

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Public Health Agency of Canada

Attn: Kashish Dhir

Email: kashish.dhir@hc-sc.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Health Agency of 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.

Proposition à:

Agence de la santé publique du 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 ci-annexées, au(x) prix indiqué(s).

Instructions : See Herein
Instructions: Voir aux présentes

Issuing Office – Bureau de distribution
Public Health Agency of Canada
200, Eglantine Driveway
Tunney's Pasture
Ottawa Ontario K1A 0K9

Title – Sujet Translation and Interpretation services to support compliance verification calls performed under the Quarantine Act.	
Solicitation No. – N° de l'invitation 1000242350A	Date August 15 th , 2022
Solicitation Closes at – L'invitation prend fin à on / le – September 14th, 2022 @ 2:00PM	Time Zone Fuseau horaire EDT
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>
Address Enquiries to: - Adresser toutes questions à : Name: Kashish Dhir Email: Kashish.dhir@hc-sc.gc.ca Telephone – téléphone : 613-296-3297	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein – Voir ici	
Delivery required - Livraison exigée See Herein – Voir ici	
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur : Telephone No. – N° de téléphone :	
Name and title of person authorized to sign on behalf of Vendor/firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	
(type or print)/ (taper ou écrire en caractères d'imprimerie)	
Signature	Date



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 SECURITY REQUIREMENTS	3
1.2 STATEMENT OF WORK.....	3
1.3 ACCESSIBILITY	3
1.4 DEBRIEFINGS	3
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2 SUBMISSION OF BIDS.....	3
2.3 FORMER PUBLIC SERVANT.....	4
2.4 ENQUIRIES - BID SOLICITATION.....	5
2.5 APPLICABLE LAWS.....	5
2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....	5
PART 3 - BID PREPARATION INSTRUCTIONS.....	5
3.1 BID PREPARATION INSTRUCTIONS	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1 EVALUATION PROCEDURES.....	6
4.2 BASIS OF SELECTION.....	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	11
5.1 CERTIFICATIONS REQUIRED WITH THE BID	11
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	11
APPENDIX 1 TO PART 5 OF THE BID SOLICITATION.....	13
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION.....	13
PART 6 - RESULTING CONTRACT CLAUSES	14
6.1 SECURITY REQUIREMENTS	14
6.2 STATEMENT OF WORK.....	14
6.3 STANDARD CLAUSES AND CONDITIONS.....	14
6.4 TERM OF CONTRACT	14
6.5 AUTHORITIES	14
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	15
6.7 PAYMENT	15
6.8 INVOICING INSTRUCTIONS	16
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	16
6.10 APPLICABLE LAWS.....	17
6.11 PRIORITY OF DOCUMENTS	17
6.12 DISPUTE RESOLUTION.....	17
ANNEX "A" - STATEMENT OF WORK.....	18
ANNEX "B" – BASIS OF PAYMENT	22



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. At the date of bid closing, 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;
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 under Article 6.2 of the resulting contract clauses.

1.3 Accessibility

Considering accessibility criteria and features is obligatory with this requirement. For additional information consult the [Treasury Board Contracting Policy](#).

1.4 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](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Kashish.dhir@hc-sc.gc.ca by the date, time and place indicated in the bid solicitation.

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



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: 2019-01](#) 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 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

Due to the nature of the bid solicitation, bids transmitted by CPC Connect service and by facsimile will not be accepted.

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid – one electronic copy by email



Section II: Financial Bid – one electronic copy by email

Section III: Certifications – one electronic copy by email

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

Canada requests that bidders follow the format instructions in the preparation of their bid by using a numbering system that corresponds to the bid solicitation.

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.

The volumetric data included in the Basis of Payment are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion 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.

Section III: Certifications

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

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 technical 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

The Mandatory Technical Evaluation Criteria will be evaluated on a pass/fail basis.

To meet the Mandatory Criteria, Bidders must clearly explain how they meet the mandatory criteria defined. Simply stating that the Bidder complies with the requirement is not sufficient. The Bidder will fail to meet Mandatory Criteria where PHAC determines that the information provided is insufficient to explain how the Bidder meets mandatory requirements.

Bidders not meeting one or more of the mandatory criteria will be deemed to have failed and be given no further consideration.

Number	Criterion Description	Cross Reference to Bidder's Proposal
MM1	The Bidder must demonstrate they are able to provide simultaneous translation/interpretation services in all the following languages: English, French, Hindi, Mandarin, Spanish, Low German, Ukrainian, Arabic, Cantonese, , Farsi, German, Italian, Korean, Mandarin, Polish, Portuguese, Punjabi, Russian, Serbian, Tigrinya, Tamil, Turkish, Urdu, and Vietnamese.	



Number	Criterion Description	Cross Reference to Bidder's Proposal
MM2	<p>The Bidder must demonstrate they have 36 months experience at the time of bid closing, providing professional translation/interpretation services for live telephone calls and virtual training sessions over the last ten (10) years for a municipal, provincial or federal organisation.</p> <p>For each organization, the Bidder must provide:</p> <ul style="list-style-type: none">• Client organization name and address• Client contact information• Project/Program/training name• Description and objective of the project/program• Bidder's responsibilities <p>Start and completion dates (duration) (MM/YYYY)</p>	
MM3	<p>The Bidder must demonstrate that they have 36 months professional experience, at the time of bid closing, providing on-demand video interpretation for American Sign Language over the last ten (10) years.</p> <p>For each organization, the Bidder must provide:</p> <ul style="list-style-type: none">• Client organization name and address• Client contact information• Project/Program• Description and objective of the project/program• Bidder's responsibilities <p>Start and completion dates (duration) (MM/YYYY)</p>	
MM4	<p>The Bidder must demonstrate that they can provide immediate 24/7/365 service (including holidays) through an existing, customizable system.</p>	
MM5	<p>The Bidder must demonstrate that they have a toll-free 1-800 telephone number (single window for services) available for regular and after hour's service.</p>	
MM6	<p>The Bidder must demonstrate that they have a system that has a connection time with a live agent within 30 seconds.</p>	
MM7	<p>The Bidder must demonstrate they have 36 months professional experience at the time of bid closing, creating reports specific to services rendered (by language, volume, etc.) for a municipal, provincial or federal organisation.</p> <p>For each organization/project, the Bidder must provide:</p> <ul style="list-style-type: none">• Client organization name and address• Client contact information• Project/initiative name• Description and objective of the initiative• Bidder's responsibilities	



Number	Criterion Description	Cross Reference to Bidder's Proposal
	<ul style="list-style-type: none">Start and completion dates (duration)(MM/YYYY)	
MM8	The Bidder must demonstrate that they have language identification services to assist clients in identifying a language when it is not initially known.	

4.1.1.2 Point Rated Technical Criteria

4.1.1.2.1 Scoring Scale for Criterion RR3 & RR6

5pts Bidder's response:

- demonstrates extensive knowledge, experience and/or expertise, as applicable, by providing detailed and comprehensive information relevant to the criterion and elements thereof; and
- demonstrates an extensive understanding of the requirement by providing comprehensive information relevant to the criterion and elements thereof; and
- addresses all aspects of the criterion and elements thereof; and
- includes all relevant documentation or reference material

3pts Bidder's response:

- demonstrates good knowledge, experience and/or expertise, as applicable, by providing most or all information relevant to the criterion and elements thereof; and
- demonstrates a good understanding of the requirement by providing most or all information relevant to the criterion; and
- addresses all or most aspects of the criterion; and
- may be missing some relevant documentation or reference material

1pt Bidder's response:

- demonstrates little knowledge, experience and/or expertise, as applicable, related to the criterion; and
- demonstrates little understanding of the requirement and provides a response that has little relevance to the criterion; and
- addresses few aspects of the criterion; and
- provides little relevant documentation or reference material

0pts Bidder's response:

- demonstrates no knowledge, experience and/or expertise, as applicable, related to the criterion; or
- does not demonstrate an understanding of the requirement; or
- does not address the criterion

Note to Bidders:

Addressing a criterion means that the response directly explains how the Bidder satisfies the criterion and elements thereof.

Comprehensive means the information provided is clear, complete and detailed. The response deals with all parts and aspects of each point of the criterion and elements thereof.

Relevant means that the information provided in the response is pertinent and responds directly to the requirement of the criterion.



Number	Rated Requirement	Points	Cross Reference to Bidder's Proposal
RR1	The Bidder should provide a list of all languages (proficiently) offered in addition to those identified in MM2. (1 point per language, max 50 points)	Maximum 50 points	
RR2	<p>The Bidder should demonstrate the ability to support call volumes in excess of 6000 calls per month (approx. 3000 mins of calls per day) by providing capacity estimates.</p> <p>0 points = No description provided</p> <p>5 points = Description provided is incomplete. The description does not provide any details to demonstrate the Supplier's capacity to respond to call volumes above 6000 calls per month</p> <p>10 points = Description provides details but do not fully demonstrate the Supplier's capacity to respond to call volumes in excess of 6000 calls per month</p> <p>15 points= Description provided demonstrates the Supplier's capacity to respond to call volumes in excess of 6000 calls per month</p>	<p>Maximum 15 points</p> <p>Minimum 5 points</p>	
RR3	<p>The Bidder should demonstrate and provide details that they have a quality assurance process.</p> <p>0 points, 1 point, 3 points, 5 points *scoring scale details in section 4.1.1.2.1</p>	Maximum 5 points	
RR4	<p>The Bidder should demonstrate they provide training to agents, which includes healthcare terminology/vocabulary, professionalism and cultural awareness.</p> <p>healthcare terminology/vocabulary (2 points) professionalism (2 points) cultural awareness (2 points)</p>	Maximum 6 points	
RR5	<p>The Bidder should demonstrate they have more than three (3) years at time of bid closing, providing professional translation/interpretation services to municipal, provincial or federal organizations.</p> <p>For each organization/project, the Bidder must provide:</p> <ul style="list-style-type: none">• Client organization name and address;• Client contact information;	Maximum 6 points	



Number	Rated Requirement	Points	Cross Reference to Bidder's Proposal
	<ul style="list-style-type: none"> • Project/initiative/program name; • Description and objective of the • Initiative/program; • Bidder's responsibilities; • Start and completion dates (duration) (MM/YYYY) <p>< 3 years = 0 points 3 < 5 years = 2 points 5 < 9 years = 4 points 9+ years = 6 points</p>		
RR6	<p>The Bidder should demonstrate the ability to provide synchronous note taking services in response to witness' and offender's responses (which may support court proceedings) during phone calls as well as the ability to store and reproduce said notes in a timely fashion upon request.</p> <p>0 points, 1 point, 3 points, 5 points *scoring scale details in section 4.1.1.2.1</p>	Maximum 5 points	
Total Score		87	
Minimum Score		36	

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

- To be declared responsive, a bid must:
 - comply with all the requirements of the bid solicitation; and
 - meet all mandatory criteria; and
 - obtain the required minimum points specified for criterion number RR2 for the technical evaluation, and
 - obtain the required minimum of 36 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 87 points.
- Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
- The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.



5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price 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 70/30 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 (70%) and Price (30%)				
		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	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.7
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

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 property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the 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.

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.



APPENDIX 1 to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
 - ☐ A2. The Bidder certifies being a public sector employer.
 - ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
 - ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



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 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 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 (2022-01-28), General Conditions - Professional Services (Medium Complexity) apply to and form 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 August 31st, 2024 inclusive.

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 two (2) additional one (1) year period(s) 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 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: Caroline Lecours

Title: Manager, Procurement and Contracting Unit

Telephone: 613-941-2092

E-mail address: caroline.lecours@hc-sc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform



work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

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: _____
Title: _____
Organization: _____
Address: _____

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment at annex B, to a ceiling price of \$ _____ (*insert amount at contract award*). Customs duties are excluded and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor



unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Monthly Payment

H1008C (2008-05-12) - Monthly Payment

6.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract.
2. Invoices must be distributed as follows:
 - One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract and to p2p.invoices-factures@hc-sc.gc.ca.

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.

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms 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 2010B (2022-01-28), General Conditions - Professional Services (Medium Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) the Contractor's bid dated _____

6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".



ANNEX "A" - STATEMENT OF WORK

1. TITLE

Translation and Interpretation services to support compliance verification calls performed under the *Quarantine Act*.

1.1. Introduction

Due to the COVID-19 pandemic, individuals entering the country must self-isolate for a specified period, unless they meet specific conditions established in the Order in Council that is applicable upon entry in Canada. The objective is to help limit the spread of the virus in the Canadian population. The Public Health Agency of Canada (PHAC) verifies travelers are complying with the requirement to self-isolate through multiple methods, which include verification calls by designated Screening Officers under the *Quarantine Act*.

1.2. Background and Specific Scope of the Requirement

Under the *Quarantine Act*, individuals entering the country must self-isolate for a specified period (unless they meet certain conditions in the latest Order in Council) to help reduce the risks of spreading COVID-19 in the Canadian population. This measure is necessary during the COVID-19 pandemic, as many individuals infected with COVID-19 remain asymptomatic, yet they can still infect other individuals.

As more individuals enter the country, it is important for the Public Health Agency of Canada to have the ability to communicate with all of these individuals even when they do not speak one of the official languages (i.e., English or French).

2. REQUIREMENTS

2.1. Tasks, Activities, Deliverables and/or Milestones

The consultant's resources will provide the following services:

- objectively translate questions from verification callers and responses from travelers to allow verification callers to assess whether individuals that have recently entered Canada understand the conditions of the mandatory self-isolation period, are meeting the requirements of their self-isolation, and understand the legal ramifications for failing to comply with the mandatory self-isolation period (e.g., potential visits from local authorities);
- objectively translate information provided by verification callers to allow travelers the opportunity to receive guidance in the language of their choice (through the interpretation service) if they do not understand the material they received upon entry in the country (i.e., if they do not understand English or French);
- interpret questions from travelers and answers from verification callers when travelers are in situations where it is more difficult to meet the conditions of self-isolation (e.g., receive additional guidance on mitigation measures to reduce the risks of spreading the disease in the community);
- provide simultaneous interpretation to interpret information delivered during virtual training sessions;
- translate and interpret witness' and offender's responses when interviewed by PHAC officers; and, translate and interpret information when communicating with other countries' public health officials in order to gather information for investigation or intel purposes. Synchronous note taking services would be required on average twice a year. The interpreter will join calls while PHAC is interviewing witnesses or an accused who does not speak one of the official languages of Canada. The interpreter would need to take notes and make them available to PHAC/ prosecutors upon request ((Communication Access Real-Time (CART) services are not required, however, unilingual note taking is required). These notes may be part of court proceedings. It may also lead to the interpreter being called to court as a witness;



- on demand video interpretation for American Sign language;
- language identification services; and,
- store and track all original notes created as a result of interpretation services rendered until instructed to provide copies back to PHAC or dispose of the documentation by the PHAC Project Authority

The Consultant will:

- provide a system to allow rapid access to the appropriate translators/interpreters;
- submit a detailed calendar of the number of translators available for the duration of the contract;
- provide a description of the languages for which the interpretation services could be made available;
- provide a detailed schedule of the languages for which interpretation services are offered on any given day and the number of translators that can respond to requests;
- provide interpretation services during the hours of 9am and 7:30pm Eastern Standard Time (including holidays)(and provide a contact for urgent requirements, after-hours)
- attend teleconferences (no in-person/face-to-face meetings) between the Consultant and Project Authority throughout the duration of the contract on an as-needed basis;
- facilitate and maintain regular communication with the Project Authority. Communication is defined as all reasonable efforts to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the project is progressing well and in accordance with expectations. Communication may include: phone calls, electronic mail, faxes, mailings and meetings. In addition, the Consultant is to immediately notify the Project Authority of any issues, problems, or areas of concern in relation to any work as they arise.

All deliverables and communication material must be approved by the Project Authority prior to distribution.

2.2 Specifications and Standards

The Consultant must adhere to the following minimal specifications and standards:

- a) Policy on Communications and Federal Identity
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=30683>
- b) Directive on the Management of Communications:
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=30682>
- c) Policy on Government Security:
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>
- d) Operational Security Standard: Management of Information Technology Security (MITS):
http://www.tbs-sct.gc.ca/pubs_pol/gospubs/TBM_12A/23RECON_e.asp
- e) Canadian Industrial Security Directorate (CISD), policies related to personnel security screening:
<http://www.tpsgc-pwgsc.gc.ca/esc-src/enquete-screening-eng.html>
- f) Official Languages Act:
<http://www.laws-lois.justice.gc.ca/eng/acts/O-3.01/>
- g) Policy on Official Languages:
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26160>
- h) Directive on Official Languages for Communications and Services:
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26164>
- i) Privacy Act:
<http://laws.justice.gc.ca/en/P-21/index.html>
- j) Guideline on Acceptable Network and Device Use:



<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27907>

k) Information Management Policy:

<http://www.tbs-sct.gc.ca/im-gi/imp-pgi/imp-pgi-eng.asp>

Deliverables may include but are not limited to written reports, databases, non-editable files, notes or spreadsheets. If the deliverable is a report then all embedded objects in these reports must be provided in separate editable electronic files in a format acceptable to the Project Authority. All written deliverables developed under this Contract will be provided electronically in the format identified below:

- All deliverables (except hand-written notes) are required in MS Word 2010 or Excel (e.g., .xlsx, .docx, .csv), with the format befitting the type of deliverable (e.g., reports in Word and data in Excel) in one official language only. The Project Authority will be responsible for translation of all the documents.

2.3 Reporting Requirements

The Consultant will:

- Provide a bi-weekly summary report identifying services completed and forwards a summary to the Project Authority on a bi-monthly basis (2x per month);
- provide periodic written progress reports and various ad hoc verbal status updates to the Project Authority.
- upon request from the Project Authority, submit status reports that identify the activities that the Consultant accomplished since the last status report, those that were planned but not accomplished since the last status report and those planned for the next reporting period.

2.4 Project Management Control Procedures

The Project Authority will meet with the Consultant and/or review all materials submitted by the Consultant as deliverables. The Project Authority will provide comments to the Consultant indicating any changes or revisions required to the written deliverables.

Meetings to review the deliverables will be held periodically at the Project Authority's location, or take place via conference call or video conference. Required documents for discussion must be provided by the Consultant to the Project Authority a minimum of forty-eight (48) hours in advance of the meeting.

The management by the Consultant of service delivery must be undertaken in accordance with all applicable Acts, Codes, departmental/agency and/or federal government regulations, policies and procedures (as defined in Section 3.2) and in accordance with best practices of the public involvement/consultation and project management fields.

3. ADDITIONAL INFORMATION

3.1. Canada's Obligations

The Project Authority will be responsible for coordinating the overall project, providing as-required direction and guidance to the Consultant, and accepting and approving Consultant deliverables. Additionally, these representatives will:

- Ensure that the appropriate subject matter and technical experts are available to the Consultant to discuss and provide content, source, and/or reference material, review deliverables, as well as to facilitate cooperation with other governmental and/or non-governmental representatives;
- Provide the Consultant with specific policy and/or program related supporting and background documentation and information not easily accessible to the Consultant, including (but not limited to) any government and departmental/agency policies, procedures,



- guidelines, templates, publications, reports and studies required by the Consultant to complete the identified tasks and deliverables;
- Provide comments on draft documentation and proposals within five (5) working days;
 - Provide the Consultant with physical and electronic office and e-mail addresses, where deliverables will be submitted;
 - Provide other assistance or support, as required to efficiently execute the requirements of the Contract.

3.2. Consultant's Obligations

- The Consultant shall take all necessary precautions against unauthorized disclosure of the information received (i.e., verbally) or generated (i.e., hand-written notes), and the Consultant shall not, directly or indirectly disclose, allow access to, transmit or transfer the information to a third party, nor shall the Consultant use, copy or reproduce the information except as may be reasonably required and authorized by the Project Authority;
- Unless otherwise specified, the Consultant must use its own equipment and software for the performance of this Statement of Work;
- The Consultant shall ensure that all deployed resources are accredited and properly trained to fulfil their responsibilities;
- The Consultant is required to ensure that all of its assigned resources are operating at all times in accordance with all applicable legislation, regulations, codes and policies.

3.3. Location of Work, Work site and Delivery Point

The Work will be conducted at the Consultant's premises.

3.4. Language of Work

The Consultant will communicate with the Project Authority in English. Interpretations will be performed according to the request from the traveler.

3.5. Travel and Living

There is no travel and living under this contract.



ANNEX "B" – BASIS OF PAYMENT

1.1. Basis of payment Initial Contract Period

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are excluded and Applicable Taxes are extra.

1.1.1 Initial Contract Period to August 31st, 2024

Task/Service	Unit of Measure	Estimated Volume Per Month A	Per Unit Cost \$ B	Evaluated Price A X B = C
Telephone Interpretation	Per Minute Per Hour	90 000 minutes 1500hours	\$ \$	\$ \$
Simultaneous interpretation of virtual training	Per hour	5 hours	\$	\$
Video Interpretation- American sign language	Per Minute	25 minutes	\$	\$
Simultaneous interpretation of virtual interviews	Per hour	As required (~5 hours)	\$	\$
Interpret communication with foreign officials	Per	As required (~5 hours)	\$	\$
Legal proceedings- court witness	Per hour	As required (~5 hours)	\$	\$
Total Estimated Value				\$

1.1.2 Option Periods

During the extended period of the Contract, the Contractor will be paid the following firm hourly rates to perform all the Work in relation to the contract extension.

1.1.2.1 Option Period 1 - September 1st, 2024 to August 31 2025

Task/Service	Unit of Measure	Estimated Volume Per Month A	Per Unit Cost \$ B	Evaluated Price A X B = C
Telephone Interpretation	Per Minute Per Hour	45 000 minutes 750 hours	\$ \$	\$ \$
Simultaneous interpretation of virtual training	Per hour	2.5 hours	\$	\$
Video Interpretation- American sign language	Per Minute	12 minutes	\$	\$
Simultaneous interpretation of virtual interviews	Per hour	As required (~2.5 hours)	\$	\$
Interpret communication with foreign officials	Per	As required (~2.5 hours)	\$	\$
Legal proceedings- court witness	Per hour	As required (~2.5 hours)	\$	\$
Total Estimated Value				\$

1.1.2.2 Option Period 2 to September 1st, 2025 August 31 2026

Task/Service	Unit of Measure	Estimated Volume Per Month A	Per Unit Cost \$ B	Evaluated Price A X B = C
Telephone Interpretation	Per Minute Per Hour	45 000 minutes 750 hours	\$ \$	\$ \$



Simultaneous interpretation of virtual training	Per hour	2.5 hours	\$	\$
Video Interpretation- American sign language	Per Minute	12 minutes	\$	\$
Simultaneous interpretation of virtual interviews	Per hour	As required (~2.5 hours)	\$	\$
Interpret communication with foreign officials	Per	As required (~2.5 hours)	\$	\$
Legal proceedings- court witness	Per hour	As required (~2.5 hours)	\$	\$
Total Estimated Value				\$

1.2 Total Evaluated Contract Price (Initial period + option period 1 + option period 2) = \$_____