

**RETURN BIDS TO:
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Bid Receiving/Réception des soumissions

Atlantic Canada Opportunities Agency | Agence de promotion économique du Canada Atlantique
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**REQUEST FOR STANDING OFFER
(RFSO)**

**DEMANDE D'OFFRES À COMMANDES
(DOC)**

Proposal to: Atlantic Canada Opportunities Agency

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 to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : l'Agence de promotion économique du Canada atlantique

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 appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).



Title – Sujet Remote Simultaneous Interpretation Services		Date July 16, 2021
Solicitation No. – N° de l'invitation P2200156		
Client Reference No. - No. de référence du client		
Solicitation Closes – L'invitation prend fin At / à : 3 :00pm ADT (Atlantic Daylight Time) / 15 :00 HAA (Heure avancée de l'Atlantique) On / le : July 30, 2021 / 30 juillet, 2021		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à Email – courriel: tenders-soumissions@acoa-apeca.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
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 (taper ou écrire en caractères d'imprimerie)		
Signature	Date	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 INTRODUCTION	4
1.2 SUMMARY	4
1.3 DEBRIEFINGS.....	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
PART 2 - OFFEROR INSTRUCTIONS	6
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	6
2.2 SUBMISSION OF OFFERS	6
2.3 FORMER PUBLIC SERVANT	6
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	9
2.5 APPLICABLE LAWS.....	9
2.6 BID CHALLENGE AND RECOURSE MECHANISMS	9
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	10
3.1 OFFER PREPARATION INSTRUCTIONS.....	10
3.2 ACCESSIBILITY.....	11
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	12
4.1 EVALUATION PROCEDURES	12
4.2 BASIS OF SELECTION.....	12
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	13
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	13
PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	15
A. STANDING OFFER	15
6.1 OFFER	15
6.2 SECURITY REQUIREMENTS	15
6.3 STANDARD CLAUSES AND CONDITIONS	15
6.4 TERM OF STANDING OFFER.....	15
6.5 AUTHORITIES	15
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	16
6.7 IDENTIFIED USERS	16
6.8 CALL-UP PROCEDURES	16
6.9 CALL-UP INSTRUMENT	17
6.10 LIMITATION OF CALL-UPS.....	17
6.11 FINANCIAL LIMITATION	17
6.12 PRIORITY OF DOCUMENTS	18
6.13 CERTIFICATIONS AND ADDITIONAL INFORMATION	18
6.14 APPLICABLE LAWS.....	18
6.15 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	18
B. RESULTING CONTRACT CLAUSES	19
7.1 STATEMENT OF WORK.....	19
7.2 STANDARD CLAUSES AND CONDITIONS	19
7.3 TERM OF CONTRACT	19
7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	19
7.5 PAYMENT	19
7.6 INVOICING INSTRUCTIONS.....	20

7.7	INSURANCE	21
7.8	DISPUTE RESOLUTION	21
ANNEX "A"	22
STATEMENT OF WORK		22
ANNEX "B"	25
BASIS OF PAYMENT		25
ANNEX "X" TO PART 3 OF THE REQUEST FOR STANDING OFFERS	27
ELECTRONIC PAYMENTS INSTRUMENTS		27
ANNEX "D" TO PART 4 OF THE REQUEST FOR STANDING OFFERS	28
EVALUATION CRITERIA		28

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, 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 Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments and any other annexes

1.2 Summary

- 1.2.1** ACOA requires the services of a Contractor to provide remote simultaneous interpretation services for upcoming virtual events on an “as and when requested” basis.
- 1.2.2** The requirement is subject to a preference for Canadian *services*.
- 1.2.3** The requirement is limited to Canadian *services*.

1.3 Debriefings

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

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting

Solicitation No. - N° de l'invitation
P2200156
File No. - N° du dossier
P2200156

Buyer ID - Id de l'acheteur
gleblanc

Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

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

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

[M0019T](#) (2007-05-25), Firm Price and/or Rates

2.2 Submission of Offers

Bids must be submitted only to **ACOA HO Bid Receiving contact** by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Former Public Servant

See following page

Former Public Servant Certification

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

Definitions

For the purposes of this document:

"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.

Section 1 - Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder/Offeror/Supplier a FPS in receipt of a pension?

Yes No

If not, please proceed to Section 3.

If so, the Bidder/Offeror/Supplier must provide the following information, as applicable, for all FPS in receipt of a pension, and proceed to Sections 2 and 3:

Name of Former Public Servant:	Date of Termination of Employment or Retirement From The Public Service:
---------------------------------------	---

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

Section 2 - Work Force Reduction Programs

Is the Bidder/Offeror/Supplier a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

Yes No

If not, please proceed to Section 3.

If so, the Bidder/Offeror/Supplier must provide the following information, and proceed to Sections 3:

Name of Former Public Servant:		
Conditions of the Lump Sum Payment Incentive:		
Date of Termination of Employment:	Amount of Lump Sum Payment:	Rate of Pay on which Lump Sum Payment is Based:
		\$ /Week
Period of Lump Sum Payment:		
Start Date:	Completion Date:	Weeks:
Other Contracts Subject to the Restrictions of a Work Force Reduction Program:		
Contract Number:	Contract Amount (Professional Fees):	
	\$	
	\$	
	\$	
Total:		\$

Section 3 – Certification

This is to certify that the information entered in previous sections is complete and accurate.

Entity Name:	
Signature	Date

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors 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) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that offerors submit its Standing Offer electronically, and that the Offeror submit its Standing Offer in a single transmission.

The offer must be gathered per section and separated as follows:

Section I: Technical Bid (1 soft PDF copy by e-mail)
Section II: Financial Bid (1 soft PDF copy by e-mail)
Section III: Certifications (1 soft PDF copy by e-mail)

Section I: Technical Bid

In their technical bid, offerors should demonstrate their understanding of the requirements contained in the solicitation and explain how they will meet these requirements. Offerors 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 Standing Offer will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Offerors must submit their financial bid in accordance with the Pricing Schedule in Annex B.

The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

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

3.1.1 Payment of Invoices by Credit Card

Canada requests that offerors complete one of the following:

- 1) select option 1 or, as applicable, option 2 below; and
- 2) include the selected option in Section II of their bid, after having completed it (as applicable).

The Offeror is not obligated to accept payment by credit card. Acceptance or credit cards for payment of invoices will not be considered as an evaluation criterion.

Option 1:

Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card(s) will be accepted:

MasterCard

Option 2:

Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

3.2 Accessibility

In accordance with the Treasury Board Contracting Policy and the Accessible Canada Act, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, offerors are encouraged to highlight all the accessibility features and components of their proposal for this Statement of Work (SOW) and must:

- (i) demonstrate how the offeror's proposed goods and/or services meet the accessibility requirement at delivery; or
- (ii) describe how the offeror would deliver its goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine if there are two or more offers with a valid Canadian Content certification with the offers coming from two or more Offerors that are not affiliated within the meaning used in the [Competition Act](#), R.S.C., 1985, c. C-34. In that event, only those offers with a valid certification will be eligible to be issued a standing offer; otherwise, all offers will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that offers are non-responsive or withdrawal of offers by Offerors, that there are no longer two (2) or more responsive offers with a valid certification, then all responsive offers will be eligible to be issued a standing offer. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Annex D - Evaluation Criteria

4.1.2 Financial Evaluation

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price - Offer

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. Responsive offers will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](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 Additional Certifications Required with the Offer

SACC Manual clause: [A3025T](#) (2020-05-04) Former Public Servant – Competitive Bid (Provide the Former Public Servant Certification Form, Part 2, Section 2.3, page 8-9)

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

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

5.2.1 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 Offeror 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 - Standing Offer Certification

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

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

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [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.

6.3.1 General Conditions

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of Standing Offer to March 31, 2022.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two additional one-year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Contact Name: Gary LeBlanc
Department Name: Atlantic Canada Opportunities Agency
Telephone: 902-497-0850
E-mail address: tenders-soumissions@acoa-apeca.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

6.5.3 Offeror's Representative

Contact Name: _____
Telephone: _____
Facsimile: ____ - ____ - ____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Atlantic Canada Opportunities Agency.

6.8 Call-up Procedures

1. The Identified User through its Contracting Authority will proceed as follows to issue a Call-up Against the Standing Offer:

-
- (a) All Call-ups against a Standing Offer can be made with any qualified Offeror. ACOA does not guarantee that any selected Standing Offer Holder will be awarded a Call-Up. Call-up(s) are issued on an as-and-when required basis.
 - (b) The responsibility for Offeror selection for any specific Call-up lies solely with the Identified User.
2. Call-ups will be issued to the Standing Offer Holder for products in accordance to Annex "A"
 3. The Offeror must not undertake any of the specified Work unless and until a Call-up against a Standing Offer is issued by the Identified User. The total price specified in the Call-up must not be exceeded without the specific written authorization of the Identified User.

6.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$2,000 (Applicable Taxes included).

6.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$84,000 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Evaluation Criteria
- i) the Offeror's offer dated _____ (*insert date of offer*).

6.13 Certifications and Additional Information

6.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

6.14 Applicable Laws

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

6.15 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010C](#) (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 2010C 13 (2018-06-21) Interest on Overdue Accounts, of [2010C](#) (2020-05-28), General Conditions - Services (Medium Complexity) *will not apply to payments made by credit cards.*

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2022 inclusive.

7.3.2 Delivery Date

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

7.3.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional one year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in contract for a cost of \$ _____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

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.

7.5.2 Limitation of Expenditure

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

7.5.3 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.6 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a copy of time sheets to support the time claimed;
- a copy of the release document and any other documents as specified in the Contract;

- Invoices must be distributed as follows:
- The original and one (1) copy must be forwarded to the Project Authority identified at section 6.5.2 for certification and payment.

7.7 Insurance

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

7.8 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

Remote Simultaneous Interpretation (SI)

1.0 Purpose

1.1 Objective

ACOA requires the services of a Contractor to provide remote simultaneous interpretation services for upcoming virtual events on an "as and when requested" basis.

1.2 Background

In this unprecedented time of social distancing due to COVID-19, ACOA anticipates organizing an increasing number of virtual events. The virtual format of these events make them easier for media from all regions, representing both official languages, to attend. It is the Government of Canada's responsibility to ensure that information is available in both official languages and that the language rights of members of the public (including media) are respected. Therefore, it is incumbent upon ACOA to offer simultaneous interpretation to ensure to meet official languages obligations as it relates to communications with and services with the public. Given the unpredictability of the virus, it is anticipated that the need for remote SI will continue to be high through to March 2022. Note that as the pandemic evolves and safety measures ease, it is possible that the demand for virtual events will decrease along with the need for SI as representatives may favour intimate events in their communities.

2.0 Requirements

2.1 Scope of Work

The Contractor must provide remote simultaneous interpretation services for various events based on source material, which can be provided in advance, upon request.

Events vary in length, from approximately 30 to 90 minutes, depending on the nature (funding event vs. roundtable discussion) and the number of questions. They are delivered in either English or French only, or a combination of both.

2.2 Tasks

The Contractor must provide interpreter(s) who has/have:

- Computer with a solid internet connection, preferably hard wired to the modem to minimize connectivity issues;
- Headset with built in microphone; and
- Basic level of understanding of Zoom

Should the event be bilingual, the interpreter will be expected to be able to switch back and forth from French to English as needed.

2.3 Deliverables and Acceptance Criteria

The delivery dates and specific details of each event will be confirmed within the Call-up and will be sent via email from the Project Authority/Contracting Authority.

ACOA will contact the Contractor to request an estimate for a specific event, detailed in an email. Some of the details found in the email will be (but not limited to) the following: date, time, language of delivery, the number of speakers and participants, as well as any other technical requirements for a specific event. The Contractor will then provide a quote within 48 hours.

Interpreter(s) must:

- Be fluent in both official languages;
- Be Certified/Accredited;
- Be knowledgeable in a wide variety of subjects and terminology related to government priorities; and
- Interpret (translate) what is being said simultaneously, in 'real-time' as it is being spoken.

The interpreter must take part in sound/mic checks that usually take place 15 minutes prior to the start of the event. On occasion – for higher profile events – a quick dry run may be scheduled in the days leading up to the event.

Upon request, the Contractor must be able to provide a recording of the interpretations. ACOA records every virtual event.

2.4 Language of Work

Correspondence with the Contractor must be in either of the two official languages. The spoken language will be either English, French or bilingual. The interpreters are expected to be fluent in both official languages.

2.5 Security Requirements

There are no security requirements for this contract.

2.6 Travel Requirements

No travel and living arrangements are anticipated under this contract.

2.7 Location of the Work

All work must be done remotely / virtually.

Personnel assigned to the contract must be ready to work in close contact, via telephone, emails or a platform like Zoom/MS Teams, with the Project Authority and other departmental personnel.

2.8 Support Provided by Canada

ACOA will provide the Contractor with access to:

- a staff member who will be available to coordinate activities and logistical support
- documentation such as speaking points, presentations and scenario notes prior to each event

ACOA's lead officer coordinating logistics for each event will:

- Monitor the event's main feed (Floor), video and audio transmission to ensure best possible quality;
- Intervene where applicable;
- Provide client support to all participants before and during the events, sharing good practices to avoid AV technical issues when working in a remote situation;
- Share internet link (URL) to logon to the event (Floor).

2.9 Special Requirements and/or Constraints

ACOA is aware of the challenges that may arise during virtual events (poor connectivity, lag in audio or video, etc.) ACOA expects the Contractor to do its part in ensuring the best quality possible in the delivery of the simultaneous interpretation.

Although ACOA works with participants to help provide the best possible audio, ACOA cannot guarantee the overall quality of video and audio signals.

Loss of video and/or audio feed could occur due to:

- bandwidth issues from the participants in the event;
- technical limitations from the software available due to the remote situation;
- participants' lack of knowledge or comfort with the platform used.

While ACOA will provide the best available supports to help mitigate potential issues from arising, we cannot ensure that participants will follow the advice and guidance provided.

The bandwidth of the participants – some of which are located in rural and remote communities – is beyond ACOA's control; therefore, the Agency cannot guarantee a seamless event for interpreters and participants. ACOA is not responsible for the interpretation system used by interpreters in a remote situation.

2.10 Cancellation

ACOA shall have the right to cancel remote SI services for an event, with or without cause, at any time upon twenty-four (24) hours prior written notice to the contractor. There shall be no penalty for such cancellation.

2.11 Confidentiality

The Contractor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of information. They shall provide information only to employees having a need to know such information in the performance of their duties for this project. Information made available to the Contractor by the Government of Canada for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of ACOA.

ANNEX "B"
BASIS OF PAYMENT

TABLEAU 1: Initial period of contract award to March 31, 2022 inclusive				
	Description	All-inclusive fixed Hourly Rate A	Volumetric Data (estimated) B	Total A x B
1	Proposed Resource(s) Name(s): _____ _____ _____	\$ _____	720* hours	\$ _____
Evaluated Price (applicable taxes excluded)				\$ _____
Applicable Taxes - HST (15%)				\$ _____
Total				\$ _____

TABLE 2: First optional period from April 1, 2022 to March 31, 2023 inclusive				
	Description	All-inclusive fixed Hourly Rate A	Volumetric Data (estimated) B	Total A x B
1	Proposed Resource(s) Name(s): _____ _____ _____	\$ _____	720* hours	\$ _____
Evaluated Price (applicable taxes excluded)				\$ _____
Applicable Taxes - HST (15%)				\$ _____
Total				\$ _____

TABLE 3: Second optional period from April 1, 2023 to March 31, 2024 inclusive				
	Description	All-inclusive fixed Hourly Rate A	Volumetric Data (estimated) B	Total A x B
1	Proposed Resource(s) Name(s): _____ _____ _____	\$ _____	720* hours	\$ _____
Evaluated Price (applicable taxes excluded)				\$ _____
Applicable Taxes - HST (15%)				\$ _____
Total				\$ _____

Contractor will be paid a minimum of one hour should the event be less than 60 minutes.

*For Administrative purposes only: It is important to note that we are estimating 720 hours for the entire Agency, therefore it is divided between the accepted Offerors. This does not limit or guarantee the amount of business that an Offeror can conduct with the Agency, under the Standing Offer.

ANNEX "X" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENTS INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);

ANNEX “D” to PART 4 OF THE REQUEST FOR STANDING OFFERS

EVALUATION CRITERIA

1. The Proposals **MUST** meet all of the following mandatory requirements. The Proposals must be supported by proper and adequate detail, particularly where a mandatory item requires supporting evidence. Those not meeting all of these mandatory requirements will be given no further consideration.
2. The mandatory evaluation criteria are:

ATTENTION BIDDER: PLEASE INCLUDE THE TABLE BELOW AND WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW.

<u>CRITERIA</u>		Cross Reference to Proposal (page #)	FOR EVALUATION PURPOSES	
			MET/NOT MET	COMMENTS
M1	The Bidder MUST provide Proposed Resource(s) to provide Simultaneous Interpretation Services in both official languages (English and French). A CV must be submitted for its Proposed Resource(s).			
M2	Interpreter(s) must be Certified/Accredited by a provincial or territorial association affiliated with the Canadian Translators, Terminologists and Interpreters Council (CTTIC). A scanned copy of the certification for each proposed resource must be submitted as part of the technical bid.			

M3	<p>The Proposed Resource MUST provide a brief listing (500 words or less) of a minimum of 5 events where they provided Simultaneous Interpretation services in the last 5 years.</p> <p>The description must include:</p> <ul style="list-style-type: none">• Name of client organization and date of service (month and year)• Tasks performed and outcome• Client contact name, title, email address/telephone number			
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