RETURN BIDS TO:

Office of the Superintendent of Financial Institutions

Procurement and Contracting Email: contracting@osfi-bsif.gc.ca

REQUEST FOR PROPOSAL
Proposal To: Office of the
Superintendent of Financial Institutions

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.

This document contains a Security Requirement

Vendor/Firm Name and address

Instructions:

Title		
Simultaneous Interpretation Services	1	
Solicitation No.	Date	.00
20210476	February 21, 20	122
Client Reference No.		
20210476		Time Zone
Solicitation Closes		Eastern
		Daylight
at 02:00 PM		Time
on March 21, 2022		EDT
D.D.P.		
Plant-Usine: ☐ Destination: ☑	Other-Autre:	
Address Inquiries to :		
Chris Zaremba, Senior Contracting (Officer	
E-mail		
contracting@osfi-bsif.gc.ca		
Destination – of Goods, Services,	and Constructio	n:
See Herein		

Delivery	Delivered Offered
See Herein	
Vendor/firm Name and address	
Facsimile No.	
Telephone No.	
Name and title of person author	ized to sign on behalf of
Vendor/firm	
(type or print)-	
Signature	
Date	
Dait	

Issuing Office - Bureau de distribution

Procurement and Contracting 255 Albert Street, 12th Floor Ottawa, ON K1A 0H2

PART 1 – GENERAL INFORMATION

1. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clauses.

2. Statement of Work

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

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

4. COVID-19 vaccination requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.



PART 2 – BIDDER INSTRUCTIONS

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 (https://buyandsell.gc.ca/policy-and-quidelines/standardacquisition-clauses-and-conditions-manual) Manual issued by Public Works and Government Services Canada.

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

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred eighty (180) calendar days

2. Submission of Bids

Bids must be submitted only by email to contracting@osfi-bsif.gc.ca to The Office of the Superintendent of Financial Institutions (OSFI) by the date and time indicated on page 1 of the bid solicitation.

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

2.1 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 3 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

3. Former Public Servant

Contracts awarded to 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 with FPS, bidders must provide the information required below before contract award.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Extension of Time

If additional time is required by the Bidder, the Contracting Authority may grant an extension at his or her sole discretion.

6. 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.

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (one copy via e-mail) Section II: Financial Bid (one copy via e-mail) Section III: Certifications (one copy via e-mail)

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

Canada requests that bidders use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders are encouraged to:

Multiple bids from the same bidder are not permitted in response to this bid solicitation. Each bidder must submit only a single bid. If any bidder submits more than one bid, Canada will choose in its discretion which bid to consider.

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 total amount of Applicable Taxes must be shown separately.

All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

Blank Prices: Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

1.1 SACC Manual Clauses

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.
- (c) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline may result in the bid being declared non-responsive.
- (d) **Requests for Interviews:** If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by Canada.

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria in Attachment 1 to Part 4 to be declared responsive.

The Bidder should complete this pricing schedule In Attachment 2 to Part 4: Pricing Schedule. The responsive bid with the lowest Total Evaluated Price will be recommended for award of a contract.

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

3. Security Requirement

- 3.1 Before award of a contract, the following conditions must be met:
- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement 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.
- 3.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3.3 For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations Instructions for Bidders" (http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31) document on the Departmental Standard Procurement Documents Website.

ATTACHMENT 1 to PART 4 – TECHNICAL EVALUATION

Mandatory Technical Criteria (MT)

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders are advised to address each requirement in sufficient depth to allow a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration.

Mandatory Requirements	Cross-Reference to Proposal	Complies Yes / No
M.1 – The Bidder must have, at a minimum, five (5) years of experience within the last eight (8) years, as of RFP issuance date, providing simultaneous interpretation services.		
To meet this mandatory criterion, the bidder must provide the length of time the Bidder has been providing simultaneous interpretation services.		
M.2 – The Bidder must have provided simultaneous interpretation services over Zoom within the calendar year prior to the RFP issuance date.		
To meet this mandatory requirement, the Bidder must provide the name and date of the event.		
M.3 – The Bidder must have provided simultaneous interpretation (SI) services to at least twenty (20) events within the calendar year prior to the RFP issuance date, featuring a variety of event formats.		
To meet this mandatory criterion, the bidder must provide the following information: Names of the twenty (20) events.		
Details of the formats of events supported – eg all-staff meetings, question and answer sessions with live questions from the floor, panel discussions, speeches.		
M.4 – The Bidder must clearly demonstrate that they have adequate resources to provide interpretation to more than one event in a business day (eg concurrent meetings, multiple meetings in a business day)		
To meet this criterion, the bidder must provide confirmation that they have at a minimum 4 resources (who always meet M5) to provide simultaneous interpretation for multiple events in one business day.		
M.5 – The Bidder must propose 4 resources that have a minimum of 2 years of experience each in the last 10 years, as of RFP issuance date, performing simultaneous interpretation in either English or French.		

Each proposed resources must hold a professional accreditation from a Canadian professional association of translators.	
To meet this criterion, please provide CVs of proposed resources and proof of current accreditation.	

ATTACHMENT 2 to PART 4 - FINANCIAL EVALUATION - PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed.

	Initial period	Option period 1	Option period 2	Option period 3	Option period 4	Option period 5	Option period 6	Total
	Contract award to March 31st, 2023	April 1st, 2023 to March 31st, 2024	April 1st, 2024 to March 31st, 2025	April 1st, 2025 to March 31st, 2026	April 1st, 2026 to March 31st, 2027	April 1st, 2027 to March 31st, 2028	April 1st, 2028 to March 31st, 2029	Evaluated Price
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(A+B+C+D+ E+F+G)
	Firm All-inclusive Hourly Rates (\$CAD)	Firm All-inclusive Hourly Rates (\$CAD)	Firm All-inclusive Hourly Rates (\$CAD)	Firm All- inclusive Hourly Rates (\$CAD)	(\$CAD)			
Simultaneous Interpretation Services								
(Annex A - Statement of Work)								

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 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 with this request will also render the bid non-responsible or will constitute default under the Contract.

1. CERTIFICATIONS REQUIRED WITH BID

COVID-19 Vaccination Requirement Certification

Bidders must submit the following duly completed certification(s) as part of their bid.

a. COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

I, ______ (first and last name), as the representative of _____ (name of business) pursuant to (insert solicitation number), warrant and certify that all _____(name of business) will provide on the resulting personnel that Contract who access federal government workplaces where they may come into contact with public servants will be: (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act., subject to accommodation and mitigation measures that have been presented to and approved by Canada: until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect. I certify that all personnel provided by _____ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (name of business) has certified to their compliance with this requirement. I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

2. Mandatory Certifications Required Precedent to Contract Award

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 (http://www.hrsdc.gc.ca/eng/labour/index.shtml) available from Human Resources and Skills Development Canada (HRSDC) - 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, when the Contract is valued at \$1,000,000 and above, Applicable Taxes included.

The Bidder must provide the Contracting Authority with a completed annex 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.



PART 6 - RESULTING CONTRACT CLAUSES

1. Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions* Manual to form the body of the Contract; it does not include the general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Finance and any other person duly authorized to act on behalf of that minister;

"Contract" means the Articles of Agreement, the general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract:

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

2. Security Requirement

The following security requirement (SRCL and related clauses) applies and forms part of the Contract.

Unscreened Contractor personnel may be used for portions of the work but MUST NOT have access to any PROTECTED information and must be escorted at all times while on OSFI premises, and must ensure that its personnel are made aware of and comply with this restriction.

Definitions: Protected information refers to specific provisions of the Access to Information Act and the Privacy Act and applies to sensitive personal, private, and business information. (Source: Treasury Board of Canada Secretariat)

Office of the Superintendent of Financial Institutions Canada

3. Statement of Work

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

4. 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-quidelines/standard-acquisitionclauses-and-conditions-manual)) issued by Public Works and Government Services Canada.

4.1 General Conditions

2010C (2021-12-028) General Conditions – Services (Medium Complexity) apply to and form part of the Contract.

4.2 Supplemental General Conditions:

4008 (2008-12-12), Supplemental General Conditions - Personal Information

4.3 Annexes

All Annexes apply to and form part of the Contract.

5. Term of the Contract

5.1 Period of Contract

The period of the Contract is from date of Contract award up to and including March 31, 2023.

5.1.1. **Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to six (6) additional one-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. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Chris Zaremba Title: Senior Contracting Officer The Office of the Superintendent of Financial Institutions Corporate Services **Procurement and Contracting** 255 Albert Street, 12th Floor

Ottawa, ON K1A 0H2

E-mail address: contracting@osfi-bsif.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.

6.2 **Project Authority** {To be inserted at contract award}

The Project Authority for the Contract is:
Name: Title: Office of the Superintendent of Financial Institutions 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.
6.3 Contractor's Representative {To be inserted at contract award}
Name: Title: Telephone: E-mail address:

7. 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 <u>Public Service</u> <u>Superannuation Act</u> (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 <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

8. Work Authorization Process

- The Project Authority will provide the Contractor with a written request containing the description of the work.
- 2. The request 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.
- 3. The Contractor must provide the Project Authority, within two business days of its receipt, the proposed total estimated cost for performing the work 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 the proposed total estimated cost for performing the work is authorized by the Project Authority. The Contractor acknowledges that any work performed before a written request has been received will be done at the Contractor's own risk.

9. Payment

9.1 Basis of Payment



The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ {To be inserted at contract award}. Customs duties are included and Applicable Taxes are extra.

9.2 Limitation of Expenditure

- 9.2.1. Canada's total liability to the Contractor under the Contract must not exceed \$ inserted at contract award}. Customs duties are included Applicable Taxes are extra.
- 9.2.2. 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:
 - 9.2.2.1. when it is 75 percent committed, or
 - 9.2.2.2. four (4) months before the contract expiry date, or
 - 9.2.2.3. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- **9.2.3.** 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.

9.3 Method of Payment

Monthly Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment

9.4 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 Contract must repay any overpayment, at Canada's request.

10. Invoicing Instructions

- 10.1 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.
- 10.2 Invoices must be distributed as follows:
 - The original and one (1) copy must be forwarded to the following address for certification and payment.

Office of the Superintendent of Financial Institutions 255 Albert St. 12th Floor Ottawa, ON K1A 0H2 {Details to be inserted at contract award}

One (1) copy must be forwarded to the Contracting Authority identified under the section entitled b) "Authorities" of the Contract.



11. Certifications

11.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

11.2 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 HRSDC-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 HRSDC will constitute the Contractor in default as per the terms of the Contract.

12. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

13. Priority of Documents

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

- the Articles of Agreement; (a)
- 2010C (2021-12-02) General Conditions Services (Medium Complexity); (b)
- Annex A, Statement of Work; (c)
- (d) Annex B, Basis of Payment
- Annex C, Security Requirements Check List; (e)
- (f)
- (g)

14.

	nex D, Direct Deposit Enrolment Form; e Contractor's bid dated (<i>to be inserted at contract award</i>).
Joir	t Venture Contractor
	The Contractor confirms that the name of the joint venture is and that it is comprised of the following members:
	(all the joint venture members named in the Contractor's original bid will be listed)
	With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
(i)	has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
(ii)	by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and

- (iii) all payments made by Canada to the representative member will act as a release by all the members.
- 14.3 All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- 14.4 All the members are jointly and severally or solidarily liable for the performance of the entire Contract.



- 14.5 The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- 14.6 The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

15. Professional Services - General

- 15.1 The Contractor must provide professional services on request as specified in this contract. Where in the Contract a specific individual is identified as required to perform the Work, the Contractor must make such person available to perform the work within 10 working days of the issuance of the Contract. Where such a specific individual is unavailable to perform the Work, Canada may elect to either (i) exercise its rights or remedies under the Contract or at law (including terminating the Contract for default), or (ii) Canada may require the Contractor to propose the replacement of the specific individual. This obligation applies despite any changes that Canada may have made to any hardware, software or any other aspect of the Identified User's operating environment.
- 15.2 If there must be a change in a resource performing work under the Contract the Contractor must make the replacement available for work within 10 working days of the departure of the existing resource (or, if Canada has requested the replacement, within 15 working days of Canada's notice of the requirement for a replacement).
- 15.3 All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency) and must be competent to provide the required services by any delivery dates described in the Contract. The resource must be approved by Canada prior to the replacement at the Work site.
- 15.4 The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to Canada's satisfaction. A Contractor representative will meet with the Project Authority on a regular basis (as specified by Canada) to discuss the performance of its resources and to resolve any issues at hand.
- 15.5 If the Contractor fails to meet any of its obligations under this Article, or fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Project Authority within 10 working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

16. Safeguarding Electronic Media

- 16.1 Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- 16.2 If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately re-place it at its own expense.

17. Representations and Warranties

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

18. Confidentiality of Information

- 18.1 The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.
- 18.2 Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
- 18.3 The obligations of the Parties set out in this section do not apply to any information where the same information:
- (a) is publicly available from a source other than the other Party; or
- (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information,

or

(c) is developed by a Party without use of the information of the other Party

19. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the OPO website.

20. Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the OPO website.

Annex A - Statement of Work

1. Introduction

The Communications and Engagement Division at the Office of the Superintendent of Financial Institutions (OSFI) requires simultaneous interpretation services for Zoom virtual meetings/events.

2. Objective

The objective is to have simultaneous interpretation services available for upcoming Zoom meetings/events that can be hosted and recorded by OSFI.

3. Scope of Work

The contractor must provide the following:

- simultaneous interpretation in Canadian French-to-English and English-to-Canadian French via Zoom platform
- simultaneous interpretation for concurrent meetings/events

4. Deliverables

The Contractor must provide Simultaneous interpretation for events hosted by OSFI, during the core business hours of Monday to Friday between 8:00 a.m. and 5:00 p.m. (ET), and outside of the core business hours if requested. Estimates will be requested prior to work being conducted.

5. Location of Work

The work will be delivered virtually via Zoom platform provided by OSFI.

6. Method of Acceptance

Approval by Senior Director, Communications and Corporate Affairs, in accordance with Treasury Board standards, and the parameters of the initial request.

Annex B - Basis of Payment

Payment will be made on receipt and acceptance of the Contractor's invoice(s), for all of the work and deliverables outlined in Annex A – Statement of Work.

(To be inserted at contract award)

Annex C - Security Requirements Check List

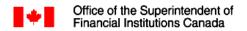
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			Security Classification / Classification de sécurité

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Bureau du surintendant des institutions financières Canada

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ANNEX D - DIRECT DEPOSIT ENROLMENT FORM FOR BUSINESSES

Public Works and Government Services Canada Travaux publics et Services gouvernementaux Canada

Protected "B" when completed Protégé « B » lorsque rempli

DIRECT DEPOSIT ENROLMENT FORM FOR BUSINESSES

PRIVACY NOTICE The personal information is collected under the Financial Administration Act, ss. 17(1) and 35(2). The information is used and disclosed to relevant federal program(s) and your financial institution for direct deposit purposes. Direct deposit payments can not be made without provision of information requested. Personal information is protected in accordance with the provisions of the Privacy Act. Under the Act, individuals and businesses have a right to request access and correct their personal information, if erroneous or incomplete.

Print clearly and in block letters. Please keep the appropriate federal government department informed of any changes to your mailing address. Should the department require clarification on the data you have provided, they will contact you.

FORMULAIRE D'INSCRIPTION **AU DÉPÔT DIRECT POUR LES ENTREPRISES**

AVIS DE CONFIDENTIALITÉ Les renseignements personnels sont recueillis en vertu de la Loi sur la gestion des finances publiques, par. 17(1) et 35(2). Les données sont utilisées et divulguées à des programmes fédéraux pertinents et à votre institution financière aux fins de dépôt direct. Les paiements per dépôt direct ne peuvent être effectués sans que les renseignements requis aient été fournis. Les renseignements personnels sont protégés conformément aux dispositions de la Loi sur la protection des renseignements personnels. En vertu de cette loi, toute personne ou entreprise a le droit de demander d'accéder à leurs renseignements personnels et à corriger ces derniers s'ils sont erronés ou incomplets.

Écrivez lisiblement et en lettres moulées. Veuillez informer le ministère fédéral approprié de tout changement d'adresse. Un représentant du ministère communiquera avec vous si des clarifications sur les données que vous avez fournies sont nécessaires.

1)	Business Name Nom de l'entreprise			
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	Telephone Téléphone	Fax Télécopieur		
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How to complete Part B Comment remplir la partie B See example below Voir l'exemple ci-dessous Cheque number - not required. Branch number - 5 digits. Institution number - 3 digits. 1. Numéro du chèque - pas nécessaire. 2. Numéro de la succursale - 5 chiffres. 3. Numéro de l'institution - 3 chiffres. 4. Numéro de compte - comme il est indiqué sur 4. Account number - as shown on your cheque. votre chèque. Name / Nom P.O. Box / C.P. 000 City / Ville, Canada H0H 0H0 Example / Exemple Cheque No. Nº de chèque 0000000 Pay to the order of Payez à l'ordre de Dollars Signature 99911 1:9999999991: 999 ... 999 ... 910 Instead of completing Part B, you can attach a blank cheque for your bank account with "VOID" written on it. DO NOT ENCLOSE ANYTHING OTHER THAN YOUR Au lieu de remplir la partie B, vous pouvez joindre un spécimen de chèque portant la mention « NUL » au recto. À L'EXCEPTION DE VOTRE SPÉCIMEN DE CHÈQUE, NE JOIGNEZ AUCUN AUTRE DOCUMENT AU VOIDED CHEQUE WITH THIS FORM. PRÉSENT FORMULAIRE. PART C - PARTIE C Account Identifier (e.g. vendor code) Identificateur de compte (p. ex. code de fournisseur) If you are unsure what account identifier to use, contact the Government of Canada department with whom you do business. Si vous ne savez pas quel identificateur de compte utiliser, communiquez avec le ministère avec lequel vous faites affaire. PART D - PARTIE D En tant que représentant(e) autorisé(e) de cette entreprise, j'accorde au receveur général du Canada le droit de déposer les prochains paiements directement dans le compte bancaire I, as an authorized representative of this business, grant the Receiver General for Canada the right to deposit future payment(s) directly into the bank account specified until further notice. désigné, et ce, jusqu'à nouvel ordre. X Signature of Authorized Representative Signature du (de la) représentant(e) autorisé(e) Preferred Language Langue de préférence English Anglais Français French PWGSC-TPSGC 8001-600 (2012-05)