

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des soumissions
- TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1/ Noyau 0A1
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Linguistic Services Division / Division des services
linguistiques
PSBID, PWGSC / DIASP,TPSGC
11 Laurier St. / 11, rue Laurier
10C1/Place du Portage, Phase III
Gatineau
Québec
K1A 0S5

Title - Sujet VISUAL INTERPRETATION ASL	
Solicitation No. - N° de l'invitation EN930-13T006/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client EN930-13T006	Date 2014-03-12
GETS Reference No. - N° de référence de SEAG PW-\$\$ZF-524-27288	
File No. - N° de dossier 524zf.EN930-13T006	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-03-26	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Damascene Gasake, Jean	Buyer Id - Id de l'acheteur 524zf
Telephone No. - N° de téléphone (819) 956-1435 ()	FAX No. - N° de FAX (819) 956-2675
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

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001

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Buyer ID - Id de l'acheteur

524zf

CCC No./N° CCC - FMS No/ N° VME

This Solicitation amendment number 001 is raised to include the Request For Proposals document.

The Request For Proposals document is hereby attached.

**ALL OTHER TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSALS
REMAIN THE SAME.**

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PART 1 – GENERAL INFORMATION**1.1 Security Requirement**

There is a security requirement associated with the requirement. For additional information, consult Part 4, Evaluation Procedures and Basis of Selection, and Part 6, Resulting Contract Clauses.

1.2 Statement of Work

The Work to be performed is detailed in Annex A – Statement of Work.

The requirement is for up to 1100 hours that the Contracting Authority may fulfill in part or in its entirety by the awarding of up to two (2) contracts, each up to 550 hours, as follows: up to 275 hours over a one-year initial period and up to 275 hours over a one-year option period.

1.3 Debriefings

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

PART 2 – BIDDER INSTRUCTIONS**2.1 Standard Instructions, Clauses and Conditions**

- 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.
- 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) 2003 (2014-03-01) Standard Instructions – Goods or Services – Competitive Requirements, is incorporated by reference into and forms part of the bid solicitation.
- d) Subsection 5.4 of Standard Instructions 2003 – Goods or Services – Competitive Requirements, is amended as follows:
- e) Delete: sixty (60) days
Insert: (90) calendar days

2.1.1 SACC Manual Clauses**2.2 Submission of Bids**

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time and at the place indicated on page 1 of the bid solicitation.

NOTE: It is at the bidders' discretion to use the Bid Form provided in Annex E, or to use their own form to submit the bid as long as it meets the standards of the Basis of payment set out in Annex B.

2.3 Former Public Servant

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

2.4 Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than (6) calendar days before the bid closing date. Enquiries received after that date may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies 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 the province of **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, the applicable laws specified shall be deemed acceptable to the bidders.

2.6 Basis for Canada's Ownership of Intellectual Property

Canada has determined that any intellectual property rights arising from performance of the Work under the contract will vest in Canada, on the following grounds: the Translation Bureau has opted to own the intellectual property rights in any material subject to copyright that is created or developed as part of the Work, with the exception of computer software or any documentation pertaining to such software.

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- a) Multiple identical bids from the same Bidder will be accepted in response to this bid solicitation.
- b) A bidder may obtain a maximum of two (2) contracts arising from this bid solicitation.

- i. The Bidder must clearly indicate the number of contracts on which it is bidding (maximum of 2).
- ii. By bidding on more than one contract, the Bidder undertakes to perform them concurrently.
- iii. A Bidder who omits to indicate a number of contracts is deemed to bid on a single contract.
- iv. The Bidder must provide the services of one interpreter for each contract on which it is bidding.

3.2 Section I: Financial Bid

- a) Bidders must submit their financial bid in accordance with the Annex B: Basis of Payment set out in Annex B. The applicable taxes' rate must be shown separately.
- b) At their discretion, they may use Annex E to submit their bid. (The use of Annex E is optional).

3.3 Section II: Certifications

- a) Bidders must submit the certifications required under Part 5.
- b) At their discretion, they may use Annex E to submit their bid. (The use of Annex E is optional).

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 financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Financial evaluation

Bidders must submit their financial bid in accordance with the Annex B of the resulting contract: Basis of Payment. The total amount of Applicable Taxes must be shown separately.

4.2 Basis of Selection

4.2.1 Basis of Selection – Lowest Evaluated Price

- a) The Bidder must be registered in the Translation Bureau Inventory of Suppliers and have a Procurement Business Number (PBN) obtained from «Buy and Sell» website.
- b) Responsive bids will be ranked by evaluated price, the responsive bid with the lowest evaluated price being ranked first.
- c) A Contract will be awarded to the responsive Bidder who meets all the conditions of this bid solicitation, starting with the bidder ranked first.

- d) If two or more bids are equal, the Contract will be shared equally among the Bidders who submitted identical bids.
- e) Up to two (2) contracts will be recommended for award under this bid solicitation.

4.3 Security Requirement

- a) The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- b) The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- c) The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- d) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- e) The Contractor/Offeror must comply with the provisions of the:
 - i. Security Requirements Check List and security guide, attached at Annex D;
 - ii. Industrial Security Manual (Latest Edition).

PART 5 – CERTIFICATIONS

- a) Bidders must provide the required certifications and documentation to be awarded a contract.
- b) The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.
- c) The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

5.1 Mandatory Certifications Required Precedent to Contract Award

5.1.1 Integrity Provisions - Associated Information

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

5.1.2 Former Public Servant –Competitive Requirements

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public

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funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

5.1.3 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:

(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - 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.

PART 6- RESULTING CONTRACT CLAUSES

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

6.1 Security Requirement

The following security requirement check list (SRCL) as per Annex D, and related clauses apply and form part of the Contract.

6.2 Statement of Work

The Work to be performed is detailed in Annex A – Statement of Work.

6.3 Service**6.3.1 Cancellation/Reassignment**

Should an assignment be cancelled or modified in total or in part less than two full working days before it is scheduled to take place, the Translation Bureau will endeavour to reassign the Contractor to another event, subject to the following:

- a) if the Contractor is available, Canada will pay, for the replacement assignment, the rate already agreed in the contract for the cancelled original assignment, as well as the remainder of the unused hours, if applicable, of the original assignment;
- b) if the Contractor refuses the replacement assignment or is not available to perform it, the Contractor will not be paid and Canada will be released of any contractual and financial responsibility towards the Contractor regarding the cancelled assignment;
- c) if the Translation Bureau cannot reassign the Contractor when the Contractor is available, Canada will pay the Contractor no more than the hours scheduled for a maximum period of two working days, regardless of the number of days the event was scheduled for;

Should the assignment be cancelled two working days or more before the event is to be held, Canada will be released of any contractual and financial responsibility towards the Contractor regarding the cancelled assignment.

6.3.2 Continuity of service

If a Contractor is *bona fide* unable (due to illness or incapacity) to honour an assignment scheduled pursuant to the contract, the Contractor must arrange to be replaced by a certified contractor registered in the Translation Bureau's Inventory and having the required security clearance. The Contractor must provide his/her replacement with all relevant information pertaining to the assignment and may, at his/her discretion, agree with his/her replacement upon a compensation different than the one provided for in the contract. However, the Contractor agrees to bind his/her replacement by the same conditions by which the Contractor is bound under the Contract. Prior to the start of the assignment, the Contractor must inform the Project Authority (or his/her representative) in writing of the Contractor's intention to be replaced in order to obtain the Project Authority (or his/her representative) consent.

All subcontractors must also fulfill the security requirements.

6.4 Task Authorization

The Work to be performed under the Contract will be on an "as and when requested basis" using Task Authorizations (TA). The Work described in the TA must be in accordance with the scope of the Contract.

6.4.1 Task Authorization Process

6.4.1.1 Assignment Process

The Project Authority and the Contractor will agree on a process for the transmittal of Task Authorizations (TA), which must contain an acknowledgement process and an authorization process. If such a transmittal process is not agreed upon, the Project Authority may use a TA similar to the model given in Annex C

- 1) The Project Authority (or his/her representative):
 - a) communicates normally by email to offer assignments to the Contractor, such email containing all necessary details about the assignment;
 - b) For last minute assignments, the Project Authority (or his/her representative) may rather communicate by phone with the Contractor, provided that he/she also sends the details of the assignment to the Contractor by email;
 - c) Gives the Contractor a deadline for accepting or refusing to perform the assignment.
- 2) The Contractor signifies, within the prescribed deadline, his/her refusal or acceptance to perform the work to the Project Authority (or his/her representative) by email.
- 3) When the Project Authority (or his/her representative), instead, contacts the Contractor by phone, given the short deadline before an assignment – see article 1) a), above – the Contractor must:
 - a) indicate, over the phone and in the given deadline, whether he/she accepts or refuses to perform the assignment; and
 - b) in the case of a refusal, send a written confirmation by email, at the coordinates and in the deadline given by the Project Authority (or his/her representative).
- 4) The Contractor is deemed to have refused the work should the Contractor's confirmation email not be received within the prescribed deadline. The Contractor assumes full responsibility for late deliveries caused by the use of emails.
- 5) The Contractor may refuse up to a maximum of 5% of the total number of hours of the initial period of the contract without penalty and up to a maximum of 5% of the total number of hours without penalty for any optional year, if exercised. The Project Authority (or his/her representative) will advise the Contractor when he/she reaches the 4 % mark. Refusal to perform a task beyond the 5% limit may result in termination for default of said contract. In such a case, the Contractor's name may be removed from the Translation Bureau's approved suppliers list of ASL interpreters until the contract's end date.

6) B9053C (2011-05-16) Task Authorization - Order of Ranking

____ (*the number will be inserted at contract award*) contracts were awarded as a result of Public Works and Government Services Canada bid solicitation number: EN930-13T006/A. The contractors' order of ranking is as follows:

- a) Ranked first: _____
- b) Ranked second: _____

6.4.1.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$ 40,000.00, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and Contracting Authority before issuance.

6.4.1.3 Canada's Obligation – All Work Performed under Task Authorizations

- a) In this clause,
 - i. "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract;
 - ii. "Minimum Contract Value" means 10% of the maximum contract value
- 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 subsection C. 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 in whole or in part for default.

6.4.1.4 Limitation of Expenditure – Cumulative Total of all Task Authorizations

- a) Canada's total liability to the Contractor under the Contract for all approved Task Authorizations, inclusive of any revisions, must not exceed the sum of \$ (*will be inserted at contract award*). Customs duties are included and applicable taxes are extra.
- b) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

6.5 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 \(SACC\) 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.

6.5.1 General Conditions

2010B (2014-03-01) General Conditions – Professional Services (Medium Complexity) applies to and forms part of the Contract.

6.6 Term of Contract

The period of the Contract will begin following acceptance of the Contractor's bid.

6.6.1 Period of Service

The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- a) A one-year initial contract period beginning on the acceptance of the contract's bid. (Target date for start of Contract: April 1, 2014).

During the Initial Contract Period, Canada will not be using the contract from December 22, 2014 to January 9, 2015;

- b) the period during which the Contract is extended, if Canada chooses to exercise any option (if any) set out in the Contract.

During the Option period, Canada will not be using the contract from December 21, 2015 to January 8, 2016 (should the option be exercised).

6.6.2 Option to Extend the Contract:

- a) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by one (1) additional one-year period under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- b) Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority by notice in writing, and will be evidenced, for administrative purposes only, through a contract amendment

6.6.3 Optional Goods and/or Services

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

6.7 Authorities

6.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Jean-Damascène Gasake
Linguistic Services Division
Acquisitions Branch
Public Works and Government Services Canada
Place du Portage III, 10C1
11, Laurier Street, Gatineau, Quebec, K1A 0S5
Telephone: 819-956-1435
FAX: 819-956-2675
E-mail: jean.gasake@tpsgc-pwgsc.gc.ca

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

6.7.2 Project Authority

The Project Authority for the Contract is: *(will be indicated at contract award)*

Name :
Telephone :
Fax :
E-mail :

The Project Authority (or the authorized representative thereof) is the representative of the department or agency for which the Work is being carried out under the Contract and is responsible for all matters concerning the performance of the Work, invoicing and the professional content of the Work carried out under the Contract.

6.8 Payment

6.8.1 Firm Price Task Authorization

In consideration of satisfactory completion by the Contractor of its obligations under the approved TA, the Contractor will be paid the firm price per hour stipulated in the approved TA, as determined in accordance with the Basis of Payment in Annex B. Customs duties are included and GST or HST 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 Project Authority before their incorporation into the Work.

Broadcasting

It is understood that the applicable rate will prevail whether the Contractor's services are broadcasted or not. When there is broadcasting* of the event, the Contractor must provide the required services, whether the Contractor was previously informed or not of the broadcasting.

**Broadcasting: broadcast on television, over the Internet or by videoconference, as well as audio or video recording in any possible format for immediate or future broadcast.*

6.8.2 Method of Payment – Approved TAs

For Work specified in an approved Firm Price TA:

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) the Work delivered has been accepted by Canada.

6.9 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in section 10 of 2010B General Conditions - Professional Services (Medium Complexity).

6.9.1 Additional Invoicing Instructions

- a) Invoices cannot be submitted until all Work identified on the invoice is completed.
- b) Each invoice must refer to the TA number, if applicable, for which the services are being invoiced.
- c) Invoices must be distributed as follows:

The original must be sent to the Project Authority or his or her representative for verification and payment.

6.10 Certifications

Compliance

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

6.11 Applicable Laws

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

NOTE: 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 Canadian province or territory specified and inserting the Canadian province or territory of their choice. If no change is made, the Bidder acknowledges that the applicable laws specified are acceptable

6.12 Priority of Documents

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

- a) The Articles of Agreement;
- b) 2010B (2014-03-01) General Conditions – Professional Services (Medium Complexity);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment
- e) Annex D, Security Requirements Checklist;
- f) The signed Task Authorizations (*Annex C*);
- g) The Contractor's bid dated _____ (*will be added at contract award*).

6.13. SACC Manual Clauses

A9117C (2007-11-30) – T1204 – Direct Request by Client Department

C0711C (2008-05-12) – Time Verification

ANNEX A: STATEMENT OF WORK

A.1 SCOPE OF WORK

For each contract, the provision, on an as-and-when-requested basis, of visual interpretation services [English toward ASL and ASL toward English] of up to 550 hours, as follows: up to 275 hours over a one-year initial period and up to 275 hours over a one-year option period, for the Closed Captioning and Visual Interpretation Service, Interpretation and Parliamentary Translation Directorate (Translation Bureau).

Those services are to be provided as and when requested through Tasks Authorizations (TA), from Monday to Friday, from 8:00 a.m. to 5:00 p.m.* in Victoria/Sidney Region, except for the following statutory holidays: January 1, Good Friday, Easter Monday, Victoria Day, Canada Day, the first Monday of August, Labour Day, June 24, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.

** Pacific Standard Time or Pacific Daylight Saving Time, as applicable.*

For each contract, the Contractor must provide the services of one interpreter.

Speciality: INT30

A.1.1 SERVICE STANDARDS

The Translation Bureau considers that the provision of interpretation services requires the following number of interpreters:

- a) up to one hour: one interpreter
- b) from one hour to four hours: two interpreters
- c) more than four hours: three interpreters

Translation Bureau guidelines on team size, established over many years of professional practice, ensure optimal quality of service delivery. Based on the workload, the nature of the assignment, the terminology used, the Consumer's interpreting needs, etc., the Translation Bureau may decide to assign a different number of interpreters.

A.1.2 ASSIGNMENT

An assignment corresponds to each time block indicated under the heading «Work Detail» of the TA for which services are provided during the same working day regardless of the fact that the event runs for more than one day or not. If required, the Contracting Authority's representative can allocate the same reference number to more than one assignment when services are provided to the same client over several working days spread over one or several weeks.

In as much as administrative and operational requirements will allow, the TB will endeavour to optimize service delivery conditions. However, the TB reserves the right to assign the number of Contractors, in ASL or any other visual language, it deems necessary to meet the client's needs should more than one language be required during the same assignment. Consequently, Contractors cannot claim any financial compensation should the TB assign a different number of Contractors in one language or another.

A.2 REGION

The work is to be performed in **Victoria/Sidney Region**.

The Translation Bureau considers an assignment to be « local » if it takes place within a 50 km radius of 1230 Government Street, Victoria, British Columbia.

A.3 BASIC REQUIREMENT

Bidders must be registered in the Translation Bureau Inventory of Suppliers and have a Procurement Business Number (PBN) obtained from «Buy and Sell» website.

The interpreting work (assignments) must be performed by interpreters who have received TB Accreditation as ASL Conference Interpreters. Any work performed by interpreters who are not accredited by the TB will result in termination of the contract.

A.4 PROFESSIONAL REQUIREMENTS

- a) The Contractor must ensure that Interpreter performs the duties of their profession impartially, since the role of the interpreter is to facilitate communication, not to provide counsel. Interpretation is a professional and confidential service. The Contractor must treat as confidential, during as well as after the performance of work under the contract, any information to which the Interpreter becomes privy.
- b) The Contractor must also report to the Project Authority (or his/her representative) any particular request from a client or any information passed along by a client that can affect the delivery of services provided as part of the current assignment or any other future assignment.
- c) In addition to having a very good knowledge of Canadian current events and how the federal government works, the Contractor must demonstrate a very high degree of flexibility with respect to scheduling and the demands of the work, be capable of working as part of a team and of maintaining good interpersonal relations and maintain a well-groomed appearance in keeping with the nature of the workplace.
- d) One or two days prior to the assignment, the Contractor must get in touch with the Client or one of the Contact Persons in order to confirm assignment information (date, time, location, etc.). The Contact Persons names will be determined from event to event, and given to the Contractor by the Project Authority (or his/her representative).

Contractors must arrive at assignment location early enough to allow for security or building access procedures, to familiarize themselves with the work environment, etc.

A.5 ORDER OF PRIORITY IN ASSIGNMENTS

Should more than one Contract be awarded under the Request for proposal leading to this contract, the method of allocation of assignments will be as follows:

The initial assignment will be offered to the Contractor whose hourly rate is the lowest, as per the conditions of the established contracts under the Request for proposal. The value of the assignment will be subtracted from the total dollars allocated to that Contractor. Each subsequent assignment will be assigned to the Contractor with the greatest balance of allocated funds.

Should the selected Contractor refuse an assignment under his/her Contract, the next Contractor, under the same process, will be offered the assignment.

A.6 BASIS OF PAYMENT

The Contractor will be paid for the number of hours actually worked. Any quarter of an hour that is engaged outside of the assignment scheduled time will be paid in full upon written rationale (email) from the Contractor and can be subject to verification.

A.7 G1005C (2008-05-12) INSURANCE

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.

A.8 A9068C (2010-01-11) SITE REGULATIONS

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

ANNEX B: BASIS OF PAYMENT

B.1 BASIS OF PAYMENT

In consideration of the Work satisfactorily performed in accordance with the Contract, and in accordance with the individual Task Authorizations, the Contractor will be paid in accordance with the following.

B.2 ALL-INCLUSIVE RATES

The firm all-inclusive hourly rates must include all expenditures associated with the delivery of the services required under the Contract, including research, quality assurance, reports, photocopying, courier services, costs and time associated with the receipt and delivery of the documents described in the Statement of Work, membership in professional associations, reference manuals, Internet security and network services and Internet access fees, costs and time associated with quality assurance and certification, training, computers, software, technology upgrades, printing, telephone services and all other related expenditures. No other fees, costs or amounts will be paid.

B.2.1 During Contract Period:

Table 1: Initial contract period of one (1) year				
Period	Description	Quantity	Unit Price	Extended Price
One year from contract award date	ASL Interpretation services Specialty: INT 30	275 Hours	\$ (the amount will be inserted at contract award)	\$ (the amount will be inserted at contract award)
Estimated GST/HST (if applicable)				\$
Total for Initial contract				\$
Table 2: Optional period [one (1) year]				
Period	Description	Quantity	Unit Price	Extended Price
One year from the expiry of the Initial Contract Period	ASL Interpretation services Specialty: INT 30	275 Hours	\$ (the amount will be inserted at contract award)	\$ (the amount will be inserted at contract award)
Estimated GST/HST (if applicable)				\$
Total for Optional Period				\$

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ANNEX C: TASK AUTHORIZATION FORM
(Provided as an example)

TASK AUTHORIZATION NO:

Please confirm your availability for the following assignment by returning the duly completed TA, and that by the, (*time and date will be indicated on the TA*). In the absence of a reply within the prescribed period, you will be deemed to have refused the work (as per the *Assignment Process Clause* of the Contract).

1.0 TASK AUTHORIZATION (TA)			
Contractor:		TA Amendment No:	Contract No:
2.0 WORK DETAIL			
Date:			
Time	From:	To:	
Work location: Department: Title:		Client: Contact: Reference N0: Teamer:	
NOTE: Approximate of participants: Documentation: Security/ Access:			
3.0 DESCRIPTION OF THE TASK / WORK TO BE PERFORMED: As per Annex A –Statement of work as outlined in the contract			
4.0 BASIS OF PAYMENT			
Hourly Rate	No. of hours	Extended Price	
This task is estimated at:			
Check Either Option			
[] The contractor hereby confirm and accept the Task Authorization identified above			
[] The contractor does not accept the Task Authorization identified above for the following reasons: Explain:			
Authorized Contractor Representative to confirm		Name: Title: Date:	
Translation Bureau Representative		Name: Date:	

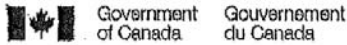
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ANNEX D: SECURITY REQUIREMENTS CHECKLIST

ANNEXE D



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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 Canada	2. Branch or Directorate / Direction générale ou Direction DTP1	
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 Prestation de services d'interprétation visuelle en ASL (American Sign Language)		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non 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"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>
TRÈS SECRET <input type="checkbox"/>		TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>

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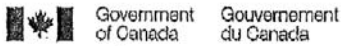
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ANNEXE D



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PART A (continued) / PARTIE A (suite)	
6. 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 :	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> 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"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> SECRET SECRET
	<input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> TOP SECRET TRÈS SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux :	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui

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ANNEXE D



Government of Canada
Gouvernement du Canada

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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 / NAYO DIFFUSION RESTRICTION	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

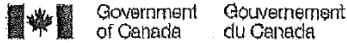
12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? ☒ No / Non ☐ Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? ☒ No / Non ☐ Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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ANNEXE D



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Thibault, Nathalie		Title - Titre Gestioneuse, Sous-triage et interprétation	Signature N. Thibault
Telephone No. - N° de téléphone 613-947-7778	Facsimile No. - N° de télécopieur 613-996-4460	E-mail address - Adresse courriel nathalie.thibault@tpsgc-pwsc.gc.ca	Date 2014/01/20
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Bernard, Nancy-L. Rachelle Forget		Title - Titre SO USO 21	Signature R. Forget
Telephone No. - N° de téléphone 819-956-8703	Facsimile No. - N° de télécopieur 819-934-1449	E-mail address - Adresse courriel nancy.l.bernard@tpsgc-pwsc.gc.ca	Date 4-03-2014
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? <input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Jean-D. GAGNE		Title - Titre Contracting officer	Signature J. Gagne
Telephone No. - N° de téléphone 819 956-1435	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel jean.gagne@tpsgc-pwsc.gc.ca	Date 11 mars 2014
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name / Paul Lepinski		Signature Paul Lepinski	
Telephone Agent à la Sécurité des contrats Contract Security Officer Secteur de la Sécurité industrielle Industrial Security Sector Paul.Lepinski@tpsgc-pwsc.gc.ca Téléphone : 613 957-1294		E-mail address / Adresse courriel	Date 10-MAR-2014

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**Annex E: Bid
EN930-13T006/A**

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E.1 BID FORM [Optional (see article 3.1 b) and article 3.2 b) of Part 3)]

INITIAL PERIOD (one year)	HOURLY RATE	TOTAL (excluding GST/HST)	APPLICABLE GST/HST (if any)
Up to 275 hours	\$	\$	___%

(A)

OPTIONAL PERIOD 1 (one year)	HOURLY RATE	TOTAL (excluding GST/HST)	APPLICABLE GST/HST (if any)
Up to 275 hours	\$	\$	___%

(B)

THE TOTAL VALUE OF THE BID, GST/HST EXCLUDED, IS \$ _____
[Sum of (A) and (B)]

The bidder is bidding on _____ contract (s) [Maximum of two (2) contracts]

A bidder who omits to indicate a number of contracts is deemed to bid on a single contract.

APPLICABLE LAWS

The contract will be interpreted and governed by the laws in force in the province of **Ontario**.

NOTE: 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 Canadian province or territory specified and inserting the Canadian province or territory of their choice. If no change is made, the Bidder acknowledges that the applicable laws specified are acceptable.

E.2 CERTIFICATION

Bidders must submit a complete list of all individuals who are directors of the bidder (see "Integrity Provisions Certification") and must submit the other certifications found below.

- a) If those certifications are not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certifications will render the bid non-responsive.
- b) Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract;
- c) The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

E.3 INTEGRITY PROVISIONS – CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

- a) Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

COMPLETE LIST OF BIDDER'S DIRECTORS	
1	4
2	5
3	6

- b) The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form* – PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

E.4 A3025T (2013-07-10) FORMER PUBLIC SERVANT – COMPETITIVE REQUIREMENTS

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

E.4.1 Definitions:

- a) 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:

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

E.4.2 Former Public Servant in Receipt of a Pension:

- a) As per the above definitions, is the Bidder a FPS in receipt of a pension?
Yes () No ()
- b) If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:
- i. name of former public servant;
 - ii. date of termination of employment or retirement from the Public Service.
- c) 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.

E.4.3 Work Force Adjustment Directive:

- a) Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force adjustment directive? **Yes () No ()**
- b) If so, the Bidder must provide the following information:

- i. name of former public servant;
 - ii. conditions of the lump sum payment incentive;
 - iii. date of termination of employment;
 - iv. amount of lump sum payment;
 - v. rate of pay on which lump sum payment is based;
 - vi. period of lump sum payment including start date, end date and number of weeks;
 - vii. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- c) For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

E.5 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - BID CERTIFICATION REQUIRED PRECEDENT TO CONTRACT AWARD

- a) 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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.
- b) Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

The bid must contain no condition.

Any condition, whatsoever, will render the bid non-responsive.

We hereby offer to sell and/or provide to Canada, in accordance with the conditions set out herein, the services listed in section 3 entitled "Work" and on any other page attached hereto, at the price(s) indicated.

BIDDER'S NAME (IN BLOCK LETTERS):

BIDDER'S SIGNATURE

DATE

PHONE NUMBER