#### Bureau du surintendant des institutions financières Canada

## Request for Proposal #20210476

# RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Office of the Superintendent of Financial Institutions Canada *Email* : contracting@osfi-bsif.gc.ca

Bureau du surintendant des institutions financières Canada Courriel : contracting@osfi-bsif.gc.ca

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Comments - Commentaires** 

### Proposal To: The Office of the Superintendent of Financial Institutions Canada

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, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

- The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
- 2. This bid is valid for the period requested in the bid solicitation;
- 3. All the information provided in the bid is complete, true and accurate; and
- If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

### Proposition au : Bureau du surintendant des institutions financières Canada

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

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

- le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
- cette soumission est valide pour la période exigée dans la demande de soumissions;
- 3. tous les renseignements figurant dans la soumission sont complètes, véridiques et exacts; et
- si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

Title - Sujet		Amendment No. – Modification N°					
Simultaneous Interpretation Services		001					
Sollicitation No. – N° de l'invitation		Date					
20210476		2021-10-18					
Solicitation Closes L'invitation prend fin		Time Zone Fuseau horaire					
at – à	02:00 PM - 14h00	Eastern Standard Time					
on – le	November 8, 2021 8 novembre 2021	(EST) Heure normal de l'Est (HNE)					
	D.D.P – Delivery Duty Paid Plant-Usine: Destination: Other-Autre:						
	inquiries to – Adresser toute d ements à :	emande de					
Chris Zar	emba						
E-mail –	Courriel						
contractin	g@osfi-bsif.gc.ca						
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#### Amendment no. 1 is raised to:

- a. Amend the closing date on 1st page of RFP; and
- b. Add a Task Authorization Process.

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1. At Article 8, Work Authorization Process:

**DELETE:** In its entirety

**INSERT:** 

#### 8 Task Authorization

#### 8.1 Task Authorization Process

- 1. The Contracting Authority will provide the Contractor with a description of the task using the Task Authorization Form specified in Annex E.
- The Task Authorization (TA) will contain the details of the activities to be performed, a description
  of the deliverables, and a schedule indicating completion dates for the major activities or
  submission dates for the deliverables. The TA will also include the applicable basis(bases) and
  methods of payment as specified in the Contract.
- 3. The Contractor must provide the Contracting Authority, within 2 working days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### 8.2 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means \$10,000.00.

- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### 8.3 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd guarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 5 calendar days after the end of the reporting period.

#### **Reporting Requirement- Details**

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

#### For each authorized task:

- the authorized task number or task revision number(s);
- a title or a brief description of each authorized task;
- the total estimated cost specified in the authorized Task Authorization (TA) of each task, iii. exclusive of Applicable Taxes;
- ίV. the total amount, exclusive of Applicable Taxes, expended to date against each authorized
- the start and completion date for each authorized task; and ٧.
- the active status of each authorized task, as applicable. νi.

#### For all authorized tasks:

- the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- the total amount, exclusive of Applicable Taxes, expended to date against all authorized ii. TAs.

#### 2. At Article 9, Payment:

**DELETE:** In its entirety

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#### **INSERT:**

#### 9 Payment

#### 9.1 Basis of Payment

Office of the Superintendent of

Financial Institutions Canada

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the ceiling price specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

#### 9.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum set out on page one of the Contract. Customs duties are included and applicable taxes are extra.
- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - i. when it is 75 percent committed, or
  - ii. four (4) months before the contract expiry date, or
  - iii. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

4. 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

#### 3. At Article 10.2:

**DELETE:** In its entirety

#### INSERT:

10.2 Invoices must be distributed as follows:

- a) One (1) copy must be forwarded to the address specified in each TA for certification and payment.
- b) One (1) copy must be forwarded to the email contracting osfi-bsif.gc.ca.

#### 4. At Article 13, Priority of Documents:

**DELETE:** In its entirety

**INSERT:** 

#### 13. 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) 2010C (2020-05-28) General Conditions Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Direct Deposit Enrolment Form;
- (g) Annex E, Task Authorization Form;
- (h) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award).

#### 5. <u>INSERT:</u>

#### **ANNEX E - TASK AUTHORIZATION FORM**

TASK AUTHORIZATION						
Contractor:		Contract I	Contract Number:			
Task Number:	Date:	Date:				
TA Request (For completion by Technical Authority)						
1. Description of Work to be Performed						
2. DATE OF SERVICES	Date: Date					
3. PERIOD OF SERVICES	From:	Time	To:	Time		
3. Invoice To:	Address	•	·			
4. Acceptance By:	Name and Title					
TA Proposal [For completion by Contractor]						
9. Estimated Cost Contract < Insert	1					
Name of Proposed Resource	Language of Interpretation	Firm Hourly Rate	Estimated # of Hours	Total cost		
	□English to French □French to English			\$		
	□English to French □French to English			\$		
Professional services estimated cost			Total	\$		

## Bureau du surintendant des institutions financières Canada

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HST	\$
Grand Total	\$

TA Approval					
10. Signing Authorities					
Name, Title and Signature of Individual Authorized to Sign on	Contractor	Date			
Behalf of Contractor					
Name, Title and Signature of Individual Authorized to Sign on		Date			
Behalf of OSFI					
11. Basis of Payment & Invoicing					
In Accordance with the article entitled "Basis of Payment" in the Contract.					

Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project Authority. Total of payments not to exceed the grand total.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.