



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

<a href="mailto:solicitation-sollicitation@cspc-efpc.gc.ca">solicitation-sollicitation@cspc-efpc.gc.ca</a>
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**REQUEST FOR PROPOSAL – RE-TENDER  
INVITATION À SOUMISSIONNER – RÉÉMISSION**

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and the prices set out in the bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

<b>Solicitation No. - N° de la demande</b> CSPS-RFP-22JP-0296/B	<b>Amendment No. - N° de modification</b>
<b>Solicitation closes – La demande prend fin :</b>  at – à 02 :00 pm EDT 14h00 HAE on – le November 1st, 2022 1 novembre 2022	<b>File No. - N° de dossier</b>  2022-0296



<b>Date of Solicitation – Date de la demande</b> <b>2022-10-26</b>
<b>Address inquiries to – Adresser toute demande de renseignement à :</b>  <a href="mailto:Jean-pierre.archambault@cspc-efpc.gc.ca">Jean-pierre.archambault@cspc-efpc.gc.ca</a>
<b>Destination</b>  <b>See Herein.</b> <b>Voir ci-joint.</b>

**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, 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.

**Instructions:**

**Les taxes municipales ne s’appliquent pas.**

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d’accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiqué(s). Le montant des taxes applicables doit apparaître séparément.

<b>Supplier Name and Address – Nom et adresse du fournisseur</b>
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of supplier (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d’impression)</b>
<b>Signature : _____ Date : _____</b>

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**\*\*\*\* NOTE TO BIDDERS\*\*\*\***

**This is a continuation of solicitation CSPS-RFP-22JP-0296/A. If you have already sent a proposal as part of CSPS-RFP-22JP-0296/A, there is no need to resubmit on this solicitation.**

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into six 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.

The Annexes include the Statement of Work, the Basis of Payment, the Task Authorization Form 572 and any other annexes.

### **1.2 Summary**

- 1.2.1** Canada School of Public Service (CSPS) has a service requirement for remote simultaneous interpretation for upcoming events organized by CSPS, on an "as and when requested" basis. Up to three (3) Contracts may be awarded. If Contracts are awarded, the Period of the Contracts will be for one year from Contract award. Two (2) irrevocable options to extend the term of the contracts by one (1) year each form an integral part of the contracts.

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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## 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.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### 2.2 Submission of Bids

Bids must be submitted only to Canada School of Public Service (CSPS) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Email: [solicitation-sollicitation@cspc-efpc.gc.ca](mailto:solicitation-sollicitation@cspc-efpc.gc.ca)

Note: Bids will not be accepted if emailed directly to the Contracting Authority's email address.

Due to the nature of the bid solicitation, bids transmitted by facsimile to CSPS 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 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 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

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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 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.7 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.

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that the Bidder submits its bid by email in separately bound sections as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications

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

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 electronic format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) PDF format;
- (b) use a numbering system that corresponds to the bid solicitation.

#### **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 and describe their approach 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.

#### **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B.

#### **3.1.2 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, identify which ones are accepted below.

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);

If this section is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### **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 the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

The Mandatory Criteria listed below will be evaluated on a simple pass/fail (i.e. Responsive/non-responsive basis). Bids which fail to meet one of the Mandatory Criteria will be deemed non-responsive and given no further consideration.

Proposals must demonstrate compliance with all of the mandatory requirements and must provide the necessary documentation to support compliance.

When addressing Mandatory Technical Criteria in the Bid, they are to be referenced as MT1, MT2, etc.

Number	Mandatory Requirement	Proposal Page #.	FOR CSPS USE ONLY	
			Pass	Fail
<b>MT1</b>	<p>The Bidder must demonstrate that they have, at a minimum, three (3) years of experience within the last five (5) years, providing remote simultaneous interpretation services and that their business hours are at a minimum Monday to Friday between 9:00am to 5:00pm (ET).</p> <p>To meet this mandatory criterion, the bidder must provide a declaration that contains the following information:</p> <ul style="list-style-type: none"> <li>a) the length of time the Bidder has been in the simultaneous interpretation business and;</li> <li>b) a statement confirming that the Bidder's business hours are at a minimum Monday to Friday between 9am and 5pm ET;</li> </ul> <p>All information requested must be provided under Mandatory Criterion (M1) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration</p>			
<b>MT2</b>	<p>The Bidder must demonstrate that they have provided remote simultaneous interpretation (SI) services to at least ten (10) events within the last calendar year, including two (2) larger events of 100 participants or more. For each of the larger two (2) events, the Bidder must provide client references.</p>			



	<p><b>NOTE:</b> CSPS must not be used as a reference.</p> <p>To meet this mandatory criterion, the bidder must provide a declaration that contains the following information:</p> <ul style="list-style-type: none"> <li>• Names of the ten (10) events and organizations</li> <li>• References for the two (2) events over 100 participants (contact name, organization, telephone number and email address).</li> </ul> <p>All information requested must be provided under Mandatory Criterion (M2) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration</p>			
<p><b>MT3</b></p>	<p>The Bidder must demonstrate that they use the ISO Standard 20109 compliant remote technical installations (as requested in the Statement of Work).</p> <p>To meet this mandatory criterion, the Bidder must provide a declaration that they use the ISO Standard 20109 compliant remote technical installations.</p>			

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded.

#### 4.2 Basis of Selection

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

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## **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 Integrity 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 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) (<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.

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## **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 Statement of Work**

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

#### **6.1.1 Task Authorization**

The Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### **6.1.1.1 Task Authorization Process**

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

##### **6.1.1.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$ 15,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and the Contracting Authority before issuance.

##### **6.1.1.3 Task Authorization - Order of Ranking (*if applicable*)**

Three (3) contracts were awarded as a result of bid solicitation number: CSPS-RFP-22JP-0296/B. The contractors' order of ranking is as follows:

Ranked first: \_\_\_\_\_

Ranked second: \_\_\_\_\_

Ranked third: \_\_\_\_\_

##### **6.1.1.4 Task Authorization – Work Allocation**

Contractors were awarded contracts based on their ranking. Canada has determined that the Project Authority will be allowed to allocate a task to the Contractor of their choice.

A request to perform a task will be sent to the Contractor. If that Contractor confirms in writing that it is unable to perform the task as a result of previous commitments under a TA, the request to perform a task will then be forwarded to the other Contractor. If no Contractor can perform the task, Canada reserves the

right to acquire the required Work by other means. A Contractor may advise the Project Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under a TA and no request to perform a task will be sent to that Contractor until that Contractor has given notice in writing to the Project Authority and the Contracting Authority that it is available to perform additional tasks.

#### **6.1.1.5 Minimum Work Guarantee - All the Work - Task Authorizations**

1. In this clause,

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

"Minimum Contract Value" means 5%.

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

#### **6.1.1.6 Periodic Usage Reports - Contracts with Task Authorizations**

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

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

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

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than fifteen (15) calendar days after the end of the reporting period.

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

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

#### **For each authorized task:**

1. the authorized task number or task revision number(s);

2. a title or a brief description of each authorized task;
3. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
4. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
5. the start and completion date for each authorized task; and
6. the active status of each authorized task, as applicable.

**For all authorized tasks:**

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

**6.2 Standard Clauses and Conditions**

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

**6.2.1 General Conditions**

[2035](#) (2022-05-12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

**6.3 Security Requirements**

There is no security requirement applicable to the Contract.

**6.4 Term of Contract**

**6.4.1 Period of the Contract**

The period of the Contract is from Contract Award to **(will be inserted at Contract award)** 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 periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (10) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

**6.5 Authorities**

**6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Jean-Pierre Archambault  
Title: Supply Specialist  
Canada School of Public Service  
Address: 241, Cite-des-Jeunes Blvd., Gatineau, Quebec, J8Y 6L2

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Telephone: 873-354-1752

E-mail address: [jean-pierre.archambault@cspc-efpc.gc.ca](mailto:jean-pierre.archambault@cspc-efpc.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: **(will be inserted at Contract award)**.

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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

Name: **(will be inserted at Contract award)**

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

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

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **(Will be selected at contract award. If one contract is awarded: \$ 300,000.00, if 2 contracts are awarded: \$150,000.00 or if 3 contracts are awarded: \$100,000.00)**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 6.7.3 Multiple Payments

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

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

### 6.7.4 Electronic Payment of Invoices – Contract

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

- d. Visa Acquisition Card;
- e. MasterCard Acquisition Card;
- f. Direct Deposit (Domestic and International);

### 6.7.5 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

### 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.
2. Invoices must be distributed as follows:
  - a. The original must be forwarded by email to the following address for certification and payment: **(will be inserted at contract award)**
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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## 6.9 Certifications and Additional Information

### 6.9.1 Compliance

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

### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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 [2035](#) (2022-05-12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract;
- c) Annex A - Statement of Work;
- d) Annex B - Basis of Payment;
- e) the signed Task Authorizations (including all of its annexes, if any);
- f) the Contractor's bid dated **(will be inserted at Contract award)**, and *(If applicable)*, as clarified on **(will be inserted at Contract award)** or as amended on **(will be inserted at Contract award)**.

### 6.12 Insurance – No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

### 6.13 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](#)".



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## **ANNEX A - STATEMENT OF WORK**

### **1. TITLE**

Remote Simultaneous Interpretation.

### **2. OBJECTIVE**

The CSPS requires the services of a Contractor to provide remote simultaneous interpretation for upcoming events.

### **3. BACKGROUND**

The Events and Multimedia Services Division of the Communications and Engagement Directorate is the delivery arm for all learning events offered by the CSPS across Canada. The Division is responsible for the delivery of the School's events to all public servants. In this unprecedented years of social distancing due to COVID-19, a remote simultaneous interpretation service is required for upcoming events organized by the School, on an "as and when requested" basis.

### **4. SCOPE**

The Contractor must provide remote simultaneous interpretation services for various events on phone lines or other previously agreed upon mediums, based on source material to be available over the internet.

Each event varies in length, and language of delivery. They will therefore require different services depending on the number of speakers and participants, the languages of delivery, as well as the length of the event.

### **5. TASKS**

The Contractor must provide the following:

- The interpreter (s)
  - o Should the event be bilingual, two virtual interpreters will be needed. Should the event be carried out in only one language, one virtual interpreters will be required to interpret the unspoken language.
  - o Each set up must be completed and tested 30 minutes before the start of the event unless otherwise an alternate arrangement is made with the Project Authority.

### **TECHNICAL REQUIREMENTS**

- ISO Standard 20109 compliant remote technical installations
  - o General audio quality
    - The interpreting system must correctly reproduce audio-frequencies between at least 125 Hz and 15 kHz  $\pm$  3 dB;
    - The microphones and the headphones must correctly reproduce audio-frequencies between 125 Hz and 15 kHz  $\pm$  10 dB;
    - The system must be free of perceptible distortion, noise and hum, and the volume of each channel should be adjusted to minimize the volume difference between audio channels. (ex: Floor, English, French, third language).
  - o Audio limiting

- 
- The system must provide hearing protection for the interpreters either internally, via DSP, or externally, with an outboard limiter, to limit loud sounds, with a maximum output level of 94 dBA SPL for any duration longer than 100ms.
  - Translated signals (ie: one full English and/or one full French) to separate phone lines or other previously agreed upon mediums.
  - Phone lines for participants requiring translation to call-in to the language of their choice (Phone numbers to be provided based on language requirements)

## 6. DELIVERABLES

The delivery dates and specific details will be confirmed via email from the Project Authority as CSPS announces the delivery of an event.

CSPS will contact the Contractor, a minimum of 21 days prior to required date, to request an estimate for a specific event, detailed in an email. Some of the details found in the email will be (but not limited to) the following: date, the time, the language of delivery, the number of speakers and participants, as well as any other technical requirements for a specific event. The Contractor will then provide a quote within 48 hours.

The Contractor must have completed the agreed upon set up, and tested it 30 minutes before the start of the event.

Linguists must:

- Be fluent in both official languages;
- Have extensive experience and be Certified/Accredited;
- Be knowledgeable in a wide variety of subjects and terminology;
- Interpret (translate) what is being said simultaneously, in 'real-time' as it is being spoken utilizing their own compliant simultaneous interpretation systems or those provided by Contractor.

Upon request, the Contractor must be able to provide a recording of the interpretations, or the rights to the recording. The CSPS Production & Webcasting team records every event for educational development purposes. Interpreters are asked to sign consent forms before re-broadcasting events.

## 7. CLIENT SUPPORT

CSPS will provide the Contractor with:

- access to a staff member who will be available to coordinate activities and technical support
- access to documentation such as speaking points, presentations and scenario notes prior to each event
- Qualified technicians from the Production & Webcasting team to perform the following:
  - o Monitor the event's main feed (Floor), video and audio transmission to ensure best possible quality;
  - o Intervene where applicable;
  - o Client support to all participants before and during the events, including a dry run, where Production & Webcasting team educates participants on good practices and related AV technical issues when working in a remote situation;
  - o Documentation to all participants to support and emphasize on previous statement;

- Internet link (URL to be provided) to receive the main transmission feed of the event (Floor). No additional IT support is required for this measure other than the standard support.

## 8. LOCATION OF WORK, WORK SITE AND DELIVERY POINT

All work must be done remotely / virtually.

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

## 9. LANGUAGE OF WORK

Correspondance with the Contractor must be done in either of the two official languages.

The spoken language will be either English, French or bilingual. The linguist(s) is/are expected to be fluent in both official languages.

## 10. SPECIAL REQUIREMENTS AND/OR CONSTRAINTS

The School is aware of the challenges that can be experienced during virtual events (poor connectivity, lag in audio or video, ect.) The School expects the Contractor to do its' part in ensuring the best quality possible in the delivery of the simultaneous interpretation.

Although CSPS Production & Webcasting team, along with Events team, work with every participants to help provide the best possible signal quality, CSPS cannot guaranty the overall quality of video and audio signals sent to the interpreters via URL feed.

Loss of video feed, loss of paquets and freeze frames could occur impromptly due to:

- Bandwidth issues from the participants in the event. Bandwidth describes the maximum data transfer rate of a network or Internet connection. It measures how much data can be sent over a specific connection in a given amount of time.

The audio feed could be interrupted on and off or otherwise affected impromptly due to:

- bandwidth issues from the participants in the event;
- technical limitations from the softwares available du to the remote situation;
- lack of knowledge of AV technologies from participants.

CSPS does not have control over the bandwidth of the participants, therefore reducing chances of a seamless event for interpreters and participants. The Production & Webcasting team at CSPS-EFPC is not responsible for the interpretation system used by interpreters in a remote situation.

Since the Production & Webcasting team at CSPS-EFPC cannot guarantee compliance with the ISO standard 20109 stated at point 5, Contractor is to be fully responsible of these very aspects.

The Production & Webcasting team at CSPS-EFPC cannot guarantee to meet all technical requirements for Remote Interpretation stated below by the Translation Bureau:

At least one qualified technician must be present throughout the entire event to:

- Monitor the interpreter floor sound using headset;
- From a remote user interface, turn microphones on and off when participants neglect to do so. This includes all attached audio sources that are routed to the floor audio, such as wireless microphones, laptops, codecs, teleconferencing interface etc.;
- Respond to interpreter technical needs;
- Adjust equipment positioning and audio levels as required.

Synchronization issues, or when audio signal is diverged from the video signal, can also occur during the transmission, due a combination of criterias mentioned above.

CSPS Production & Webcasting team, along with the Event team, are offering client support to all participants before and during the events, where we educate participants on good practices and related AV technical issues when working in a remote situation, as well as help mitigate potential issues.

## **11. CANCELLATION**

CSPS shall have the right to cancel Remote SI services for an event, with or without cause, at any time upon twelve (12) days prior written notice to the contractor. There shall be no penalty for such cancellation.

**ANNEX B - BASIS OF PAYMENT**

**1. Firm Hourly Rates**

The Contractor will be paid in accordance with the following Basis of Payment for Work performed in accordance with the Contract.

**Table 1 – Equipment Firm Hourly Rates**

Description	Initial Contract Period Firm Hourly Rate* (in CDN \$) Dates will be inserted at Contract award	Option Year 1 Firm Hourly Rate* (in CDN \$) Dates will be inserted at Contract award	Option Year 2 Firm Hourly Rate* (in CDN \$) Dates will be inserted at Contract award	Quantity per event**	Estimated Number of Events ** (Initial contract period and optional years)	Bid Evaluation Price for Equipment** F = (A+B+C)xDxE
	A	B	C	D	E	F
Interpreters Console				1	75	
Headsets				1	75	
Sound Cards				2	75	
Computers Server				2	75	
Audio Mixer				1	75	
<b>Bid Total for Equipment**</b>						

\*Applicable taxes excluded.

\*\* For evaluation purposes only. Will be deleted at Contract award.

**Table 2 – Labor Firm Hourly Rates**

Description	Initial Contract Period Firm Hourly Rate* (in CDN \$) Dates will be inserted at Contract award	Option Year 1 Firm Hourly Rate* (in CDN \$) Dates will be inserted at Contract award	Option Year 2 Firm Hourly Rate* (in CDN \$) Dates will be inserted at Contract award	Resources required per event**	Estimated Number of Events ** (Initial contract period and optional years)	Bid Evaluation Price for Labor** F = (A+B+C)xDxE
	A	B	C	D	E	F
Interpreter ENG-FR				2	75	
Technician				1	75	
Set-up				1	75	
<b>Bid Total for Labor**</b>						

\*Applicable taxes excluded.

\*\* For evaluation purposes only. Will be deleted at Contract award.

**Table 3 – Bid Evaluation (For Evaluation purposes only. Will be deleted at Contract award. Canada may complete if not completed by the Bidder)**

<b>Description</b>	<b>Amount* (From table 1 and Table 2)</b>
Bid Total for Equipment	
Bid Total for Labor	
Total (for evaluation purposes only)	

\*Applicable taxes excluded.

## **2. Total Estimated Cost**

### **2.1 Initial Contract Period – From Contract award to (will be inserted at Contract award)**

The Initial Contract Period Total Estimated Cost not to exceed (\$300,000.00 if only one contract is awarded, \$150,000.00 if two contracts are awarded or \$100,000.00 if three contracts are awarded) excluding applicable taxes.

### **2.2 Option Year 1 - (Dates will be inserted at Contract award)**

Total Estimated Cost for Option Year 1 not to exceed (\$150,000.00 if only one contract is awarded, \$75,000.00 if two contracts are awarded or \$50,000.00 if three contracts are awarded ) excluding applicable taxes.

### **2.3 Option Year 2 - (Dates will be inserted at Contract award)**

Total Estimated Cost for Option Year 2 not to exceed (\$150,000.00 if only one contract is awarded, \$75,000.00 if two contracts are awarded or \$50,000.00 if three contracts are awarded ) excluding applicable taxes.

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**ANNEX C - TASK AUTHORIZATION FORM PWGSC-TPSGC 572**

Link to access the Task Authorization Form PWGSC- 572

[https://buyandsell.gc.ca/cds/public/2017/10/20/375051d721dc6749391eccc92b4255eb/annex\\_f\\_fm\\_572\\_task\\_authorization\\_form\\_prc-sk\\_2014-10-29.pdf](https://buyandsell.gc.ca/cds/public/2017/10/20/375051d721dc6749391eccc92b4255eb/annex_f_fm_572_task_authorization_form_prc-sk_2014-10-29.pdf)