



RETURN BIDS TO:

Canadian Nuclear Safety Commission (CNSC)

Send by email to:

solicitation-demandedesoumission@cnsccsn.gc.ca

REQUEST FOR PROPOSAL (RFP)

Proposal to: Canadian Nuclear Safety Commission (CNSC)

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 thereof.

Issuing office:

Canadian Nuclear Safety Commission
280 Slater St.
Ottawa, Ontario
Canada K1P 5S9

Instructions:

Municipal taxes are not applicable.

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, and must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item.

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT

Title: Virtual Simultaneous Interpretation Services	
Solicitation no.: 5000066031/A	Date: March 21, 2022
File no.	
Solicitation closes: March 31, 2022, At 4:00p.m. EDT	
Address inquiries to:	
Telephone no.:	Fax no.:
Email: solicitation-demandedesoumission@cnsccsn.gc.ca	

Destination: See herein	
Supplier name and address:	
Telephone:	
Fax:	
Name and title of person authorized to sign on behalf of supplier (type or print):	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

1.2 SUMMARY

The Canadian Nuclear Safety Commission requires the services of a federal government accredited, professional and high quality simultaneous interpreters from French to English or from English to French, if required. The simultaneous interpretation services is to be provided during videoconference meetings (e.g., Zoom or any other similar platform) for a Public Hearing from May 31 to June 18, 2022.

1.3 DEBRIEFINGS

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to solicitation-demandedesoumission@cnsccsn.gc.ca within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

A de-brief is intended to:

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

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

1.4 SECURITY REQUIREMENTS

There is no security requirement applicable for this requirement.

1.5 TRADE AGREEMENTS

This requirement is subject to the provisions of The Canadian Free Trade Agreement (CFTA).



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 \(2020-05-28\) Standard Instructions – Goods or Services – Competitive Requirements](#) are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- delete section 02 in its entirety;
- in section 03, delete “Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16),”
- delete subsection 2d of section 05, Submission of Bids in its entirety;
- revise subsection 4 of section 05, Submission of Bids, as follows:

Delete: “Bids will remain open for acceptance for a period of not less than 60 days from the closing date of the bid solicitation,”

And replace with: “Bids will remain open for acceptance for a period of not less than 180 days from the closing date of the bid solicitation”.
- in sections 06 and 07

Delete: “PWGSC”

Replace with: “CNSC”
- delete section 8, Transmission by Facsimile or by epost Connect, in its entirety.
- delete subsections 1a and 1b of section 12, Rejection of Bid, and replace with:

a) Bidders are advised that the CNSC reserves the right to consider, as part of its evaluation, any unsatisfactory performance in a previous or current project performed by the bidder, proposed subcontractor or individual proposed resource either on contract or under previous CNSC employment.

b) Additionally, bidders shall take note that once awarded, the performance of the contractor during and upon completion of the work shall be evaluated by the CNSC. The evaluation may include all or some of the following criteria: quality of deliverables, timeliness of completion of the work, project management, contract management, and cost. Should the contractor's performance be considered unsatisfactory, the contractor may be declared ineligible for future CNSC contracts.
- add the following paragraphs to section 18, Conflict of Interest – Unfair Advantage:

Conflict of Interest – Performance of the Work



- a. The CNSC reserves the right to review real, potential or apparent conflict(s) of interest. Bidders must disclose any of their activities related to the subject of the statement of work that are licensed by the CNSC. Bidders are also required to disclose any involvement in previous, current or planned work undertaken for a CNSC licensee that is or may be related to the subject of the statement of work. Such activities or work are not in themselves grounds for rejection; however, proposals to review previous work contributed by the bidder on behalf of a CNSC licensee, and proposals to make recommendations affecting the CNSC licensing decisions in which the bidder has a financial or non-financial interest may be rejected.
 - b. Bidders must address in detail, in their submitted bids, any real, potential or apparent conflict(s) of interest they may encounter while performing the work, and must substantiate which measures they are taking to prevent the conflict(s). If in doubt about a particular situation, bidders may contact the Contracting Authority before bid closing. The CNSC reserves the right to reject any bids in which a real, potential or apparent conflict of interest exists.
- Delete subsection 2 of section 20, Further Information, in its entirety.

With the exception of sections 1 and 21 of the [2003 \(2020-05-28\) Standard Instructions – Goods or Services – Competitive Requirements](#), all references to "Canada", "Crown", "Her Majesty", "the Government" or "the Minister" means or is replaced by the Canadian Nuclear Safety Commission and its presiding Minister as appropriate.

Wherever there is a discrepancy between information in this request for proposal and the provisions of the 2003 (2020-05-28) Standard Instructions, the information in this request for proposal document shall supersede the information of the 2003 (2020-05-28) Standard Instructions.

2.2 SUBMISSION OF BIDS

- a. Bids must be submitted only to CNSC e-mail address: solicitation-demandedesoumission@cnsccsn.gc.ca, by the date and time indicated on page 1 of the bid solicitation.
- b. Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.
- c. Given that bids will be received by email, a confirmation of receipt of bid will be sent to the Bidder by the CNSC. CNSC is limited to individual emails of a maximum size of 15 MBs.
- d. Due to the nature of the bid solicitation, bids transmitted by facsimile to CNSC will not be accepted.

2.3 FORMER PUBLIC SERVANT

See [Part 5 – Certifications](#) and [Part 7 - Resulting Contract Clauses, section 7.6](#) for more information.

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

2.4 ENQUIRIES – BID SOLICITATION

All enquiries must be submitted in writing to solicitation-demandedesoumission@cnsccsn.gc.ca **no later than five (5) 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 inquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the CNSC to provide an accurate answer. Technical inquiries 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 the CNSC determines that the inquiry is not of a proprietary nature. The CNSC may edit the questions or may request that the bidder do so, so that the proprietary nature of the question is eliminated, and the inquiry can be answered with copies to all bidders. Inquiries not submitted in a form that can be distributed to all bidders may not be answered by the CNSC.

2.5 APPLICABLE LAWS

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

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

2.6 BID CHALLENGE AND RECOURSE MECHANISMS

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

a. Canada requests that bidders provide their bid in separate sections as follows:

- i. Section I: Technical Bid (1 email copy)
- ii. Section II: Financial Bid (1 email copy)
- iii. Section III: Certifications (1 email copy)
- iv. Section IV: Additional Information (1 email copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

NB: Please note that CNSC is limited to individual emails of a maximum size of 15 MBs.

3.2 SECTION I: TECHNICAL BID

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

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

3.3 SECTION II: FINANCIAL BID

Bidders must submit their financial bid in Canadian funds and in accordance with the Pricing Schedule found in [Attachment 1 of Part 3](#).

3.4 SECTION III: CERTIFICATIONS

Bidders must submit the certifications required under [Part 5](#) that have not been included in the Technical Bid.

3.5 SECTION IV: ADDITIONAL INFORMATION

In Section IV of their bid, bidders should provide:

1. their legal name;
2. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid.



ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, 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 hourly rate (in Can \$) for each of the resource categories identified.

The rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

- Work described in Part 6, Resulting Contract Clauses, of this bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the [National Capital Act](#), R.S.C. 1985, c. N-4, S.2.
- travel between the successful bidder's place of business and the NCR; and
- the relocation of resources

To satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Description of Service	Quantity	Estimated number of Hours (A)	All inclusive firm Hourly rate per interpreter (B)	Total Evaluated Price (C) C= A x B
Simultaneous Interpretation Services	6 interpreters	1,080 hours	\$ _____/hr	\$ _____

Note: Applicable Taxes are extra



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory technical criteria

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by bidders to meet any of the mandatory requirements will render the bidder's proposal non-responsive. The treatment of mandatory requirements in any procurement process is absolute.

Proposers must meet all the mandatory requirements described below. This will be evaluated as either "Yes" or "No". Proposals not receiving "Yes" for any mandatory requirement will not be considered further.

Interpretation Services – Mandatory Criteria			
Item	Description	Compliant Yes/No	Reference to Bidder's Proposal (page #)
MT1	<p>The Bidder must demonstrate that they can provide quality Simultaneous Interpretation Services to their clients.</p> <p>To meet this criterion, the Bidder must demonstrate that it has participated in a minimum of five (5) non moderated Zoom* interpretation assignments (English to French and French to English) for any level of government or private organizations. The experience must have been accumulated within the past thirty six (36) months.</p> <p>To meet this mandatory criterion, the bidder must provide the following information:</p> <ul style="list-style-type: none">• Names of the five (5) events.• References for the 5 events (contact name, organization, telephone number and email address), that can attest to the professional capabilities of the company and its past performance in supplying the services. <p>*Non moderated Zoom environment calls for an environment that is not located in an Audio Visual Studio (Interpretation Booths) but remote</p>		



	location using only the interpreters device.		
MT2	<p>The Bidder must propose six (6) interpreters who will be used to render services for this requirement. Each of the proposed interpreters must have 2 years of experience in English and French simultaneous interpretation. At least one (1) of the years of experience must have been accumulated in a non-moderated Zoom environment.</p> <p>The Bidder must demonstrate this experience by providing the résumés for each resource.</p>		
MT3	<p>The Bidder must demonstrate that all proposed interpreters must have a relevant degree (i.e. language/communication/translation) from an accredited Canadian institution, or a recognized equivalent.</p> <p>Proof of education (and foreign credential assessment, if applicable) must be submitted with the Bid for each interpreter. Visit www.cicic.ca for a list of organizations that provide equivalency assessments</p> <p>AND</p> <p>The Bidder must demonstrate that each of the six (6) proposed interpreters are accredited by/members of one or more of the following organizations (or equivalent) as indicated:</p> <ul style="list-style-type: none">• Federal Bureau of Translation accreditation• AIIC (International Association of Conference Interpreters) member• Member of one of the provincial associations/orders representing translators and interpreters (ATIO, OTTIAQ, etc.) <p>Proof of certification must be submitted with the bid for each interpreter.</p>		

4.1.1.2 Point-Rated technical criteria

Each Technical Proposal which meets all the Mandatory Requirements will be evaluated and scored in accordance with the point rated technical evaluation criteria provided below.



A proposal with a score less than the specified minimum total for technical compliance criteria will be considered non responsive, and eliminated from the competition. To be considered responsive, a bid must obtain the required minimum overall points.

Interpretation Services – Point Rated Criteria			
Item	Description	Max Points Available	Reference to Bidder's Proposal (page #)
RT1	<p>Points will be awarded to each proposed interpreter for years of demonstrated experience in addition to MT1.</p> <p>Per resource:</p> <p>1 year to 2 years = 1 points 2+ years to 3 years = 2 points 3+ years to 4 years = 3 points 4+ years to 5 years = 4 points 5+ years to 6 years = 5 points 6+ years to 7 years = 6 points 7+ years to 8 years = 7 points 8+ years to 9 years = 8 points 9+ years to 10 years = 9 points 10+ years = 10 points</p>	<p>60 points</p> <p>Resource 1 = 10 points Resource 2 = 10 points Resource 3 = 10 points Resource 4 = 10 points Resource 5 = 10 points Resource 6 = 10 points</p>	
RT2	<p>Demonstrated experience interpreting for administrative tribunals and/or science based organizations</p> <p>1 point will be awarded for each project demonstrating this experience (up to a maximum of 5 points) to each proposed resource.</p>	<p>30 points</p> <p>Resource 1 = 5 points Resource 2 = 5 points Resource 3 = 5 points Resource 4 = 5 points Resource 5 = 5 points Resource 6 = 5 points</p>	

4.1.2 Financial Evaluation

For 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](#) of this bid solicitation.

The price of the bid will be evaluated in Canadian dollars, with Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 BASIS OF SELECTION

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit (60%) and Price (40%)

4.2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;



- (b) meet all the mandatory evaluation criteria; and
 - (c) obtain the required minimum of **45 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **90 points**.
- 4.2.1.2 Bids not meeting 4.2.1.1(a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
- 4.2.1.3 The lowest evaluated price (LEP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): $PS_i = LEP / EP_i \times 40$. PS_i is the evaluated price (EP) of each responsive bid (i).
- 4.2.1.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMS_i = OS_i \times 60$. OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria, determined as follows: total number of points obtained / maximum number of points available.
- 4.2.1.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: $CR_i = PS_i + TMS_i$.
- 4.2.1.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd



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

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 Integrity declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 CERTIFICATIONS AND INFORMATION REQUIRED PRECEDENT TO CONTRACT AWARD

The required certifications and additional information below should be submitted with the bid but may be submitted afterwards. If the required certifications and additional information are not submitted with the bid, the Contracting Authority will inform the Bidder of a time frame within which they must be submitted by the Bidder. Failure to provide the required certifications and additional information within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<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 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 FPS in receipt of a pension, as applicable:

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

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

Former Employee of CNSC/AECB

Is the Bidder or the Bidder's employee(s) or proposed resource(s) a former CNSC/AECB (Canadian Nuclear Safety Commission/Atomic Energy Control Board) employee?

Yes () No ()

Work Force Reduction Program

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

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;



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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

5.2.4 Status and Availability of Resources

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

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

5.2.5 Education and Experience

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

5.3 CERTIFICATIONS

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

Signature of Bidder's Authorized Representative

Date



PART 6 - RESULTING CONTRACT CLAUSES

It is understood that the procurement of services for the Canadian Nuclear Safety Commission (CNSC) falls under the provisions of the *Nuclear Safety and Control Act*, S.C. 1997, c. 9.

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

6.1 SECURITY REQUIREMENTS

There is no security requirement applicable to the Contract.

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 \(SACC\) Manual](#) issued by Public Works and Government Services Canada.

With the exception of the Integrity Provisions of the General Conditions, all references to "Canada", "Crown", "Her Majesty", "the Government" or "the Minister" in the clauses and conditions included herein, including those incorporated by reference, shall mean Her Majesty the Queen in right of Canada as represented by the Canadian Nuclear Safety Commission and its presiding Minister as appropriate.

6.3.1 General Conditions

[2010C \(2021-12-28\) General Conditions – Services \(medium complexity\)](#) apply to and form part of the Contract.

The text under Section 24 – Conflict of Interest and Values and Ethics Codes for the Public Service, of General Conditions 2010C referenced above is replaced by:

- i. The contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act* (S.C. 2006, c. 9, s. 2) the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Sector*, the *Treasury Board Policy on People Management and Directive on Conflict of Interest*, the *CNSC Values and Ethics Code*, the *CNSC Conflict of Interest and Post-Employment Policy*, the *CNSC Directive on Reporting and Managing Financial Conflicts of Interest* and/or all other codes of conduct applicable within specific federal organizations cannot derive any direct benefit resulting from the contract.
- ii. Contractors, subcontractors, or any of their respective employees working full-time on CNSC premises must comply with the *Values and Ethics Code for the Public Sector*, the *Treasury Board Policy on People Management and Directive on Conflict of Interest*, the *CNSC Values and Ethics Code*, the *CNSC Conflict of Interest and Post-Employment Policy* and the *CNSC Directive on Reporting and Managing Financial Conflicts of Interest*.
- iii. Post-employment procedures apply to individuals who have left the public sector.
- iv. The *CNSC Values and Ethics Code*, *CNSC Conflict of Interest and Post-Employment Policy* and the *CNSC Directive on Reporting and Managing Financial Conflicts of Interest* can be found at <http://www.nuclearsafety.gc.ca/eng/about-us/values-and-ethics/index.cfm>.

6.4 TERM OF CONTRACT

6.4.1 Period of the Contract



The period of the Contract is from contract award date to 18 June, 2022 inclusive.

6.5 AUTHORITIES

6.5.1 Contracting Authority

The Contracting Authority for the Contract is: *(To be inserted at contract award)*

Name: _____
Title: _____
Telephone: _____
E-mail address: _____

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

The Project Authority for the Contract is: *(To be inserted at contract award)*

Name: _____
Title: _____
Telephone: _____
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 *(To be inserted at contract award)*

Name: _____
Title: _____
Telephone: _____
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 PAYMENT

6.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of.

\$_____ *(To be inserted at contract award)*. Customs duties are included and Applicable Taxes are extra.

6.7.1.1 Limitation of Expenditure



1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ { *To be inserted at contract award*}. Customs duties are included 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.

6.7.2 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

6.7.3 Electronic Payment of Invoices

The contractor accepts to be paid using the Direct Deposit (Domestic and International) Electronic Payment Instrument.

6.7.4 T1204 – Information Reported by Contractor (A9116C – 2007-11-30 - modified)

1. Pursuant to paragraph 221 (1)(d) of the [Income Tax Act](#), R.S.C. 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 the following information prior to signature of the contract:
 - a. the legal name of the contractor, i.e. the legal name associated with its business number or social insurance number (SIN), as well as its address and postal code;
 - b. the status of the contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
 - c. the business number of the contractor if the contractor is a corporation or a partnership and the SIN if the contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the contract must provide its SIN;
 - d. in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.



3. The information must be sent to the contracting authority. If the information includes a SIN, the information should be provided in an envelope marked "Protected".

6.7.5 Discretionary Audit C0705C (2010-01-11)

1. The following are subject to government audit before or after payment is made:
 - a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
 - b. The accuracy of the Contractor's time recording system.
 - c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
 - d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

6.7.6 Payment by Direct Deposit

1. Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in [2010C \(2021-12-28\) General Conditions – Services \(medium complexity\)](#) forming part of this Contract.
2. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority a Direct Deposit Enrolment Form, which is available on demand.
3. It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Direct Deposit Enrolment Form is up to date. Should the Contractor's information within the Direct Deposit Enrolment Form not be accurate or up to date, the provisions identified herein under (Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in [2010C \(2021-12-28\) General Conditions – Services \(medium complexity\)](#) forming part of this Contract will not apply, until the Contractor corrects the matter.

6.7.7 C2000C (2007-11-30) Taxes - Foreign-based Contractor (if applicable)

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.



6.8 INVOICING INSTRUCTIONS

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" in the General Conditions.
2. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
3. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
4. The original and one (1) copy must be forwarded to the following address for certification and payment.

Canadian Nuclear Safety Commission
Finance Division
P.O. Box 1046, Station B
Ottawa, ON
Canada K1P 5S9

Or submitted electronically at: finance@cnsccsn.gc.ca

6.9 CERTIFICATIONS

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 Ontario.

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 General Conditions [2010C \(2021-12-28\) General Conditions – Services \(medium complexity\)](#);
- (c) [Annex A, Statement of Work](#);
- (d) [Annex B, Basis of Payment](#);
- (e) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*), as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

6.12 FOREIGN NATIONALS

[SACC Manual Clause A2000C \(2006-06-16\) Foreign Nationals \(Canadian Contractor\)](#)

OR

[SACC Manual Clause A2001C \(2006-06-16\) Foreign Nationals \(Foreign Contractor\)](#)



6.13 INSURANCE

[SACC Manual clause G1005C \(2016-01-28\), Insurance – No Specific Requirement](#)

6.14 COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, POLICIES, AND RULES

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.15 DISPUTE RESOLUTION

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

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.

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.

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

1. Title

The Canadian Nuclear Safety Commission (CNSC) requires virtual interpretation services for a Public Hearing from May 31 to June 18, 2022.

2. Objective

The Canadian Nuclear Safety Commission (CNSC) has a requirement for the provision of Simultaneous Interpretation services, from English to French or French to English, from May 31 to June 18, 2022. The requirement includes virtual interpretation.

3. Scope of work

- 3.1 Up to six (6) interpreters to deliver simultaneous interpretation of live/synchronous presentations and panel discussions while using commercial web-conferencing systems (Zoom or MS Teams).
- 3.2 Simultaneous interpretation that must be in Canadian French-to-English and English-to-Canadian French or both, depending on the nature of the presentation.
- 3.3 Interpreters that are accredited/certified by a recognized Canadian/Provincial/Territorial accreditation authority for providing conference interpretation services in both Canadian Official Languages.

4. Deliverables and Schedule

The Contractor must provide simultaneous interpretation services for proceedings hosted by the CNSC on the following schedule:

Deliverables	Timelines
Day 1 – Interpretation Services (6 Interpreters)	May 31, 2022
Day 2 – Interpretation Services (6 Interpreters)	June 1, 2022
Day 3 – Interpretation Services (6 Interpreters)	June 2, 2022
Day 4 – Interpretation Services (6 Interpreters)	June 3, 2022
Day 5 – Interpretation Services (6 Interpreters)	June 4, 2022
Day 6 – Interpretation Services (6 Interpreters)	June 5, 2022
Day 7 – Interpretation Services (6 Interpreters)	June 6, 2022
Day 8 – Interpretation Services (6 Interpreters)	June 7, 2022
Day 9 – Interpretation Services (6 Interpreters)	June 8, 2022
Day 10 – Interpretation Services (6 Interpreters)	June 9, 2022
Day 11 – Interpretation Services (6 Interpreters)	June 10, 2022
Day 12 – Interpretation Services (6 Interpreters)	June 11, 2022
Day 13 – Interpretation Services (6 Interpreters)	June 12, 2022
Day 14 – Interpretation Services (6 Interpreters)	June 13, 2022



Day 15 – Interpretation Services (6 Interpreters)	June 14, 2022
Day 16 – Interpretation Services (6 Interpreters)	June 15, 2022
Day 17 – Interpretation Services (6 Interpreters)	June 16, 2022
Day 18 – Interpretation Services (6 Interpreters)	June 17, 2022
Day 19 – Interpretation Services (6 Interpreters)	June 18, 2022

5. Government Furnished Equipment and Information

The subject matter of proceedings frequently involves the use of specialized technical and scientific language and deals with issues specific to the CNSC. CNSC will provide the Contractor with a glossary of terms, as well as all available speaker's notes to assist in interpretation.

6. Location of Work

The services will be delivered virtually via Zoom or MS Teams platform provided by the CNSC. The CNSC will act as the host, and the Contractor is responsible for integrating into each session remotely.

7. Travel Requirements

There is no travel expected in the conduct of the work.



ANNEX B - BASIS OF PAYMENT

A. Contract Period - From Contract Award Date to June 18, 2022.

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract. All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable.

1.0 Professional Fees

The Contractor will be paid all-inclusive fixed time rates as follows:

Description of Service	All Inclusive Fixed Hourly Rate
Simultaneous Interpretation Services in a non-moderated Zoom environment as per Annex A - Statement of Work	\$_____/hr

Total Estimated Cost of Professional Fees: \$_____(insert amount at contract award)

2.0 Total Estimated Cost- Contract Period: \$ _____ (insert amount at contract award)

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in the Contract.