

Medium Complexity Bid Solicitation and Resulting Contract Template (MC)

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Part 1 – General Information

1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. For additional information on security requirements, Bidders should refer to the [Contract Security Program of Public Works and Government Services Canada](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2 Statement of Work

The Work to be performed is detailed at Annex "A".

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

a) References to Public Works and Government Services Canada (PWGSC) are replaced by Crown Indigenous Relations and Northern Affairs Canada (CIRNAC);

b) Subsection 3. a. of Section 01 Integrity Provisions – Bid of the Standard Instructions [2003](#) incorporated by reference above are deleted in their entirety and replaced with the following:

Insert:

3.

a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

c) Section 03 is amended as follows:

Delete: "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16"

d) Section 05, Subsection 2, is amended as follows and renumbered accordingly:

Delete: d. "send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation. The facsimile number and related instructions for bids transmitted by facsimile are provided in section 08";

Insert: d. send its bid only to the Bid Receiving Address specified on page 1 of the bid solicitation;

Delete: e. "ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid"

e) Section 05, Subsection 4 is amended as follows:

Delete: 60 days

Insert: 180 days

- f) Section 08 is amended as follows:

Delete: Subsections 1 - 2

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

- g) Section 12, Subsection 1 is amended as follows and renumbered accordingly:

Delete:

- a. "the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
- b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform";

- h) Section 17, Subsection 1 c) is revised as follows:

- c) the name of the representative of the joint venture who will be named as the Lead Member in any resulting contract, i.e. the member chosen by the other members to act on their behalf, if applicable;

- i) Section 17, Subsection 3 is amended as follows:

Delete: "The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract."

Insert: "The bid must be signed by all the members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract."

- j) Section 20, is amended as follows:

Delete: Subsection 2.

2.2 Submission of Bids

Bids (and any amendments thereto) must be submitted only by Email to Crown Indigenous Relations and Northern Affairs Canada (CIRNAC) Bid Receiving Address by the date and time indicated on page 1 of the bid solicitation. CIRNAC will not assume responsibility for bids (and

any amendments thereto) directed to any other locations. Bids submitted by any other means will not be accepted.

2.2.2 The total size of the Email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the Email does not exceed this limit.

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

2.2.3 Email Submissions

In the Email containing their proposal, Bidders must clearly identify the RFP number in the Subject Line and must clearly identify the following in the body of the Email:

- **Contracting Authority: Wei-Min Ma**
- **Closing Date: December 6, 2019**
- **Bidder's Name and Address**
- **"Tender Documents Attached"**

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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement](#)

Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid electronically in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

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

- Section I: Technical Bid, electronic copy, in PDF format
- Section II: Financial Bid, electronic copy, in PDF format
- Section III: Certifications, electronic copy, in PDF format
- Section IV: Additional Information, electronic copy, in PDF format

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

The method of invoice payment by Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) is by direct deposit to the Contractor's financial institution of choice.

3.1.2 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.2.1 As indicated in Part 1 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

- 3.1.2.2** The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1, Security Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

		Offer Ref. Pg. #	MET	NOT MET
M1	The Bidder must hold a valid certification in Canada's Translation Services Standard (CAN/CGSB131.10-2008 or CAN/CGSB131.10-2017) or be a certified member of a Canadian Provincial Association of Translators. Copy of the certification must be provided with the bid.			
M2	The Bidder's proposed resource(s) must have a minimum of five (5) years demonstrated experience in delivering English to French translation services (calculated at the closing date of the RFP).			
M3	The Bidder's proposed resource(s) must have a minimum of five (5) years of demonstrated experience of delivering French to English translation services (calculated at the closing date of the Request for Proposal RFP)			
M4	The Bidder's proposed resource(s) must have a minimum of five (5) years of demonstrated experience in delivering editing services (as of the closing date of this RFP).			
M5	The Bidder's proposed resource(s) must have provided editing and translation services on at least each of the following types of documents: <ol style="list-style-type: none"> 1. Departmental Plans; 2. Departmental Results Report; One sample of each of the final products must be provided with the bid.			

4.1.2 Financial Evaluation

The bidder must complete this pricing schedule and include it in its financial bid. The Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all-inclusive fixed rate for each of the categories identified.

	Period 1 Initial Contract	Period 2 Option Year 1	Average Rates (in CAD \$)

Category	Award to 2 year later		(C=[A+B]/2)
	(To be identified at contract award)	(To be identified at contract award)	
	(A)	(B)	(C)
Translation Services – Regular	\$	\$	\$
English to French or French to English			
Translation Services – Urgent	\$	\$	\$
English to French or French to English			
Editing Services – Regular	\$	\$	\$
French or English			
Editing Services – Urgent	\$	\$	\$
French or English			
Total Average Rate			\$

Ford bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

4.2 Basis of Selection

A0031T (2010-08-16) Basis of Selection - Mandatory Technical Criteria

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

In the event that more than one (1) Offeror has the same lowest evaluated price, the Bidder that has the most demonstrated years of experience in delivering English to French and French to English translation services (calculated as of the closing date of this Request for Proposal) will be recommended for award of contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual Clause A03005T (2010-08-16) Status and Availability of Resources

5.2.3.2 Education and Experience

SACC Manual Clause [A3010T](#) (2010-08-16) Education and Experience

5.2.3.3 Certifications – Contract

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 term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its 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.

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 Requirements

6.1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under the Contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Reliability Status** for the Contractor, authorized resources and sub-contractors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must EACH, hold a valid Security Screening at the level of **Reliability Status**.
3. The Contractor and its personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization's premises until written permission of the security in contracting team of the Department of Indigenous Services Canada (ISC). After authorization has been granted, these tasks may be performed up to the level of **Protected B**.
5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
6. The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information until written permission of the security in contracting team of the Department of ISC. After authorization has been granted, these tasks may be performed up to the level of **Protected B**.
7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of the Department of ISC
8. Any substitute or alternate resource proposed for this contract:
 - a. must be approved by the Departmental Representative; and
 - b. must hold a valid GOC Security Screening at the level **Reliability Status** before gaining access to designated information or assets.
9. Under the contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
10. The contract only has force or effect for as long as the Security Screening at the level of **Reliability Status** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work be suspended or revoked, the contract shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.
11. The Contractor must comply with the provisions of the:

- a. Security Requirements and Agreement attached as Annex____; and
- b. Policy Government Security (Latest Edition)

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010B](#) (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by Crown Indigenous Relations and Northern Affairs Canada (CIRNAC); and
- b) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 2 – Standard Clauses and Conditions.

- c) Section 10, Subsection 1 is amended as follows:

Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

- d) Section 10, Subsection 2 , paragraph a. is amended as follows:

Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)".

Insert: "the contract title and number, the date, deliverable/description of the Work and financial code(s)".

6.3.2 Supplemental General Conditions

[4007](#) (2010-08-16) - Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information applies to and forms part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to two years later. **(TO BE IDENTIFIED AT CONTRACT AWARD)**

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year one 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 15 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Wei-Min Ma
Title: Procurement Officer
Organization: Department of Indian Affairs and Northern Development
Address: 10 Wellington St. Gatineau, Quebec K1A 0H4
Telephone: 819-997-3711
Facsimile: 819-953-7721
E-mail address: Wei-Min.Ma@canada.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.

6.5.2 Project Authority (TO BE IDENTIFIED AT CONTRACT AWARD)

The Project Authority for the Contract is:

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

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the

Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

Name: _____
Telephone: ____ ____ _____
Facsimile: ____ ____ _____
Email 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: 2012-2](#) of the Treasury Board Secretariat of Canada.

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 must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

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

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.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment at Annex "B".

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed **\$ (TO BE IDENTIFIED AT CONTRACT AWARD)**. Customs duties are not 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 percent committed, or
 - b. four (4) 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.

6.7.3 Method of Payment (Multiple Payments)

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

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

6.7.4 Electronic Payment of Invoices – Contract

The method of invoice payment by Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Crown-Indigenous Relations and Northern Affairs Canada Electronic Payment Request form (http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20545_1362495227097_eng.pdf), and submit the form to the address provided.

6.7.5 T1204 – Direct Request By Customer Department

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

6.8 Invoicing Instructions

1. 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. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of **(TO BE IDENTIFIED AT CONTRACT AWARD)**.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) ;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex X, Security Requirements Check List;
- (g) the Contractor's bid dated **(TO BE IDENTIFIED AT CONTRACT AWARD)**.

6.12 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: **(TO BE IDENTIFIED AT CONTRACT AWARD)**.

6.13 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

6.14 Insurance – No Specific Requirement

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.

ANNEX "A"

STATEMENT OF WORK

SW1 TITLE

English to French and French to English Translation and Editing Services

SW2 BACKGROUND

- Departmental Plan (DP) provides details on departmental priorities by strategic outcomes, programs, expected results and related resource requirements for the upcoming fiscal year and two subsequent years. The DP is tabled by the President of Treasury Board in Parliament in the spring.
- The Departmental Results Report (DRR), which covers the most recently completed fiscal year, is tabled by the President of Treasury Board in Parliament in the fall. This Report provides detail on actual results achieved against department's plans, priorities and expected results set out in the Departmental Plan.
- DPs and DRRs are produced following Treasury Board Secretariat (TBS) instructions and guidance as well as respecting the *Official Languages Act*.
- DPs and DRRs are tabled in the House of Commons and are available online for all Canadians.

SW3 OBJECTIVE

The objective is to acquire translation and editing services. The following Work must be in accordance with the scope of the Contract. The services are required on regular and/or urgent basis.

- plain language editing, including rephrasing/redrafting where necessary, of the original documents;
- translation of the original documents from English to French;
- translation of the original documents from French to English
- concordance revision between the final French and the final English versions;
- translation and editing of various documents on a regular and urgent basis;

SW4 SCOPE OF WORK

4.1 Definitions

- 4.1.1 **Hours of availability:** Are defined as Monday to Friday, 8:00 a.m. to 5:00 p.m., with the exception of statutory holidays.
- 4.1.2 **Statutory Holidays:** For the purpose of this contract, a statutory holiday means: New Year's Day; Good Friday; Easter Monday; Victoria Day; Fete Nationale Jean Baptiste Day; Canada Day; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; and Boxing Day.

4.1.3 **Regular Request for Translation or Editing Services:** Delivery period as per 5.1.1

4.1.4 **Urgent Request for Translation or Editing Services:** Delivery period as per 5.1.2

4.2 Requirements

4.2.1 The service provider must be aware of Treasury Board of Canada Secretariat instructions and guidelines.
The service provider must be familiar with the content and the format of the Departmental Plan, Supplementary Information Tables and Departmental Results Report.
The service provider must be available to respond within a short turn-around to any requests associated with the contract (ex. Emails).

4.2.2 **The Contractor will be responsible for translating and editing various documents,** including, but not limited to, the following:

Types of Documents	English Estimated Final Word Count (based on previous work)	French Estimated Final Word Count (based on previous work)
Crown-Indigenous Relations and Northern Affairs Canada Departmental Plan (including Supplementary Information Tables)	27,000	30,000
Crown-Indigenous Relations and Northern Affairs Canada Departmental Results Report (including Supplementary Information Tables)	27,000	30,000

The inclusion of volumetric data does not represent a commitment by Canada. Canada's future estimated usage of the services will be identified in the resulting contract.

SW5 RESPONSE TIME AND EXPECTATIONS

5.1 Response time:

5.1.1 Regular request are expected to be processes and delivered within 5 business days.

5.1.2 Urgent request are expected to be processes and delivered within 24 hours..

5.2 Client Expectations:

5.2.1 The English and French editing will be done by one editor to ensure consistency and clarity of language and syntax, while respecting the common government language.

5.2.2 The English and French editor will also provide a challenge function and ask questions when the English or French wording is not clear or inaccurate based on the latest literature available. For example, among other things, the English and French editor will:

- correct grammar;
- delete redundancies;
- spell out acronyms when they are only used once or twice within the same section (then, for example, acronyms may be replaced with "the program" or "the initiative");

- eliminate acronyms in parentheses if it has already been defined previously within the same section;
- ensure that capitalization of letters occurs correctly and consistently;
- fix problem sentences;
- sharpen the vocabulary;
- restructure paragraphs/sentences as necessary;
- verify web links, Indigenous community names, titles such as acts, regulations, policies and initiatives, etc;
- give the document a common voice.

5.2.3 The translation will be done using common and standardized language specific to government.

5.2.4 The review of the English or French translation will be done by one person. The review will aim to ensure the consistency of the translation, while respecting the common government language.

5.2.5 The concordance of the final documents will be done to ensure the final products match.

SW6 DELIVERABLES

English and French version of documents provided by the department that are professionally translated in plain language, edited and fully reviewed.

SW7 TECHNICAL SPECIFICATIONS

Documents shall be exchanged between the Contractor and the department on an encrypted USB key or by email if the classification allows it, in Word, Excel, PowerPoint or other similar software in order to be able to copy and paste into other types of documents.

SW8 WORK LOCATION

The work shall be performed at the Contractor's own place of business.

The work shall be delivered to the department's office located in Gatineau (QC).

The translator or editor may be required to come to the department's offices while the Contractor's IT security clearance is pending inspection with Public Service and Procurement Canada Security Branch.

SW9 DEPARTMENTAL SUPPORT

The department will assist the Contractor with the following information:

- Draft documents to be edited, translated, and fully reviewed;
- Access to any other materials relevant to these services.

ANNEX "B"

BASIS OF PAYMENT

Category	Period 1 Initial Contract Award to 2 year later (To be identified at contract award) (A)	Period 2 Option Year 1 (To be identified at contract award) (B)
	Translation Services – Regular English to French or French to English	\$
Translation Services – Urgent English to French or French to English	\$	\$
Editing Services – Regular French or English	\$	\$
Editing Services – Urgent French or English	\$	\$
Contract Amount for Period 1 and 2:	\$ (TO BE IDENTIFIED AT CONTRACT AWARD)	
Applicable Taxes (GST, HST, PST):	\$ (TO BE IDENTIFIED AT CONTRACT AWARD)	
TOTAL FOR PERIOD 1 AND 2:	\$ (TO BE IDENTIFIED AT CONTRACT AWARD)	

ANNEX "C"

SECURITY REQUIREMENT CHECK LIST

Affaires autochtones et Développement du Nord Canada / Aboriginal Affairs and Northern Development Canada

Contract Number / Numéro du contrat
1000213479
 Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région
 Direction générale de la planification de la recherche et de la statistique

2. Contract type / Type de contrat
 Non-Competitive / Non-compétitif Competitive / Compétitif

3. Brief Description of Work / Brève description du travail
 RCAAAC et SAC ont besoin de services de production et de révision pour les plans ministériels et les rapports sur les résultats ministériels.

4. Contract Amount / Montant du contrat: 270000\$

5. Contract Start and End date / Date de début et de fin du contrat
 À la signature: to / au 31 décembre 2021

6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement):

7. Will the supplier require / Le fournisseur aura-t-il:

7.1 access to PROTECTED and/or CLASSIFIED information or assets?
 accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS? No Yes
 Non Oui

7.2 an access card to AANDC premises?
 besoin d'une carte d'accès aux bureaux d'AANDC? X No Yes
 Non Oui

7.3 access to the departmental computer network?
 accès au réseau informatique du Ministère? X No Yes
 Non Oui

If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)

PART B - SAFEGUARDS ON SITE / COMPANY / PARTIE B - MESURES DE PROTECTION À L'EXTÉRIEUR (COMRAGUE)

PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS

8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises?
 Le fournisseur aura-t-il tenu de recevoir/entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS? No Yes
 Non Oui

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

9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information?
 Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles? No Yes
 Non Oui

9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties?
 Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/des le/des Ministère ou avec d'autres parties? X No Yes
 Non Oui

If yes, specify: / Si oui, spécifiez:

a) Email transmission / Transmission par courriel électronique: No Yes
 Non Oui

b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc): No Yes
 Non Oui

c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix): No Yes
 Non Oui

9.3 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*? X No Yes
 Non Oui

* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone) / Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/téléfax sécurisé)

10. SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	Please refer to question / Veuillez vous référer à la question	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		
		A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP-SECRET / TRÈS SECRET
Information Assets / Renseignements sensibles	7.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information Assets (off site) / Renseignements sensibles (hors site)	8	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Information Assets (off site) / Renseignements sensibles TI (hors site)	9.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Information - e-mail / Transmission TI - courriel	9.2 a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Information - other / Transmission TI - autre	9.2 b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Remote Access to Network / Connexion à distance au réseau	9.2 c)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PART C - PERSONNEL / PARTIE C - PERSONNEL

11.1 Personnel Security Screening Level Required: N/A / Non requis Reliability / Fiabilité Confidential / Confidentiel Secret Top Secret / Très secret

11.2 May unscreened personnel be used for portions of work? No / Non Yes / Oui N/A / Non requis

12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? No / Non Yes / Oui

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
1000213479
 Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme
 Name (print) - Nom (en lettres majuscules): **Mark Paine** Title - Titre: **Acting Director** Signature: *[Signature]*

Telephone No. - N° de téléphone: **819-997-2932** Facsimile No. - N° de télécopieur: [] E-mail address - Adresse courriel: **mark.paine@canada.ca** Date: **19 June 2019**

14. Organization Security Authority / Responsable de la sécurité de l'organisme
 Name (print) - Nom (en lettres majuscules): **SANDRA FITZGERALD** Title - Titre: **Senior Contracting Officer** Signature: *[Signature]*

Telephone No. - N° de téléphone: **819-953-0055** Facsimile No. - N° de télécopieur: [] E-mail address - Adresse courriel: **sandra.fitzgerald@canada.ca** Date: **Oct 23 2019**

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement
 Name (print) - Nom (en lettres majuscules): **WEI-MIN MA** Title - Titre: **SENIOR PROCUREMENT OFFICER** Signature: *[Signature]*

Telephone No. - N° de téléphone: **819-997-3711** Facsimile No. - N° de télécopieur: [] E-mail address - Adresse courriel: **wei-min.ma@canada.ca** Date: **Oct 1, 2019**

17. Contracting Security Authority / Autorité contractante en matière de sécurité
 Name (print) - Nom (en lettres majuscules): **Alexandre Pare-Montreuil** Title - Titre: **Manager, Security Operations** Signature: *[Signature]*

Telephone No. - N° de téléphone: **819-997-3767** Facsimile No. - N° de télécopieur: [] E-mail address - Adresse courriel: **alexandre.pare-montreuil@canada.ca** Date: **2019-10-23**

TBS/SCT 350-100(2004-12)

Security Classification / Classification de sécurité

NCR611238224 - v1