Additional Information
- 7.18 Applicable Laws
- 7.19 Priority of Documents
- 7.20 Foreign Nationals
- 7.21 Insurance Requirements
- 7.22 Professional Services
- 7.23 Reorganization of Client
- 7.24 No Responsibility to Pay for Work Not Performed due to Closure of Government Offices
- 7.25 Joint Venture of Contractor
- 7.26 Government Property
- 7.27 Transition Services at End of Contract Period
- 7.28 Dispute Resolution

**List of Annexes:**

Annex A, Statement of Work:

- i. Appendix A to Annex A – Tasking Procedures
- ii. Appendix B to Annex A – Task Authorization (TA) form
- iii. Appendix C to Annex A – Resource Assessment Criteria and Response Tables
- iv. Appendix D to Annex A – Certification at the TA stage

Annex B, Basis of Payment

Annex C, Security Requirements Checklist Form

Annex D, Bid Submission Form

**List of Attachments:**

Attachment 1 to Part 3, Pricing Schedule

Attachment 1 to Part 4, Technical Evaluation Criteria

Bid solicitation # 24062-24-010, for the provision of the Simultaneous Interpreters.

The Articles in the Resulting Contract Clauses are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this Annex, is a Mandatory requirement of this RFP. Suppliers submitting a bid containing statements implying that their bid is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Offerors with concerns regarding the provisions of the Bid Solicitation (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.

## **PART 1 - GENERAL INFORMATION**

### **1.1 INTRODUCTION**

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

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

### **1.2 SUMMARY**

- a. This bid solicitation is being issued to satisfy the requirement of the Treasury Board of Canada Secretariat (the "**Client**") for the provision of Simultaneous Translation.
- b. It is intended to result in the award of one (1) contract for four (4) years.
- c. Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 and 2004.
- d. There is a security requirement associated with this requirement. For additional information, see Part 6 – Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. Bidders should consult the [Security screening for government contracts \(http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) " document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.

- e. Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in Part 5 – Certifications of the bid solicitation.
- f. The requirement is not subject to any Trade Agreements.
- g. The Federal Contractor's Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications, Part 6– Resulting Contract Clauses and the attachment titled "Federal Contractor's Program for Employment Equity – Certification."

### **1.3 STATEMENT OF WORK**

The work is to be completed as outlined in Annex A – Statement of Work.

### **1.4 DEBRIEFINGS**

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

A de-brief is intended to:

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

A de-brief is not an opportunity for the Bidder to debate the evaluation or request a re-evaluation of the proposal.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada (PWGSC\*).
- b. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- c. The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- d. Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 180 days

**\* Now known formally as Public Services and Procurement Canada (PSPC).**

## 2.2 Submission of Bids

Responses are to be sent by email to: Dawn Dormer

Contracting Authority: Dawn

E-mail: [Dawn.Dormer@tbs-sct.gc.ca](mailto:Dawn.Dormer@tbs-sct.gc.ca) & [zzTBSCONT@tbs-sct.gc.ca](mailto:zzTBSCONT@tbs-sct.gc.ca)

By 2:00 PM (14:00)

On Wednesday May 22, 2024

Time Zone: Eastern Daylight Savings Time (EDST)

## 2.3 Submission Of Proposal (Bid) By Email

Bidders must submit their proposal electronically by email. However, all financial information must be presented in a separate attachment from the Technical Response information and each attachment should include the solicitation number. Bidders who submit an e-mail response to the proposal, the following applies:

For email transmission of an electronic version, the only acceptable email is:

[Dawn.Dormer@tbs-sct.gc.ca](mailto:Dawn.Dormer@tbs-sct.gc.ca) and [zzTBSCONT@tbs-sct.gc.ca](mailto:zzTBSCONT@tbs-sct.gc.ca)

The electronic transmission must be received by bid closing date and time as stipulated on page 1 of the RFP and include the solicitation number. For email transmissions, Canada will not be responsible for any failure or delay attributable to the transmission or receipt of the email including but not limited to:

- receipt of incomplete bid
- file size (TBS's maximum allowable is 10MB)
- delay in transmission or receipt of the bid
- failure of the Bidder to properly identify the bid
- illegibility of the bid; or
- security of the bid data.

Please note that .zip files may be rejected by Treasury Board of Canada Secretariat servers.

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

## 2.4 Enquiries - Bid Solicitation

- a. All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- b. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 Applicable Laws

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

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

## 2.6 Improvement Of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries – Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

## 2.7 Bid Challenge and Recourse Mechanisms

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



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

\*\*\* Canada requests that bidders provide their technical, financial and certification bids in separate sections as follows:

**Section I: Technical Bid:**

1 soft copy via email to: [Dawn.Dormer@tbs-sct.gc.ca](mailto:Dawn.Dormer@tbs-sct.gc.ca) & [zzTBSCONT@tbs-sct.gc.ca](mailto:zzTBSCONT@tbs-sct.gc.ca)

**Section II: Financial Bid:**

1 soft copy via email to: [Dawn.Dormer@tbs-sct.gc.ca](mailto:Dawn.Dormer@tbs-sct.gc.ca) & [zzTBSCONT@tbs-sct.gc.ca](mailto:zzTBSCONT@tbs-sct.gc.ca)

**Section III: Certification:**

1 soft copy via email to: [Dawn.Dormer@tbs-sct.gc.ca](mailto:Dawn.Dormer@tbs-sct.gc.ca) & [zzTBSCONT@tbs-sct.gc.ca](mailto:zzTBSCONT@tbs-sct.gc.ca)

The electronic transmission must be received by bid closing date and time as stipulated on page 6 of the RFP and include the solicitation number. Canada will not be responsible for any failure or delay attributable to the transmission or receipt of the email including but not limited to:

- receipt of incomplete bid;
- file size (TBS's maximum allowable is 15MB)
- delay in transmission or receipt of the bid;
- failure of the Bidder to properly identify the bid;
- illegibility of the bid; or
- security of the bid data.

Please note that .zip files may be rejected by Treasury Board of Canada Secretariat servers.

**Note to Bidders:**

**a) FAILURE TO SUBMIT A FINANCIAL PROPOSAL WILL RESULT IN DISQUALIFICATION AND REMOVAL FROM THE BIDDING PROCESS**

**b) PRICES MUST APPEAR IN THE FINANCIAL BID ONLY. NO PRICES MUST BE INDICATED IN ANY OTHER SECTION OF THE BID.**

**A. Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their electronic bid :

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation;
- iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative;
- iv. Include a table of contents; and
- v. Soft copies will be accepted in any of the following electronic formats:
  - Portable Document Format .pdf
  - Microsoft Word 97/2000 (.doc)
  - Microsoft Excel 97/2000 (.xls)

**B. Submission of Only One Bid:**

- i. The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will set aside all bids received from members of that bidding group.
- ii. For the purposes of this article, “**bidding group**” means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered “**related**” for the purposes of this bid solicitation if:
  - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - B. they are “related persons” or “affiliated persons” according to the *Canada Income Tax Act*;
  - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - D. 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. Joint Venture Experience:**

- i. Where the Bidder 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: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder 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 bidder has previously done the work. This bidder 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 bidding.
- ii. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.  
Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder 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 bidder 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.
- iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid 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 Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint

venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder 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.

- iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

#### **D. Email Submission of Proposals**

**Email Submission of Proposals:** Bidders are requested to complete and submit the Bid Submission Form found in Annex D. Proposals must be received by TBS by the time and date of solicitation closing. Bidders are solely responsible for ensuring their proposal is received on time by TBS.

- a) **Format of Email Attachments:** The approved formats for email attachments are any combination of:

- i) PDF attachments; and
- ii) Documents that can be opened with either Microsoft Word or Microsoft Excel.

- b) Bidders that submit attachments in other formats do so at their own risk.

- c) **Email Size:** Bidders should ensure that they submit their proposal in multiple emails if any single email, including attachments, will exceed 15MB. Except as expressly provided below, only emails that are received at the Email Address for Proposal Submission by the closing date and time will be considered part of the response.

- d) **Email Title:** Bidders are requested to include the Solicitation No. 24062-24-010 identified on the cover page of this document in the "subject" line of each email forming part of the response.

- e) **Time of Receipt:** All emails received at the Email Address for Proposal Submission showing a "received" time before the Proposal closing date and time will be considered received on time. In the case of a dispute regarding the time at which an email arrived at TBS, the time at which the proposal is received by TBS will be determined:

- i) by the delivery time stamp received by the Bidder if the Bidder has turned on Delivery Status Notification for the sent email in accordance with RFC 1891 established by the Internet Engineering Steering Group (SMTP Service Extension for Delivery Status Notification); or

- ii) in accordance with the date and time stamp on the SMTP headers showing the time of first arrival on a server used to provide the Government of Canada with email services, if the Bidder has not turned on Delivery Status Notification for the sent email.

- f) **Delayed Email Proposals:** Canada will not be responsible for any failure attributable to the transmission or receipt of the e-mailed proposal including, but not limited to, the following:
- i) receipt of garbled or incomplete proposal;
  - ii) availability or condition of the receiving equipment;
  - iii) incompatibility between the sending and receiving equipment;
  - iv) delay in transmission or receipt of the proposal;
  - v) failure of the Bidder to properly identify the proposal;
  - vi) illegibility of the proposal; or
  - vii) security of proposal data.
- g) **Responsibility for Technical Problems:** Canada will not be responsible for:
- i) any technical problems experienced by the Bidder in submitting its response, including emails that fail to arrive because they exceed the maximum email size of 15 MB or that are rejected or quarantined because they contain malware or other code that is screened out by TBS's security services; or
  - ii) any technical problems that prevent TBS from opening the attachments to the email(s). For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated accordingly. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.

#### **Section I: Technical Bid**

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

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

#### **Section II: Financial Bid**

- A.** Bidders must submit their financial bid in Canadian funds and in accordance with the Pricing Schedule as detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in each cell requiring an entry in the pricing tables.
- B.** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- C.** When preparing their financial bid, Bidders should review clause 4.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.11, Payment, of Part 7 of the bid solicitation.

## **D. Price Breakdown**

In their financial bids, bidders should provide a price breakdown as follows for the firm daily rate quoted in response to the pricing schedule detailed in Attachment 1 to Part 3.

### **1. Professional Fees**

For each individual category, bidders should provide the estimated cost of professional fees; and the cost basis [i.e., the quoted all-inclusive fixed daily rate]. Daily rates are firm and all-inclusive of overhead, profit and expenses. The quoted all-inclusive fixed time rate must include the total estimated cost of any travel and living expenses that may need to be incurred for Work described in Part 7 of the bid solicitation required to be done, delivered or performed:

a) inside the National Capital Region (NCR) defined in the National Capital Act (R.S.C., 1985, c. N-4), available on the Justice Website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>);

### **2. Subcontracts**

Bidders must identify any proposed subcontractors and provide in their financial bid for each one a price breakdown in accordance with paragraph 1.4 of this section of Part 3 of the bid solicitation.

### **3. Applicable Taxes**

In the price breakdown, the Applicable Taxes are to be shown separately. [Instructions to the bidder: consult Article 01, interpretation, of the 2035, General Conditions - Higher Complexity services, to define. Applicable taxes.

### **4. 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 bids including such provision will render the bid non-responsive.

#### **3.1.2 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 bids including such provision will render the bid non-responsive.

### **Section III: Certifications**

In Section III of their bid, Bidders should submit the certifications and additional information required under Part 5 and, as applicable, any associated additional information.

**ATTACHMENT 1 TO PART 3  
PRICING SCHEDULE**

**1.0** The Bidder must complete the following table and include it in its financial bid.

**2.0** The inclusion of the estimated level of effort (in days) volumetric data has been provided purely for information purposes to assist Bidders in preparing their bids. It does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

<b>Initial Contract Period Date of Contract Award to March 31st, 2025</b>			
(A)	(C)	(D)	(E)
Resource	Firm all-inclusive daily Rate	Estimated number days	Total Cost (C x D)
Simultaneous Interpretation Services	\$	5	\$
Sub-total			\$

<b>Contract Period - Year 2 April 1, 2025 to March 31st, 2026</b>			
(A)	(C)	(D)	(E)
Resource	Firm all-inclusive daily Rate	Estimated number days	Total Cost (C x D)
Simultaneous Interpretation Services	\$	5	\$
Sub-total			\$

<b>Contract Period - Year 3 April 1, 2026 to March 31st, 2027</b>			
(A)	(C)	(D)	(E)
<b>Resource</b>	<b>Firm all-inclusive daily Rate</b>	<b>Estimated number days</b>	<b>Total Cost (C x D)</b>
Simultaneous Interpretation Services	\$	5	\$
Sub-total			\$

<b>Contract Period - Year 4 April 1, 2027 to March 31st, 2028</b>			
(A)	(C)	(D)	(E)
<b>Resource</b>	<b>Firm all-inclusive daily Rate</b>	<b>Estimated number days</b>	<b>Total Cost (C x D)</b>
Simultaneous Interpretation Services	\$	5	\$
Sub-total			\$

<b>Evaluated Bid Price</b>	\$
<b>Applicable Taxes: HST</b>	\$
<b>Grand Total Price</b>	\$

### 3.0 Financial Proposal

The Bidder’s financial proposal must be submitted in Canadian Funds, GST/HST excluded, FOB Destination, customs duties and excise tax included.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable. The price of bids will be evaluated in Canadian dollars, Goods and Services Tax (GST) excluded FOB destination, Customs duties and Excise taxes included.

**NOTE: Prices must only appear in the Financial Bid and in no other part of the bid.**

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Joint Venture Experience**

- a) Where the Bidder 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: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder 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 bidder has previously done the work. This bidder 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 bidding.

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

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder 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 bidder 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 bid 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 Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

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

that show in total 100 billable days.



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

#### **4.1.2 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4

#### **4.1.3 Financial Evaluation**

For bid evaluation and Contractor selection purposes only, the **Evaluated Price** of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

#### **4.2 Basis of Selection – Lowest Price**

4.2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) the responsive bid with the lowest evaluated price will be recommended for award of a contract.

## ATTACHMENT 1 TO PART 4 BID EVALUATION CRITERIA

### 1. EVALUATION INSTRUCTIONS

**At the time of bid closing, only the Corporate Mandatory Criteria will be evaluated.**

Required resources who were not assessed at bid closing and who are proposed in response to a TA will be evaluated in accordance with the evaluation criteria for the resource level for which they are being proposed.

### 2. MANDATORY TECHNICAL CRITERIA

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

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by a Bidder to meet any one of the required mandatory criteria will render the Bidder's proposal non-responsive and will not be given further consideration.

The treatment of mandatory requirements in any procurement process is absolute. Each criterion should be addressed separately and the criterion not addressed will be considered as "Not Met".

Required resources who were not assessed at bid closing and who are proposed in response to a TA will be evaluated in accordance with the evaluation criteria for the resource level for which they are being proposed.

#### 2.1 Instructions to Bidders

In addition to the Bid Preparation Instructions stipulated in Part 3 of this solicitation, the following information and instructions relate to the submission and evaluation of the mandatory technical evaluation criteria contained in this solicitation.

- i. The Bidder must fully complete the applicable mandatory table that follows.
- ii. It should be noted that cutting and pasting wording from the RFP and/or simply citing the experience does not constitute demonstration of the requirement. The Bidder must substantiate all claims of experience by providing a description of the project or summary including context or other pertinent information which validates the corporations experience (e.g. deliverable provided, tools used, method utilized, outcome achieved, etc.). If the Bidder's response does not fully demonstrate that the requirement is met by the project/summary cited, then the project/summary experience will not be considered.
- iii. Where the criteria specifies experience within a specific timeframe (e.g. within 10 years) it is the period of time preceding the closing date of this solicitation.
- iv. For any project summary provided in response to the mandatory evaluation criteria to be considered, the resource must have worked on the project for the minimum duration stipulated (e.g. 20 days).
- v. If more than the requested number of reference contracts is provided, Canada will only evaluate the maximum number stipulated in the order in which they are set out in the Bid. For example, if a maximum of three (3) projects is requested, then Canada will evaluate only the first three (3) projects described in the proposal.

Canada reserves the right to verify any information provided in the Bidder's response to the mandatory and point-rated tables. The client references may then be asked to verify the information in accordance with the reference check process set out under this RFP.

## 2.2 Additional Information

To demonstrate their compliance with the technical mandatory criteria, the Bidder should complete and submit with their proposal the following project summary grids (see below for the mandatory criteria) for each project/contract required to demonstrate the Bidder's experience.

In an effort to assist the evaluation team, at a minimum the Bidder should submit the information requested under a) to e) to clearly demonstrate compliance with the requirements of each criterion.

Item	Contract / Project Description
a)	Client Organization Name for which the work was performed.
b)	Client Contact info: Name, Title, phone number and/or email address
c)	Contract or Project Summary (one paragraph description of the scope and key responsibilities)
d)	Contract or Project start date and End Date
e)	Location of simultaneous interpreter on-site or remote using Webex ( <b>only applicable where required</b> )

**\*\*\*Note to Bidders:** If a Contact is unavailable when required during the evaluation period, the Bidder may be requested to provide the name and contact information of an alternate contact capable of validation of the work experience requirements.

### 3. MANDATORY TECHNICAL EVALUATION CRITERIA

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to clearly demonstrate compliance with this requirement. Simply repeating the statement contained in the bid solicitation is not sufficient.

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

#### 3.1 CORPORATE MANDATORY REQUIREMENT

ITEM	MANDATORY CRITERIA	MET/NOT MET	DEMONSTRATED EXPERIENCE
<b>M1</b>	<p>The Bidder must demonstrate through project summaries that they have experience providing interpretation services from English to French, and French to English, to five (5) *Government of Canada organizations within the last five (5) years at the time of bid closing.</p> <p>*Government of Canada refers to: Federal, Provincial, Municipal and Territorial governments.</p> <p>A maximum of 5 project summaries will be evaluated</p>		
<b>M2</b>	<p>The Bidder must demonstrate that they are certified under ALL of the following:</p> <ol style="list-style-type: none"> <li>1. CGSB 131.10</li> <li>2. ISO 17100</li> <li>3. The National Standard Guide for Community Interpreting Services (NSGCIS).</li> </ol> <p>Bidder must include copies of each certification with their bid submission.</p>		

<p><b>M3</b></p>	<p><b>Capacity to provide resources</b></p> <p>The Bidder must clearly demonstrate, its ability to provide enough resources, as required by Canada for the length of the contract, to:</p> <ul style="list-style-type: none"> <li>• Complete the tasks in the SOW;</li> <li>• Meet specific timelines / dates of SDAC meetings;</li> </ul> <p>Its ability to acquire or access more resources, as required in case of changing dates or times of meetings, if additional resources may be required or replacement interpreters are needed to cover for unforeseen circumstances.</p>		
<p><b>M4</b></p>	<p>The Bidder must certify that in the event that TBS cannot secure an equipped AV studio and technicians, their proposed interpreters <b>will</b> be sufficiently equipped to work remotely from their business location in order to perform the tasks required as indicated in Annex A, Statement of Work.</p> <p>The Webex platform will be used when translators work remotely from their business location.</p> <p>Note: <u>At the time of TA issuance</u>, this certification will also be required by the Contractor in APPENDIX D TO ANNEX A, CERTIFICATIONS - TA ISSUANCE</p>		

**3.2 RESOURCE MANDATORY CRITERIA**

**NOTE: At the time of Task Authorization Issuance, the Simultaneous Interpreter resource will be evaluated against the evaluation criteria below. The bidder is not required to submit a resource at the time of bid closing.**

ITEM	MANDATORY CRITERIA	MET/NOT MET	DEMONSTRATED EXPERIENCE
<b>M5</b>	<p>The Contractor must demonstrate that the proposed resource has a minimum of three (3) years' experience working as an accredited translator.</p> <p>To qualify:</p> <p>The Contractor <b>must</b> provide a copy of the email approval from the Translation Bureau that certifies their accreditation.</p>		

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

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

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

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

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

### **5.1 Certifications Required with the Bid**

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

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

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

#### **5.1.2 Federal Contractors Program for Employment Equity**

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

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

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

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

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

## 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

The Bidder must provide the Contracting Authority with a completed annex titled [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## 5.2.3 Additional Certifications Precedent to Contract Award

### 5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

## 5.3 Certification of Language

The Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in both or either Canada's official languages (French and / or English) as required at the time of TA issuance. The individual(s) proposed must be able to communicate orally and in writing in French and / or English without any assistance and with minimal errors.



**5.4 Price Certification**

The Bidder certifies that the price proposed

- a. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- b. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity; and
- c. does not include any provision for discounts to selling agents.

**5.5 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

**Name of Supplier's Authorized Signatory**

**Signature of Supplier's Authorized Signatory**

\_\_\_\_\_

\_\_\_\_\_

**Date**

\_\_\_\_\_

## 5.6 Additional Certifications Precedent To Contract Award

### 5.6.1 Former Public Servant

Contracts with 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 with FPS, bidders must provide the information required below.

#### Definitions

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

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

"*lump sum payment period*" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

#### Former Public Servant in Receipt of a Pension

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

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

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

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

**Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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 \$5,000.00, including Applicable Taxes.

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

---

**Contractor's Authorized Signatory**

---

**Date:**

## **PART 6 – SECURITY REQUIREMENTS**

**6.1.1 At the time of contract award**, the following conditions must be met :

- a. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
- c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- d. the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses.

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

- 6.1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 6.1.3 For additional information on security requirements, Bidders should consult [Security screening for government contracts \(http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.
- 6.1.4 In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 REQUIREMENT

- a. [ ] (the Contractor) **(TO BE PROVIDED AT CONTRACT AWARD)** agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract.
- b. **Client(s):** Under the Contract, the "**Client**" is Treasury Board of Canada Secretariat.
- c. **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Term:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
  - i. Any reference to an Identified User is a reference to the Client.
  - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
  - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

### 7.2 SECURITY REQUIREMENTS

The following security requirements form to and part of the contract as follows:

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), 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** remove any PROTECTED information or assets from the identified site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
5. The Contractor must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b) *Contract Security Manual* (Latest Edition).

### **7.3 STATEMENT OF WORK**

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

### **7.4 TASK AUTHORIZATION (TA)**

#### **7.4.1 Purpose of TA**

Services to be provided under the Contract on an "as-and-when-requested basis" will be ordered by Canada using the Task Authorization ("TA") process. The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a valid, fully signed TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.

#### **7.4.2 Process of Issuing a TA**

If a requirement for a specific TA is identified, a draft TA will be prepared by the Client and sent to the Contractor by the Contracting Authority. Once it receives the TA, the Contractor must submit a response to the Contracting Authority identified in the TA detailing the cost and time to complete the work described in the TA. The Contractor's response must be based on the rates set out in the Contract. The Contractor will not be paid for providing the response or for providing other information required to prepare and issue the TA. The Contractor must provide any information requested by Canada in relation to the preparation of a TA within three (3) working days of the request, unless otherwise specified.

#### **7.4.3 Approval Process**

If Canada approves the Contractor's TA response, Canada (by its authorized representative, as described in this contract) will issue the TA by forwarding a fully signed copy of the final TA form to the Contractor. Whether or not to approve or issue a TA is entirely within Canada's discretion.

#### **7.4.4 Authority to Issue a TA**

Any TA with a value less than or equal to \$0.00 (including GST/HST) may be issued by the Technical Authority. Any TA with a value greater than this amount must be issued directly by the Contracting Authority.

#### **7.4.5 Contents of a TA**

A Task Authorization must contain the following information, if applicable:

- a. a task number;
- b. the number of resources in each category required;
- c. a statement of work for the task outlining the activities to be performed and identifying any deliverables;
- d. the duration of the task is to be carried out (start and end dates);
- e. milestone dates for deliverables and payments (if applicable);
- f. the number of person-hours of effort required;
- g. the specific work location;
- h. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
- i. any other constraints that might affect the completion of the task.
- j. NON-DISCLOSURE AGREEMENT – Task Authorizations

By submitting a proposed resource, the contractor confirms that they have obtained from its employee(s) or subcontractor(s) their concurrence of the Non-Disclosure Agreement (NDA), attached at Appendix F to Annex A, prior to any Task Authorization Approval. The Contracting Authority may request a signed copy of the NDA at any time

#### **7.4.6 Charges for Work under a TA**

The Contractor must not charge Canada anything more than the price set out in the Task Authorization unless Canada has issued a TA amendment authorizing the increased expenditure. 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 being incorporated into the Work.

#### **7.4.7 Consolidation of TAs for Administrative Purposes**

The Contract may be amended from time to time to reflect all Task Authorizations issued and approved by the Contracting Authority to date, to document the Work performed under those TAs for administrative purposes.

#### **7.4.8 Refusal of Task Authorizations**

Unless specified otherwise in the RFP, the Contractor is required to submit a response in response to every draft TA issued by Canada. Canada may immediately, and without further notice, terminate the Contract for default if the Contractor does not submit a response in response to a draft statement of task issued during the Contract Period.

#### 7.4.9 Number of Resources Evaluated:

Replacement and Additional resources may be required and will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 - Resulting Contract Clauses, the Article titled "Task Authorization". When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA Form's Statement of Work. Should a replacement or additional resource be proposed, then that resource will then be assessed against the criteria identified for that resource category in accordance with the Technical Evaluation Criteria,

#### 7.5 MINIMUM WORK GUARANTEE

- a. In this clause,
  - i. **"Maximum Contract Value"** means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
  - ii. **"Minimum Contract Value"** means \$ 5,000.00 of the Maximum Contract Value on the date the contract is first issued.
- b. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- c. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- d. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract.
  - i. for default.
  - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
  - iii. for convenience within ten business days of Contract award.

#### 7.6 STANDARD CLAUSES AND CONDITIONS

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



### **7.6.1 General Conditions**

**2035 (2022-12-01) General Conditions: Higher Complexity - Services** apply to and form part of the contract.

### **7.6.2 Supplemental General Conditions**

**4013 (2022-06-20)**, Compliance with on-site measures, standing orders, policies, and rules apply to and form part of the Contract.

## **7.7 INSPECTION AND ACCEPTANCE**

The Project Authority or Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## **7.8 TERMINATION ON THIRTY DAYS' NOTICE**

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

## **7.9 TERM OF CONTRACT**

### **7.9.1 Period of the Contract**

The period of the Contract is from date of Contract award to March 31<sup>st</sup>, 2028.

## **7.10 AUTHORITIES**

### **7.10.1 Contracting Authority**

The Contracting Authority for the Contract is:

*To be inserted at contract award*

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **7.10.2 Project Authority**

The Project Authority for the Contract is:

*To be inserted at contract award*

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

### **7.10.3 Contractor's Representative**

*To be inserted at contract award*

The duties and responsibilities of the Contractor Representative includes the following:

1. Responsible for the overall management of the Contract;
2. Ensure that the Contract is administered in accordance with the terms and conditions of the Contract;
3. Act as a single point of contact to resolve any contractual disputes that may arise. The Contract Representative must have direct access to the level of management within the Contractor's organization vested with the decision-making authority for contractual matters;
4. Shall be established as the only recognized individual from the Contractor's organization to speak on behalf of the Contractor for purposes of Contract management;
5. Monitor all resources that are providing services/deliverables in accordance with the Contract;
6. Liaise with the Project Authority on all matters concerning technical aspects of the Work and performance of its resources; and
7. Manage the transition of any potential resource(s) turnover during the period of the Work.

## 7.11 PAYMENT

### 7.11.1 Basis of Payment

One or more of the basis of payment options below will be specified in each TA:

#### a) Firm Lot Price TA

In consideration of the Contractor satisfactorily completing all of its obligations under the approved TA, the Contractor will be paid the firm price stipulated in the approved TA, as determined in accordance with the basis of payment, in Annex B. Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 TA Approval Authority before their incorporation into the Work.

#### b) TA subject to a Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the approved TA, as determined in accordance with the basis of payment, in Annex B, to the limitation of expenditure specified in the approved TA.

Canada's total liability to the Contractor under the approved TA must not exceed the limitation of expenditure specified in the approved TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the approved TA 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 TA Approval 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 TA Approval Authority. The Contractor must notify the TA Approval Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the final delivery date specified in the approved TA, or
- (c) as soon as the Contractor considers that the approved TA funds are inadequate for the completion of the Work specified in the approved TA,

whichever comes first.

If the notification is for inadequate approved TA funds, the Contractor must provide to the TA Approval Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

**c) TA subject to a Ceiling Price**

For the Work described in the Statement of Work in Annex A:

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B to a ceiling price. Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

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.

**7.12 METHODS OF PAYMENT - APPROVED TA**

The following methods of payment will form part of the approved TA:

**7.12.1 For a Firm Price TA:****A Single Payment**

For the Work specified in an approved firm price TA:

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

**B Milestone Payments**

- a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:
- b) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- c) all required certificates have been signed by the respective authorized representatives; all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

### 7.12.2 Limitation of Expenditure and Ceiling Price TAs:

For the Work specified in an approved TA subject to a limitation of expenditure or ceiling price:

#### A 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.

#### B 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.

#### C 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 Contract must repay any overpayment, at Canada's request.

#### D Payment Credits

##### i. **Failure to Provide Resources:**

- a. If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of (ten) 10 days.
- b. **Corrective Measures:** If credits are payable under this Article for two (2) consecutive months or for three (3) months in any twelve-month (12) period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five (5) working days to deliver the action plan to the Client and the Contracting Authority and twenty (20) working days to rectify the underlying problem.

- c. Termination for Failure to Meet Minimum Availability Level : In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor thirty three (3) months' written notice of its intent, if any of the following apply :
1. the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
  2. the corrective measures required of the Contractor described above are not met.
- This termination will be effective when the three month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.
- ii. **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- iii. **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- iv. **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- v. **Canada's Rights & Remedies not Limited :** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- vi. **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

## **E NO RESPONSIBILITY TO PAY FOR WORK NOT PERFORMED DUE TO CLOSURE OF GOVERNMENT OFFICES**

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

### **7.13 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 and must show all applicable tasks and deliverables (as described in Annex A of the contract) that have been completed.
- 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 provide an electronic copy of each invoice and any accompanying documents (i.e. time sheets) via email to the following addresses. **(TO BE INSERTED AT CONTRACT AWARD)**

### **7.14 OTHER PAYMENT INFORMATION**

#### **7.14.1 Competitive Award:**

The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

#### **7.14.2 Professional Services Rates:**

In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor refuses, or is unable, to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include prohibiting the Contractor from bidding on future requirements that include any professional service, or rejecting the Contractor's other bids for professional services requirement on the basis that the Contractor's performance on this or other contracts is sufficiently poor to jeopardize the successful completion of other requirements.

**7.14.3 Purpose of Estimates:**

All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitments to purchase specific amounts or values of services are described elsewhere in the Contract.

**7.15 CANADA'S TOTAL RESPONSIBILITY****7.15.1 Limitation of Expenditure – Cumulative Total of TA's**

- i. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed \$ 85,000.00. Customs duties are included, and applicable taxes are extra.
- ii. 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 percent committed, or
  - b) four (4) months before the contract expiry date, or
  - c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.
- iii. 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

**7.16 TIME VERIFICATION**

C0711C (2008-05-12), 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.



## 7.17 CERTIFICATIONS AND ADDITIONAL INFORMATION

### 7.17.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 7.18 APPLICABLE LAWS

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

## 7.19 PRIORITY OF DOCUMENTS

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2022-12-01) General Conditions - Higher Complexity - Services;
- (c) the supplemental general conditions 4013 (2022-06-20) , Compliance with on-site measures;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) Annex C, Security Requirements Check List
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

## 7.20 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

SACC Manual clause A2000C (2016-06-16) Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

**Note to Bidders:** *Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.*

**OR**

## FOREIGN NATIONALS (FOREIGN CONTRACTOR)

SACC Manual clause A2001C (2016-06-16) Foreign Nationals (Foreign Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

### **7.21 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.

### **7.22 PROFESSIONAL SERVICES**

The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.

If the Contractor fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

### **7.23 REORGANIZATION OF CLIENT**

The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

### **7.24 NO RESPONSIBILITY TO PAY FOR WORK NOT PERFORMED DUE TO CLOSURE OF GOVERNMENT OFFICES**

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## 7.25 JOINT VENTURE CONTRACTOR

**Note to Bidders:** *This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: **(to be entered at contract award)**.

With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

- a. \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
- b. By giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
- c. All payments made by Canada to the representative member will act as a release by all the members.

All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.

All the members are jointly and severally or solidarily liable for the performance of the entire Contract.

The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.

## 7.26 DELETED

## 7.27 TRANSITION SERVICES AT END OF CONTRACT PERIOD

The Contractor agrees that, in the period leading up to the end of the Contract Period and for up to three (3) months afterwards, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

## 7.28 DISPUTE RESOLUTION

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

**ANNEX A - STATEMENT OF WORK (SOW)**

**1.0 TITLE**

Simultaneous Interpretation Services

**2.0 OBJECTIVE**

- The Treasury Board of Canada Secretariat (TBS) has a requirement for Federal Translation accredited interpreters to provide simultaneous interpretation services for Small Departments Audit Committee (SDAC) meetings with the Office of the Comptroller General (OCG).

TBS requires simultaneous interpretation services in both of Canada’s official languages for meetings on an "as and when requested basis".

Virtual meetings will be conducted via videoconference on MS Teams (preferably) or Webex, while hybrid meetings or in-person meetings will be held at TBS facilities or contracted facilities.

**3.0 SCOPE OF WORK**

The Contractor will provide resources on an “as and when requested” basis to work within the scope of this SOW. The set of activities, deliverables, time frames and resource levels will be determined at the time the Task Authorization (TA) is issued and will vary with each requirement.

The Contractor will provide interpreters to provide simultaneous interpretation services for up to five (5) meetings per fiscal year. Meetings typically occur four (4) times a year in February, June, October, and December from 9:00 am to 4:00 pm EST. Operational requirements may determine that a fifth (5th) meeting may be required during the year. Meeting dates and hours are subject to change, but hours will not exceed 8 hours on a given day. The meetings dates will be confirmed 1-3 months in advance.

**4.0 SERVICES REQUIRED**

Each Task Authorization will determine the number of resources required as follows:

Resource Category	*Estimated Number of Resources	Language services
Simultaneous Interpreter	2-4	English to French French to English

**\*While the number of resources is estimated at between 2-4 per SDAC meeting session , this number may fluctuate up or down depending on operational requirements.**

## **5.0 TASKS**

Each TA will identify the specific tasks that must be performed.

The Contractor will conduct , but not be limited to the following tasks:

- Coordinate, provide and confirm to the Project Authority the availability of bilingual professional interpreters that are required for the SDAC meetings.
- Provide interpreters who are equipped to work from home if a studio and AV equipment are not available. (The Webex platform will be used if no AV equipment is available.)
- Offer a 1-hr dry run prior to the meeting dates to test the link and teleconference lines for the simultaneous interpretation.
- Offer a sound check with all active participants 30 minutes before the start of the meetings (usually from 8:30 am to 9:00 am).

## **6.0 DELIVERABLES**

Each Task Authorization will identify the specific deliverables and schedule that the resources must produce and meet.

## **7.0 LANGUAGE OF WORK**

The Contractor resources will conduct simultaneous interpretation in both of Canada's official languages (English into French / French into English).

## **8.0 TRAVEL REQUIREMENTS**

There are no travel requirements associated with this contract.

TBS will not pay any travel or living expenses associated with performing the Work.

## **9.0 LOCATION OF WORK**

The interpreters will be working from an equipped AV studio with the support of qualified technicians in the National Capital Region for on-site, hybrid and virtual meetings. Hybrid meetings are usually held at 90 Elgin Street in Ottawa. If TBS cannot secure an equipped AV studio and technicians, interpreters will be working remotely from their place of business without an AV company and technician.

## **10.0 SECURITY REQUIREMENT**

Protected information will be disclosed via password protected email. A valid security clearance at the level of Reliability is required for all consultants.

**11.0 ACCESSIBILITY**

The Government of Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the Accessible Canada Act, its associated regulations and standards, and Treasury Board Contracting Policy. Procurement documents will specify the accessibility criteria and standards to be met and provide guidelines for the evaluation of proposals with respect to those criteria and standards.

**12.0 REPORTING AND COMMUNICATION**

In addition to the timely submission of all deliverables and fulfillment of obligations specified within the Contract, it is the responsibility of the consultants to facilitate and maintain regular communication with the Project Authority. Status updates, verbal or written, may be requested by the Project Authority over the course of the contract. Communication is defined as all reasonable effort to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the project is progressing well and in accordance with expectations. Communication may include phone calls; electronic mail; teleconference/ video meetings. In addition, the consultants are to immediately notify the Project Authority of any issues, problems or areas of concern in relation to any work completed under the contract as they arise.

**APPENDIX A TO ANNEX A  
TASKING ASSESSMENT PROCEDURE**

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix B to Annex A will be provided to the Contractor. Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.
2. For each proposed new or replacement resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix C of Annex A applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
  - (i) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix D to Annex A, Certifications).
  - (ii) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
  - (iii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this Contract or if the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
  - (iv) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
  - (v) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
  - (vi) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one

project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Appendix C to Annex A to determine each proposed resource's compliance with the mandatory and rated criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not assess any points or consider a mandatory criterion met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will points be allocated or a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.
4. During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may find the quotation to be non-responsive.
5. Only quotations that meet all of the mandatory criteria will be considered for assessment of the point rated criteria. Each resource proposed must attain the required minimum score for the point rated criteria for the applicable Resource Category. If the minimum score for any proposed resource is less than what is required, the Contractor's quotation will be found to be non-responsive.
6. Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.



**APPENDIX B TO ANNEX A**

<b>TASK AUTHORIZATION</b>	
<b>Contractor:</b> <i>(insert contractor name as it appears in contract)</i>	<b>Contract Number:</b> <i>(insert contract number as it appears in contract)</i>
<b>Task Number: 24010TAxx</b> <i>(insert 01, 02 etc)</i>	<b>Date:</b>

<b>Amendment Number &amp; Date:</b>	<b>Reason:</b>
<b>Amendment Number &amp; Date:</b>	<b>Reason:</b>
<i>**insert additional rows as needed</i>	

<b>1. TA Request (For completion by Technical Authority)</b>		
<b>Background/Objective:</b>		
<b>Tasks:</b>		
<b>Deliverables and Associated Schedule:</b>		
<b>Format of Deliverables :</b>		
<b>2. PERIOD OF SERVICES</b>	<b>From:</b> <i>(month, day, year)</i>	<b>To:</b> <i>(month, day, year)</i>
<b>3. Work Location</b>		
<b>4. Other Conditions /Restraints</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Specify:</b>
<b>5. Travel</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Specify:</b>
<b>6. Basis of Payment</b>	<b>Limitation of Expenditure [ ]</b>  <b>Firm Price [ ]</b>	
<b>7. METHOD OF PAYMENT:</b>		
<input type="checkbox"/> Single <input type="checkbox"/> Monthly		
<b>8. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL</b>		
<input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> No Security		
<b>9. BILINGUALISM (if applicable)</b>		
<input type="checkbox"/> English to French <input type="checkbox"/> French <input type="checkbox"/> English  <input type="checkbox"/> French to English		

<b>TA Proposal</b> [For completion by Contractor or Project Authority]				
<b>10. Estimated Cost Contract</b>				
2.3 Consultant Name	PSPC Security File Number	Firm Per Diem Rate	Estimated LoE in days	Total cost
<i>Jane Doe</i>				
<i>**insert additional rows as needed</i>				
<b>Sub-total Professional Fees:</b>				\$
<b>Ontario HST:</b>				\$
<b>Total:</b>				\$
<b>TA Approval</b>				
<b>11. Signing Authorities</b>				
		Signatures of Authorized Representatives	Date	
<b>Name &amp; Title of Individual Authorized to Sign on Behalf of Contractor:</b>				
<b>Name &amp; Title of the TBS Project or Technical Authority</b>				
<b>Name &amp; Title of the TBS Contracting Authority:</b>				
<b>12. Invoicing</b>				
Payment to be made based on receipt of detailed invoices for services rendered, subject to full acceptance by the Project Authority. Total of payments not to exceed the grand total. The supplier should invoice in ¼, ½, ¾ or whole day increments. For example 1.00, 1.25, 1.50 or 1.75 days.				
<b>Invoices must be sent electronically via email to: (to be inserted at time of TA issuance )</b>				
Financial Coding: <i>(To be completed by TBS)</i>				

**APPENDIX C TO ANNEX A  
RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE**

To facilitate resource assessment, Contractors must prepare and submit a response to a **draft Task Authorization** using the tables provided in this Annex. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that Canada can verify this information. The tables should not contain all the project information from the resume. Only the specific answer should be provided.

**1.0 Mandatory Resource Assessment Criteria:**

<p><b>Note to Bidders: This Annex will be completed at Contract Award. The mandatory resource assessment criteria found at Attachment 1 to Part 4, Technical Evaluation Criteria will be inserted here at contract award.</b></p>
---

## **APPENDIX D TO ANNEX A CERTIFICATIONS - TA ISSUANCE**

The Contractor certifies the following:

### **1. CERTIFICATION OF EDUCATION AND EXPERIENCE**

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

### **2. CERTIFICATION OF AVAILABILITY OF PERSONNEL**

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

### **3. CERTIFICATION OF STATUS OF PERSONNEL**

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract Period the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

### **4. CERTIFICATION OF LANGUAGE**

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are fluent in English and French. The individual(s) proposed must be able to:

- communicate at an advanced level in English and French for Comprehension and Written:  
i.e. to review and assess applications, completed written exams and written as described in the following table:
- communicate at an Intermediate level English and French for Oral  
i.e., to communicate with the Project Authority and/or selection panel

**5. CERTIFICATION OF EQUIPMENT – RESOURCE LOCATION OF WORK**

The Contractor certifies that in the event that TBS cannot secure an equipped AV studio and technicians, the interpreters **will** be sufficiently equipped to work remotely from their business location in order to perform the tasks required as indicated in Annex A, Statement of Work.

The Webex platform will be used when translators work remotely from their business location.

\_\_\_\_\_  
**Contractor's Authorized Signatory**

\_\_\_\_\_  
**Date**

**ANNEX B  
BASIS OF PAYMENT**

**A- Contract Period (From Contract Award to March 31, 2028, inclusive)**

During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

**1.0 Professional Fees**

The Contractor will be paid a firm all-inclusive daily rate as follows:

Resource Category	Firm all-inclusive daily Rate (in Cdn \$)
Simultaneous Interpretation Services	\$

**1.1 Definition of a Day/Proration:**

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{number of days worked} = \text{number of hours worked} / 7.5 \text{ hours per day}$$

- (i) All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- (ii) No overtime charges will be authorized under the Contract. All time worked will be compensated according to terms of payment.
- (iii) The supplier must invoice in  $\frac{1}{4}$ ,  $\frac{1}{2}$ ,  $\frac{3}{4}$  or whole day increments. For example 1.00, 1.25, 1.50 or 1.75 days.

**1.2 GST/HST**

- (a) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- (b) The estimated HST is included in the total estimated cost shown on page 1 of this Contract. The estimated HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of HST paid or due.
- (c) All deliverables are F.O.B. Destination, and Canadian Customs Duty included, where applicable.
- (d) The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

**2.0 Total Estimated Cost of Professional Services to a Limitation of Expenditure not to exceed \$ 0.00 plus applicable taxes. (to be inserted at contract award).**

**3.0** There are no travel costs associated with this requirement.



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

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine <b>TBS, Office of the Comptroller General</b>	2. Branch or Directorate / Direction générale ou Direction Internal Audit Sector (IAS)
--	---

3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
--	---

4. Brief Description of Work - Brève description du travail  
Simultaneous interpretation services in both official languages for Small Departments Audit Committee (SDAC) meetings from 2023 to 2026.

5. a) Will the supplier require access to Controlled Goods?  
Le fournisseur aura-t-il accès à des marchandises contrôlées?  No / Non  Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?  
Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?  No / Non  Yes / Oui

6. Indicate the type of access required - Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?  
Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c)  
(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)  No / Non  Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas?  
No access to PROTECTED and/or CLASSIFIED information or assets is permitted.  
Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.  No / Non  Yes / Oui

6. c) Is this a commercial courier or delivery requirement with **no** overnight storage?  
S'agit-il d'un contrat de messagerie ou de livraison commerciales **sans** entreposage de nuit?  No / Non  Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
--	--------------------------------------	---

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>  Not releasable À ne pas diffuser <input type="checkbox"/>  Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>    Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>    Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :
--	---	---

7. c) Level of information / Niveau d'information

PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/> PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> SECRET SECRET <input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/> PROTECTED B PROTÉGÉ B <input type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> SECRET SECRET <input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>
---	---	---

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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
 If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité : **up to Protected B**

No / Non  Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

No / Non  Yes / Oui

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

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

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

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

Special comments:  
 Commentaires spéciaux :

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

10. b) May unscreened personnel be used for portions of the work?  
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

No / Non  Yes / Oui

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

No / Non  Yes / Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

No / Non  Yes / Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

No / Non  Yes / Oui



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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential / Confidentiel	Secret	Top Secret / Très Secret	NATO Restricted / NATO Diffusion Restreinte	NATO Confidential / NATO Confidentiel	NATO Secret	COSMIC Top Secret / COSMIC Très Secret	Protected / Protégé			Confidential / Confidentiel	Secret	Top Secret / Très Secret
											A	B	C			
Information / Assets / Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

**ANNEX D - BID SUBMISSION FORM**

<b>Bidder's full legal name</b>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name	
	Title	
	Address	
	Telephone #	
	Email	
<b>Bidder's Procurement Business Number (PBN)</b> <i>[see the Standard Instructions 2003]</i>		
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
<b>Security Clearance Level of Bidder</b> <i>[include both the CISC security clearance number, level and the date it was granted]</i>		
<b>Security Clearance Level of Bidder's Individual Resources</b> <i>[add additional resources on another page, if required]</i>  i. Name of Individual as it appears on security clearance application:  ii. Level of security clearance obtained and expiry date:  iii. Security Screening Certificate and Briefing Form file number	i.	
	ii.	
	iii.	
On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.		
<b>Signature of Authorized Representative of Bidder</b>		

--	--