

Western Economic Diversification Canada

REQUEST FOR PROPOSAL THIS OPPORTUNITY CONTAINS A SECURITY REQUIREMENT

Translation Services

Solicitation Number: 4W001-14-5013

| SOLICITATION CLOSES 14:00 (EST) January 27, 2014 | RETURN BIDS TO: Western Economic Diversification Canada Via email to: WD.BidBox@wd-deo.gc.ca | |
|---|--|--|
| Request for Proposal to Western Economic Diver We hereby offer to sell to Her Majesty the Queen, in conditions set out herein, referred to herein or attach- listed herein and on any attached sheets at the price | right of Canada, in accordance with the terms and ed hereto, the goods, services, and construction | |
| Vendor/Firm Legal Name and Address: | | |
| | | |
| | | |
| TEL: | | |
| Email: | | |
| Name and title of person authorized to sign on behalf of Vendor/Firm | | |
| Print Name & Title: | | |
| Signature: | Date: | |

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

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.

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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 Manual https://buyandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditionsmanual issued by Public Works and Government Services Canada.

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Revision of Departmental Name - Reference to the Minister of Public Works and Government Services Canada (PWGSC) or to the Department of Public Works and Government Services Canada contained in any term, condition or clause of this contract shall be interpreted as a reference to the Minister of Western Economic Diversification (WD) or to the Department of Western Economic Diversification, as the case may be; with the exception of clause 2012B-02.

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.

2. **Submission of Bids**

Bids must be submitted to Western Economic Diversification Canada (WD) as follows: E-mail bids with scanned copies of Annex C and a signed copy of the first (1st) page of this RFP to the WD.BidBox@wd-deo.gc.ca by:

14:00 (EST) **January 27, 2014**

Any bids received after this time and date will not be accepted.

Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the Access to Information Act, R.S. 1985, c. A-1 and the Privacy Act, R.S. 1985. c. P-21.

2.1 Restrictions on email bid submission

- The electronic file(s) size, attached to your email, must be less than 10 megabytes (10MB). It is recommended that to ensure your email is accepted by WD's firewall that your email is less than 8 megabytes (8MB) in total size (including all attachments). If you try to electronically submit an email larger than 10MB, your email will be returned to you undelivered.
- Additionally, it is recommended that only Adobe Acrobat documents (PDF), Microsoft Word documents, and Microsoft Excel spreadsheets be submitted electronically.

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2.2 **Additional Information**

- WD's electronic bid submission system will NOT send a delivery receipt
- Be aware that any electronically submitted bids found to be corrupted or unreadable, cannot be opened after the solicitation closes, and will be declared 'NON-RESPONSIVE'.
- If there is more than one version of electronically submitted bids, the version which was received closest prior to "Solicitation Close" will be deemed the submitted bid.
- · Any files detected to contain a virus will be deleted from WD's system by antivirus software without notice to the bidder.

Timely and correct delivery of proposals to WD is the sole responsibility of the Bidder. WD will not assume or have transferred to it those responsibilities. All risk and consequences of incorrect delivery of proposals are the responsibility of the bidder.

2.3 **Bid Validity Period**

Bids will remain open for acceptance for a period of not less than ninety - (90) days from the closing date of the bid solicitation, unless otherwise indicated in the bid solicitation. WD reserves the right to seek an extension of the bid validity period from all responsive Bidders in writing, within a minimum of three (3) days prior to the end of the bid validity period. If all responsive Bidders accept the extension, WD will continue with the evaluation of the bids. If all responsive Bidders do not accept the extension, WD will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

3. **Enquiries – Bid Solicitation**

All enquiries must be submitted by email to the Contracting Authority WDContractAuthority@wddeo.gc.ca no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable WD 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 WD determines that the enquiry is not of a proprietary nature. WD 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 WD.

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4. **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.

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PART 3 - BID PREPARATION INSTRUCTIONS

The contents of the proposal submitted will only be shared with the Evaluation Team and will not be distributed for any other reason. All bids are treated with confidentiality as indicated in this excerpt from Public Works and Government Services Canada Supply Manual, Chapter 7:

"Client Review 7D.393 (2008-12-12)

- 1. The contracting officer must treat all information in a secure and confidential manner to ensure the integrity of the contracting process.
- 2. When referring bids to the client department during the evaluation process, the following cautionary note must be provided to the client:
 - "Bid information is to be divulged only to government officials authorized to participate in this procurement process. None of this information is to be divulged to, or discussed with, the trade."
- 3. Complete documentation, including all notes, worksheets, etc., made during the processing or evaluation of the bids must be retained for future reference on the procurement file.
- 4. During the period from bid closing to contract award (including during the contract approval process), contracting officers receiving requests from suppliers for the names of bidders may not release this information; they may however, release information on the number of bids received. Contracting officers may also wish to suggest to the suppliers that they consult GETS (Government Electronic Tendering Services) to view the pool of interested suppliers. Where suppliers continue to seek additional information, they should be directed to the Access to Information and Privacy Office."

Unless specified otherwise in the bid solicitation, WD will evaluate only the documentation provided with a bidder's bid. WD will not evaluate information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

WD requests that Bidders provide their bid as separate attachments, as follows:

- Section I: Technical Bid
 - Submitted electronically via WD.BidBox@wd-deo.gc.ca
 - One (1) electronic copy in Microsoft Word or PDF format
- Section II: Financial Bid
 - Completed Annex "B", Parts 1 and 2
 - Submitted electronically via WD.BidBox@wd-deo.gc.ca
 - One (1) electronic copy in Microsoft Word or PDF format

Prices must appear in the financial bid only; completed Annex "B", Parts 1 and 2. No prices must be indicated in any other section of the bid.

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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 capabilities and describe their approach in a thorough, concise and clear manner for carrying out the Work as described in Annex "A": Statement of 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. WD requests that Bidders address and present topics in the order of the evaluation criteria and 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.

Annex "C", Evaluation Procedures and Contractor Selection Method, contains additional instructions that Bidders should consider when preparing their technical bid.

Section II: Financial Bid

Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Annex "B". The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) has to be shown separately, as applicable.

- Bidders must submit their price(s) and (or) rate(s), Canadian customs duties and excise a. taxes included, as applicable, and GST or HST excluded.
- When preparing their financial bid, Bidders must review and complete Annex "B": Basis b. of Payment and clause 1.2, Financial Evaluation, of PART 4.
- The Bidder's firm price in response to an RFP and resulting contract(s) must include all C. overhead, general & administrative costs and profit. Included are the following costs that may be incurred in providing the required services: office space, computer hardware and software, word processing, preparation of reports, photocopying, courier services, facsimile services, and telephone services.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. **Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. An evaluation team composed of representatives of WD will evaluate the bids.

1.1 **Technical Evaluation**

Mandatory Criteria at Bid Closing

- 1. Proposal received prior to closing time and date.
- 2. Completed and signed copy of the first (1st) page of this RFP document.
- 3. Technical bid as outlined in PART 3, Section 1
- 4. Financial bid as outlined in PART 3, Section 2.
- 5. Completed and signed Annex "B", Basis of Payment.

b) Mandatory Technical Requirements

As outlined in Annex "C", Evaluation Procedures and Contractor Selection Method:

- 1. Overall experience. Each resource must provide an up to date curriculum vitae clearly demonstrating their experience and education.
- 2. Quality control. Bidder must provide a detailed quality assurance plan demonstrating their ability to provide quality translation and revision services.
- 3. References. The bidder must provide three (3) references of which a minimum of two (2) will be contacted.

c) Point Rated Evaluation Criteria

Refer to Annex "C". Point-rated evaluation criteria not addressed will be given a score of zero (0).

1.2 **Financial Evaluation**

Total Firm Price – As outlined in Annex "B", Basis of Payment. The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded FOB destination, Canadian customs duties and excise taxes included.



2. Contractor Selection Method

2.1 Basis of Selection – Highest Responsive Proposal – Combined Rating: Technical Merit 70% and Price 30% - Annex "C"

To be declared responsive, a bid must:

- a. Comply with all the requirements of the bid solicitation;
- b. Meet all the mandatory requirements at Bid Closing; and
- c. Obtain the required minimum number of points specified in Annex "C" for the point rated evaluation criteria.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted. The scoring of price is done by giving full marks to the lowest priced responsive proposal with other proposals being given a prorated score.

The lowest priced technically responsive proposal is allocated the maximum points of 30 and other price proposals are prorated accordingly. Technical scores are prorated against the total possible score.

The proposal with the highest score, when adding the technical points and the price points, will be ranked #1, with the second highest score ranked #2, etc. Only the top five (5) ranked proposals will be awarded a Task Authorization Contract. In the event of a tie in the number of points awarded, the proposal with the highest number of technical points will be considered the "winner".

The purpose of selection and ranking is to determine the top five (5), maximum, responsive proposals for Task Authorization Contract award. WD reserves the right to assign work on a Task Authorization basis, regardless of ranking. Work will be assigned base on Contractor expertise, availability etc.

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EXAMPLES

Basis of Selection and Ranking as per Annex C Part 3

Highest Responsive Proposal - Combined Rating: Technical Merit 70% & Price 30%

| Highest Combined Rating Technical Merit (70%) and Price (30%) | | | |
|---|----------|----------|----------|
| | Bidder 1 | Bidder 2 | Bidder 3 |
| Technical Points (maximum 100) | 93 | 95 | 90 |
| Financial Evaluation Score | 495.00 | 195.00 | 405.00 |

| Financial E | valuation Scor | е | | | |
|-------------|------------------------|----------------------------|---------------------------------------|----------|----------------------------------|
| | Translation Service | Average Price ¹ | Multiplication Factor ² | Total | Financial Evaluation Score |
| Bidder 1 | 1 | \$0.25 | 1500 words | \$375.00 | 495.00 |
| biddel I | 2 & 3 | \$80.00 | 1.5 hours | \$120.00 | 495.00 |
| Bidder 2 | 1 | \$0.10 | 1500 words | \$150.00 | 195.00 |
| biddel 2 | 2 & 3 | \$30.00 | 1.5 hours | \$45.00 | 195.00 |
| D: II o | 1 | \$0.22 | 1500 words | \$330.00 | 405.00 |
| Bidder 3 | 2 & 3 | \$50.00 | 1.5 hours | \$75.00 | 405.00 |

| Ranking De | eterminatio | n | | | | |
|------------|------------------------------|------------|---|---------|--------------|---------|
| | Technical F | Points 70% | Financial Poi | nts 30% | Total Points | Ranking |
| Bidder 1 | 93 X 70 = | 65.1 | 195.00 ³ X 30 = 495.00 | 11.81 | 76.91 | 3 |
| Bidder 2 | $\frac{95 \times 70}{100} =$ | 66.5 | 195.00X 30 = 195.00 | 30.00 | 96.50 | 1 |
| Bidder 3 | $\frac{90 \times 70}{100} =$ | 63.0 | 195.00 X 30 = 405.00 | 14.44 | 77.44 | 2 |

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¹ average price based on all 5 contract years.

² for evaluation purposes only to determine pricing points

³ represents lowest price proposal



3. **Security Requirement**

The Task Authorization (TA) holder (including all proposed personnel and subcontractors who will be performing work under the TA contract) must have, at a minimum a valid security clearance at the level of "reliability" before being issued any work via a TA contract under any resulting TA contract.

Note: some work to be issued may require a Contractor's personnel be security cleared at the "secret" level. Again, no TA contract will be issued to those TA holders who do not have the required level of security for the intended work.

For those Contractors who are successful and receive a TA contract and who do not have the required level of security clearance (Reliability / Secret), Western Economic Diversification shall sponsor the TA contract holder by initiating a Security Screen request.

3.

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PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested. Bidders should provide the required certifications in Section III of their bid.

Compliance with the certifications Bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of contract) and after award of contract. The Contracting Authority will have the right to ask for additional information to verify Bidders' compliance with the certifications before award of a contract. The bid will be declared nonresponsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. **Mandatory Certifications Required Precedent to Contract Award**

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003 (2013-06-01). The related documentation therein required will assist WD in confirming that the certifications are true.

2. **Additional Certifications Required Precedent to Contract Award**

2.1 **Education and Experience**

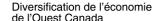
The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants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

2.2 Certification

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

3. **Former Public Servant**

Contracts with 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 with FPS, offerors must provide the information required below.



Former Public Servant

Definitions

For the purposes of this clause,

- "former public servant" means a 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 and includes:
 - an individual;
 - an individual who has incorporated;
 - a partnership made up of former public servants; or
 - 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 Public Service.
- "pension" means a pension payable pursuant to the Public Service Superannuation Act, R.S., 1985, c. P-36, as indexed pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24.

Former Public Servant in Receipt of a Pension

| Is the Bidder a FPS in receipt of a pension as defined above? YES () NO () |
|--|
| If YES, the Bidder must provide the following information: |
| 1) name of former public servant; |
| |
| 2) date of termination of employment or retirement from the Public Service. |
| |
| A contract for the services of a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to a fee reduction (abatement formula) as required by Treasury Board Policy. |

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Western Economic Diversification de l'économie de l'Ouest Canada

REQUEST FOR PROPOSAL (RFP)

Work Force Reduction Program 4.

| Work Force Reduction Program | | |
|---|--|--|
| Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO () | | |
| If YES , the Bidder must provide the following information: | | |
| 1) name of former public servant; | | |
| 1) conditions of the lump sum payment incentive; | | |
| 2) date of termination of employment; | | |
| 3) amount of lump sum payment; | | |
| 4) rate of pay on which lump sum payment is based; | | |
| 5) period of lump sum payment including start date, end date and number of weeks; | | |
| 6) number and amount (professional fees) of other contracts subject to the restrictions of a work | | |
| force reduction program | | |
| For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax. | | |

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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.

1. Statement of Work

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

2. **Security Requirement**

2.1 The Task Authorization (TA) holder (including all proposed personnel and subcontractors who will be performing work under the TA contract) must have, at a minimum a valid security clearance at the level of "reliability" before being issued any work via a TA contract under any resulting TA contract.

Note: some work to be issued may require a Contractor's personnel be security cleared at the "secret" level. Again, no TA contract will be issued to those TA holders who do not have the required level of security for the intended work.

For those Contractors who are successful and receive a TA contract and who do not have the required level of security clearance (Reliability / Secret), Western Economic Diversification shall sponsor the TA contract holder by initiating a Security Screen request.

- 2.1 2.2 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information and/or perform production until Western Economic Diversification has issued written al. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED "B".
- 2.3 Subcontracts, which contain security requirements, are NOT to be awarded without the prior written permission of Western Economic Diversification.

Standard Clauses and Conditions 3.

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

General Conditions – Professional Services (Medium complexity) - 2010B (2012-07-16) apply to and form part of the Contract.

4. **Term of Contract**

The period of the Contract will be from the date of contract award to March 31, 2015.

The Contractors grants WD the irrevocable option to extend the period of the Contract by up to four (4) additional one (1) year periods under the same terms and 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, Annex "B"

| Option Year 1 | April 1, 2015 - March 31, 2016 |
|---------------|--------------------------------|
| Option Year 2 | April 1, 2016 - March 31, 2017 |
| Option Year 3 | April 1, 2017 - March 31, 2018 |
| Option Year 4 | April 1, 2018 - March 31, 2019 |

WD may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. This option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only.

5. **Authorities**

5.1 Western Economic Diversification Canada Contracting Authority (CA) The Contracting Authority for the Contract is:

Nancy Henderson

Western Economic Diversification Canada 141 Laurier Avenue West, Suite 500 Ottawa, Ontario, K1P 5J3

Telephone Number: 613-952-8232

E-mail: nancy.henderson@wd-deo.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.

5.2 **Project Authority (PA)**

The Project Authority for the Contract is: Use at Contract award

Name of Project Authority

Title

Department

Branch / Directorate

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.

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Contractor's Representative Use at Contract award 5.3

Name of Contractor's Representative

Title

Telephone:

E-mail address:

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6. **Payment**

6.1 **Basis of Payment**

The Contractor will be paid in accordance with the prices in the Financial Proposal Annex B, for completion of the Work as detailed in the Statement of Work, Annex "A" and Task Authorizations as issued, Annex E.

6.2 No increase in the total liability of WD or in the price of the Work resulting from any design changes, modifications or interpretations of the specifications, 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 WD's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. When it is 75 percent committed, or
- b. Thirty (30) days before the Contract expiry date, or
- c. If the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 6.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.4 **Method of Payment**

6.4.1 **Monthly Payments**

WD will pay the Contractor upon completion and delivery of the Work 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 instruction provided in the contract.
- b. All such documents have been verified by WD; and;
- The work delivered has been accepted by WD

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6.5 Standard Acquisition Clauses and Conditions (SACC)

The following SACC Manual Clauses are included by reference:

| Number | Title | Date |
|--------|---|------------|
| A9117C | T1204-Direct Request by Customer Department | 2007-11-30 |
| C0305C | Cost Submission | 2008-05-12 |
| C0705C | Discretionary Audit | 2010-01-11 |
| C0710C | Time and Contract Price Verification | 2007-11-30 |
| C2000C | Taxes – Foreign-based Contractor | 2007-11-30 |

The full text of the SACC Manual is available at: https://buyandsell.gc.ca/policy-andguidelines/standard-acquisition-clauses-and-conditions-manual

7. **Minimum Work Guarantee**

- 7.1 This clause applies to the Work as outlined in Annex "A", Statement of Work, "Scope of Work"
 - i. "Contract Value" means the amount specified in the Basis of Payment-, Annex "B";
 - ii. "Minimum Contract Value" means 5% of the Contract Value.
- 7.2 The Contractor must perform the Work described in the Contract on an "as needed: basis by Canada during the period of the Contract. 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 the Contracting Authority authorizes an increase in writing.
- 7.3 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 cost of the Work requested.
- 7.4 Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

8. **Invoicing Instructions**

Payment will only be made on receipt of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract. Invoices must be submitted on the Contractor's own invoice form. Each claim must be supported by:

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- The date: a.
- Contract number; b.
- A copy of the progress and attendance reports, when applicable; C.
- The amount invoiced (exclusive of the Goods and Services Tax [GST] or d. Harmonized Sales Tax [HST] as appropriate); and
- The amount of GST or HST, as appropriate, shown separately. e.

The Contractor must not submit claims until all work identified in the claim is completed.

9. Requirement for Training and Familiarization

- Any training and/or familiarization required by Contractor personnel to perform specific assignments will be on the Contractor's time and expense, unless otherwise specifically indicated in the contract.
- 9.2 WD will not provide technology training, unless otherwise specifically indicated in the contract. WD will, wherever possible, provide standards, policies, guidelines and appropriate documentation to describe how the application systems are designed and configured, as well as other assistance needed to help contract personnel to work on application systems.

10. Replacement of Specific Personnel

- 10.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 10.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience within forty-eight (48) hours and the individual tasking/responsibilities will be covered within five working days. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - The name, qualifications and experience of the proposed replacement; (a) and
 - (b) Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 10.3 If it is necessary to replace personnel, the Contractor must give at least five (5) working days' notice in writing to the Project Authority. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure

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a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

11. **Priority of Documents**

The documents specified below form part of and are incorporated into the Contract. In the event of a discrepancy, inconsistency or ambiguity between the wordings of any documents, which appear on the list, the wording of the document which first appears on the list will prevail over the wording of any document which subsequently appears on the list:

- a) The Articles of Agreement;
- b) General Conditions - Professional Services (Medium Complexity) - 2010B (2012-07-16);
- c) The Contractor's bid dated ___ (insert date of bid);
- d) PART 6 – Resulting Contracting Clauses;
- Annex "A" Statement of Work; e)
- Annex "B" Basis of Payment; f)
- g) Annex "D" - Security Requirement Check List

12. Insurance

It is the sole responsibility of the Contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfill its obligations under the Contract and to ensure compliance with required Federal, Provincial or Municipal law. Any such insurance will be provided and maintained by the Contractor at its own expense.

13. **Conflict Of Interest**

In order to provide impartial and objective advice to WD and to avoid any real or apparent conflict of interest, the Contractor represents and warrants that any proposed individual(s) assigned to perform any work under the contract must not be in a situation of conflict of interest that would render it unable to provide impartial assistance or advice to WD, or affect or otherwise impair its objectivity in performing the Work.

Conflict of Interest - Other Work 14.

The Contractor, during and after the period of performance of the Contract agrees that:

- a) It must not bid for any contract to be let as a result of a solicitation where any work performed by the Contractor under this Contract creates a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), and must not participate as a subcontractor or consultant in the preparation of any other Bidder's bid for such a resulting contract; and
- It must not bid for any contract where the Contractor, in its work performed under b) this Contract, is required to assist Canada in evaluating the bids or in overseeing

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- performance of a resulting contract, and must not participate as a subcontractor or consultant in the preparation of any other Bidder's bid for such a resulting contract; and
- c) If its work under the subject Contract involved access to information that would for any reason create a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), the Contractor must not bid for any of that resulting contract(s) or participate as a subcontractor or consultant in the preparation of any other Bidder's bid for any resulting contract;

WD will disqualify any bid from the Contractor (or any entity that either controls or is controlled by the Contractor or, together with the Contractor, is under the common control of a third party, as well as such third party) for contracts as described in this clause, in respect to which WD determines, at its sole discretion, that the bidder's involvement in this Contract, whether direct or indirect, has resulted in a real or apparent conflict of interest or unfair advantage over other suppliers for the Work subject to the solicitation.

15. Collection of Personal Information

- 15.1 It is understood and agreed that to fulfill its obligations under this Contract, the Contractor is required to handle and collect from individual's personal information as defined in the Privacy Act, R.S.C. 1985, c.P-21. The Contractor acknowledges that WD is bound by the Privacy Act regarding the protection of personal information.
- 15.2 The Contractor undertakes to collect and use only the personal information necessary to fulfill the requirements of the Contract and to ensure that the personal information is as accurate, complete and as up to date as possible. The Contractor must, wherever possible, collect personal information directly from the individuals to whom the information relates, unless the individual authorizes collection from another source or the direct collection might result in the collection of inaccurate information. The Contractor must inform the individual from whom the personal information is collected of the purposes of the collection and use of its personal information, the voluntary nature or alternatively the legal requirement to provide the personal information and obtain the individual's consent for the disclosure and use by Canada of the personal information, including the transfer to a successor of the Contractor. The individual must further be informed that the personal information is subject to the Privacy Act and of the right to access as well as to correct the personal information under the Privacy Act.
- 15.3 The Contractor and anyone who works with or for the Contractor must keep private and confidential, during and after the effective period of the Contract, any such personal information collected, created or handled under the Contract and must not use, copy, dispose of or destroy such personal information except in

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accordance with this clause and the delivery provisions of the Contract. The Contractor must appoint a senior officer responsible for ensuring the Contractor's compliance with this clause. The Contractor must at all times take all measures reasonably necessary including those set out in any instructions issued by Canada from time to time for the protection and security of the personal information. The Contractor's premises must at reasonable times be open for inspection The Contractor must ensure that its employees, agents and subcontractors are made aware of the confidential nature of the personal information and are bound by written agreements to hold the information in confidence and deal with in accordance with this Contract.

15.4 It is further understood and agreed that all personal information while under the control and custody of the Contractor in fulfilling this Contract is subject to the Personal Information Protection and Electronic Document Act, S.C 2000, c.5 but that such personal information is the property of Canada. The Contractor shall have no right in or to that information. The Contractor must deliver to Canada all personal information upon completion or termination of the Contract or at such earlier time as Canada may request. Upon delivery of the personal information to Canada the Contractor has no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

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ANNEX "A" STATEMENT OF WORK

Translation Services - English to French

Background

As the federal regional economic department for Western Canada, Western Economic Diversification Canada (WD) has a mandate to promote the development and diversification of the economy of the West (British Columbia, Alberta, Saskatchewan and Manitoba) and to advance the interests of Western Canada in national economic policy, program and project development and implementation. WD works to improve the long-term economic competitiveness of the West and the quality of life of its citizens by supporting a wide range of initiatives targeting inter-related programs – business development, innovation, and community economic development. These programs and services are supported by WD's policy, advocacy and coordination, and internal services. Together, these priorities create a foundation to build the prosperity and competitiveness of the West in the 21st century. WD's corporate office is located in Edmonton with offices in Vancouver, Calgary, Saskatoon, Winnipeg and Ottawa.

WD regularly produces press releases, backgrounders, speeches, brochures, publicity materials, solicitation documents, and other documents related to departmental operations, such as policies, procedures, human resources, financial statements, etc. As a federal department, WD has a legislative obligation to provide all public and most internal documents in both official languages. Therefore, translated versions must reflect a high quality standard established for communication products and designed for various public entities and individuals. The required services must often be provided under tight deadlines, including during the evening and on weekends, and the volume of work to be dealt with is often significant.

WD requires the services of qualified suppliers to provide translation, revision and related services for specific publications and information products. These products are disseminated externally and internally, in print and/or electronic formats, depending on the needs of the specific target audiences. Products include policy position papers, discussion papers, reports, briefing notes, communication products (news releases, speeches, media advisories, etc.), and other documents. The documents may combine text with tables, graphics and special layout requirements, depending on the medium/media used.

The total annual dollar value of contracted translation and revision services, including comparative editing, at WD is estimated at \$150,000.00 per year.

Objective

WD intends to award up to five (5) Task Authorization contracts for the services required to complete the Work, associated with Translation Services, including comparative revision. Task Authorizations will be issued on an "as needed" basis from the date of contract award to March 31, 2015, with four (4), one year (1) options to extend.

| Option Year 1 | April 1, 2015 - March 31, 2016 |
|---------------|--------------------------------|
| Option Year 2 | April 1, 2016 - March 31, 2017 |
| Option Year 3 | April 1, 2017 - March 31, 2018 |
| Option Year 4 | April 1, 2018 – March 31, 2019 |

Scope of Work

The Contractors will provide WD, on an "as needed" basis, with timely professional services: translation, revision, proofreading, quality control and adaptation services of English texts into French and of French texts into English..

More specifically, the Contractor will:

- Provide translation services, mainly from English to French, with a translation capacity of 2000 words in a 7.5 hour period, without resorting to the use of automatic translation.
 Texts that obviously have been translated using automatic translation software will fail quality control and will be deemed unsatisfactory and treated as such.
- Provide editing services, correcting spelling and grammatical errors, style, syntax, structure and uniformity, in accordance with French language standards using *Le guide du rédacteur* from the Translation Bureau, and other recognized French language writing tools as reference.
- Proofread texts ensuring that they reflect originals when re-transcribed or transposed in various mediums.
- Provide quality control services through a second edit.
- Adapt in French, texts written in English, respecting the original content, and taking into account the expectations of the client.
- Compare translation to originals to ensure integrity, accuracy and quality of texts, which
 are distributed simultaneously. Insert in the translated text all missing words or parts of
 the original text.
- Meet the production deadlines as specified by WD, which can be very tight (sometimes within the hour).
- Deliver documents in an electronic version on a compatible electronic medium and/or paper, to respect the formatting and layout of the original (unless otherwise indicated).
- Be able to respond, frequently within very short deadlines, to urgent requests for services, driven by WD's obligations, unannounced administrative demands, etc. On occasion the Contractor may be asked to work in the evening or on weekends.

Volume

Contractor should note that the services delivered under the proposed Task Authorization Contract will be on an "as needed" basis. The amount of work associated with the services in the Contract is fully dependent upon the demands. WD does not imply nor warrant that it will require the Contractor's services to the maximum value of the Contract.

The Contractor must be able to translate approximately 2,000 words over a period of 7.5 hours; this includes receipt of the source text, revision of the translation and delivery of the translated text. The word volume of the Contract will be the number of words demanded by WD. For large documents, sections may have to be delivered according to a specific timeline.

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Linguistic Quality and Terminology Uniformity

The quality of the work delivered under the Contract must meet the following criteria and be to the satisfaction of the WD Translation and Revision Services personnel. The Contractor must:

- 1. Use an elegant style and language appropriate to the target audience that accurately renders the message of the source text.
- 2. Ensure that the work contains consistent terminology and assign, whenever possible, certain documents or group of related documents to the same translator(s) to achieve consistent terminology.
- 3. Ensure that the work contains standardized and consistent terminology when using the services of more than one translator, while respecting the prescribed deadlines.
- 4. Meet the prescribed Work Due Date for delivery of the work, as specified in the approved Task Authorization.
- 5. Deliver work that is free from major errors, notably the following mistakes:
 - a. misinterpretation when one word is used instead of another in the same lexical field (for example, a word is translated as "house" where "mansion" or "castle" would be expected) or in an entirely different category;
 - b. barbarism a word or expression not standard in the language:
 - c. mistranslation a translation that means the contrary of the idea expressed in the source text (calque, faux sense, contre-sens);
 - d. nonsense language or style that is incorrect or unclear;
 - e. additions an element appears in the target text that is not in the source text;
 - f. omissions an element that appears in the source text but not in the target text.
- 6. Deliver work that contains no more than two (2) minor errors for every 400 words of translated text. Minor errors are defined as grammar, punctuation and spelling mistakes.
- 7. Deliver the word in the application, format style and layout of the source document provided by the WD Translation and Revision Services personnel. In addition the following conditions must be adhered to:
 - a. no conversions will be accepted in any form;
 - b. it will not be possible to convert texts from one type of operating system to another or to save texts in an earlier or later version of the source document application(s):
 - c. the Contactor shall use virus detection and elimination systems and agree to take the necessary measures to ensure the delivery of translations through electronic media or other systems that are virus-free; and
 - d. the Contractor must not use unauthorized codes in word processing, tables etc.
- 8. The Contractor will carry out quality control and editing before delivering the work to meet the above conditions.

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Place of Work Located in Canada

The Contractor's place of work must be in Canada. As required by WD, the Contractor may have to work on specific translation and/or revision projects in WD's offices, in the Canada's National Capital Region. If applicable, travel expenses will be reimbursed in accordance with the Treasury Board Travel Directive, without any allowance therein for overhead or profit.

Required Software and Layout

The Contractor shall translate, revise and deliver the texts in the format, style and layout of the source texts, without conversion, using the software that the client requested for the target texts, usually a specific version of Word, Excel or PowerPoint. If the source text is in HTML or PDF format, the Contractor shall translate or revise the text with a software program chosen in conjunction with WD, respecting the original formatting as much as possible.

Also, the Contractor shall use a virus detection and elimination system. The Contractor agrees not to insert unauthorized codes into texts, tables, etc., and to take all necessary measures to deliver the texts on media or by electronic means that are free of viruses.

Quality Control

Contractor and its team must perform quality control on the executed work in order to assure that the material being delivered meets a level of professional standard.

Subcontracting

Subcontracting is not allowed for the completion of the work. By submitting a proposal, the Contractor agrees not to subcontract any work. Any breach of this condition may lead to the cancellation of the contract.

Constraints

- 1. The Contractor must have access to the Internet and have a means of receiving and sending large documents via e-mail.
- 2. The Contractor may be required to provide on-site linguistic services at WD's Ottawa Office, at 141 Laurier Avenue West, 5th floor, Ottawa, Ontario.
- 3. On an "as needed" basis, the Contractor may be required to provide the services on an urgent basis during the evenings, weekends and statutory holidays.

Client Support

WD agrees to provide the Contractor with any information it may have that is not on the organization's internet site that pertains to the document to be translated (publications, electronic or hardcopy versions of reports) and WD terminology. However, WD cannot provide research services on terminology or official names unrelated to WD. Furthermore, research for the translation of bibliographies contained in the documents to be translated shall be the Contractor's responsibility. WD assumes that the Contractor possesses all the necessary tools for this kind of work.

Documentation and Terminology

WD will provide the Contractor with access to its terminology lexicon on an external communications network. The Contractor will be required to send to WD, with the translated text (in a separate file or using comment bubbles in the text), the equivalents of the terminological units found in the text to be translated that are not in Termium Plus or any other terminology source.

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Deliverables

The work must be done using the software version requested or using the same software used in the original text.

Deadlines for required services will be specified in the Task Authorization and agreed to between the WD and the Contractor.

- If the deadline is identified as "by end of business day", the time specified is 5 p.m. Ottawa local time, unless the WD Translation and Revision Services personnel have negotiated a different deadline.
- No deadline will be extended without the prior approval of the WD Translation and Revision Services personnel. If the WD Translation and Revision Services personnel cannot be reached or is not in a position to grant the requested extension, the document must be delivered within the deadline initially agreed upon.

Delivery must be done either by e-mail at the specified e-mail address or by another secure means of delivery. If delivery problems occur, the Contractor must do everything necessary to provide WD with a copy of the translation within the deadline (for example, send an electronic version by courier).

Meetings and Travel

Contractor may be required to participate in meetings with the WD Representative in Ottawa either by telephone or in person. If applicable, travel expenses will be reimbursed in accordance with the Treasury Board Travel Directive, without any allowance therein for overhead or profit.

Official Languages

The Contractor shall be fluent in both official languages, with a professional working proficiency in oral and written English as well as professional French language skills.

Inspection/Acceptance

The work provided under each Task Authorization shall be subject to evaluation and acceptance by the Client, and feedback may be provided as needed.

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ANNEX "B" Part 1 **BASIS OF PAYMENT**

(Complete Annex "B" Part 1 and Part 2- include in Financial Proposal)

| Print Name & Title:Signature: | Date: |
|------------------------------------|-------------------------------------|
| Print Name & Title: | |
| | |
| Name and title of person authorize | ed to sign on behalf of Vendor/Firm |
| Telephone & e:mail: | : |
| | |
| | |
| | |

Payment will be made for time expended and other costs reasonably and properly incurred from the date of contract to contract completion in accordance with the following the Financial Proposal Annex B, Part 2

TOTAL LIMITATION OF EXPENDITURE: \$30,000.00 (maximum contract value)

The Task Authorization Contact Value will be a maximum of \$30,000.00 for the first year and each option year of the contract. Amendments to the contract value will be made as required.

The Task Authorization Contract Value is determined by:

- annual budget of \$150,000.00 divided by 5 'Ranked" ⁴ Contractors = \$30,000.00
- if less than 5 ranked Contractors, the Contract Value will be increased accordingly.
 - the resulting contract value is deemed to be the "Maximum Contract Value" as per Part 6; # 7 Minimum Work Guarantee

The Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is not included in the amount above. GST/HST, as applicable, will be shown as a completely separate item on each invoice.

WD reserves the right to assign work on a Task Authorization basis; regardless of ranking. Work will be assigned based on Contractor expertise, availability, etc.

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⁴ See ANNEX "C" Part 3 for explanation of "Ranked" Contractors

ANNEX "B" Part 2 Financial Proposal

Bidders must complete the financial proposal pricing as required and submit as a separate electronic document for electronic bid submission or in a separate sealed envelope for hard copy bid submission.

Enter, in the table provided on the following page, the firm price rates for Translation Services, from English to French, as described below. The firm price in response to an RFP and resulting contract(s) must include all overhead, general & administrative costs and profit.

Included are the following costs that may be incurred in providing the required services; office space, computer hardware and software, word processing, preparation of reports, photocopying, courier services, facsimile services, telephone services.

Do not include the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) in the prices.

| Translati | on Services |
|-----------|--|
| 1 | The bidder shall translate, at the rate PER WORD in the bidder's fields of specialization, texts that will be submitted on an as and when required basis by the Project Authority. |
| 2 | The bidder shall translate, at the rate PER HOUR, all changes made to a translated text when these changes are not indicated in the text, regardless of whether the translation was done by the bidder or by a third party. The bidder shall collate the old version and the new version, clearly indicating all changes to the client. The bidder shall revise translated texts at the same rate. At the discretion of Western Economic Diversification Canada, this same hourly rate may also apply in other particular circumstances. |
| 3 | The bidder may be required to work on special translation and/or revision projects in Western Economic Diversification Canada offices, mainly in the National Capital Region at the rate PER HOUR. If applicable, travel expenses will be reimbursed in accordance with the Treasury Board Travel Directive, without any allowance therein for overhead or profit. All travel must be approved in advance by the Project Authority. |



| FIRM PRICE (do not include GST / HST) | | | | | | |
|--|----------|-------------------|------------------|------------------|------------------|------------------|
| Translation Service | Unit | Contract Award | Option Year 1 | Option Year 2 | Option Year 3 | Option Year 4 |
| 1 | Per Word | | | | | |
| 2 | Per Hour | | | | | |
| 3 | Per Hour | | | | | |

| Contract Name | Contract Period |
|----------------|---------------------------------|
| Contract Award | Contract Award - March 31, 2015 |
| Option Year 1 | April 1, 2015 - March 31, 2016 |
| Option Year 2 | April 1, 2016 - March 31, 2017 |
| Option Year 3 | April 1, 2017 - March 31, 2018 |
| Option Year 4 | April 1, 2018 - March 31, 2019 |

Rates will apply to all texts, regardless of length or type. However, in extraordinary circumstances, for example when the allotted time is shorter than normal, the Project Authority or the latter's authorized representative may negotiate with the bidder a reasonable urgency premium, according to the priority and complexity of the work to be performed, the allotted time and any other factors relevant to the case in hand.

In this document, "revision" refers to the revision of a French text against the English version.

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ANNEX "C" EVALUATION PROCEDURES AND CONTRACTOR SELECTION METHOD

Mandatory Criteria

A proposal must meet all of the mandatory requirements set out in the evaluation criteria. Proposals that fail to meet these requirements will be discarded without further consideration.

Contractors interested in undertaking the Work described in the Statement of Work (SoW) must provide the following:

Annex "C" Part 1 - Mandatory Requirements

The proposal must demonstrate that all proposed resources possess the qualifications specified in the Statement of Work by providing a detailed résumé for the proposed resource(s), stating the resource's work experience, education and other relevant details which clearly indicate that the resource meets the mandatory requirements. Failure to provide sufficient details to meet the mandatory criteria will result in the proposal being deemed non-responsive and will not proceed any further in the evaluation process.

| MAN | DATORY CRITERIA | Page | Meets | Does |
|-------|--|--------|-------|------|
| For e | ach criterion, identify the relevant page number in your | number | | not |
| propo | osal. | | | meet |
| M1 | Overall Experience - Each resource must provide an up to | | | |
| | date curriculum vitae clearly demonstrating the following: | | | |
| | Experience (minimum 4 years) in: | | | |
| | Translation | | | |
| | Revision and/or Proofreading | | | |
| | Providing translation services to a Government of Can- ada client | | | |
| | Education: | | | |
| | accreditation from a recognized university in translation, linguistics, or a related field | | | |
| | valid certification from the Canadian Translators and In- | | | |
| | terpreters Council (CTIC) or its provincial equivalent | | | |
| M2 | Quality Control - Bidder must provide a detailed quality | | | |
| | assurance plan demonstrating their ability to provide quality | | | |
| | translation and revision including: | | | |
| | provide an organization chart | | | |
| | identify method of revision of source documents prior to return to client | | | |
| | method of verifying correct scientific or technical termi- nology | | | |
| M3 | References | | | |
| | The bidder must provide three (3) references of which a | | | |
| | minimum of two (2) will be contacted. Complete Annex "D"- | | | |
| | References | | | |

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Annex "C" Part 2 - Point Rated Evaluation Criteria

Each proposed resource will be evaluated based on their individual merit for rating criteria R1 and R2. For firms with greater than three (3) proposed resources, the average score of the top 3 resources will be used as the Points Awarded for the purposes of further evaluation.

Example: Resource 1 = 57 points

Resource 2 = 65 points Resource 3 = 61 points

Total = 183 points divided by 3 = 61 points average

It is essential that the elements contained in proposals be stated in a clear, concise manner. Proposals should be in the same order and formatted using the same sections as the RFP. Proposals will be evaluated solely on their content. Items not addressed will be given a score of zero.

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Contractor Name:

Resource Name:

| | Criteria | Rating | Page number | Points Awarded |
|-------|---|------------------------------------|----------------|-------------------|
| R1 | The proposed resource's | 0 points = less than 4 years | | |
| | number of years providing | 10 points = 4 to less than 5 years | | |
| | English to French | 20 points = 5 to 7 years | | |
| | translation services. | 30 points = greater than 7 years | | |
| | | Maximum 3 | 30 points | |
| R2 | Proposed resource | Points awarded per field. | | |
| | number of years | | | |
| | experience translating | 0 points = less than 2 years | | |
| | federal government text | 2 points = 2 to less than 4 years | | |
| | from English to French; | 3 points = 4 to 5 years | | |
| | related to the following | 4 points = greater than 5 years | | |
| | fields: | | | |
| | Communications | | | |
| | Finance | | | |
| | Audit and Evaluation | | | |
| | Informatics (IM/IT) | | | |
| | Infrastructure | Complete Annex "E" | | |
| | Environmental | Fields of Specialization | | |
| | Assessments | • | | |
| | 387 1 2 | | | |
| | | | | |
| | Internet Factorial Advantage | | | |
| | Federal Administration | | | |
| | Human Resources | B# and transition | 10 : 1 | |
| R3 | Deferences | Maximum 4 | 40 points | |
| κs | References The hidder must provide | Quality of service. | | |
| | The bidder must provide | 0 points - Door | | |
| | references from three (3) | 0 points = Poor | | |
| | clients of which two (2) will | 5 points = Fair | | |
| | be contacted. | 10 points = Good | | |
| | Complete Argany "D" | 20 points = Very Good | | |
| | Complete Annex "D" | 25 points = Excellent | | |
| | References | 30 points = Systematically | | |
| | | Excellent Maximum 3 | 20 nointe | |
| | | waximum . | oo poiiits | |
| Overa | all Maximum Points 100 | | | |

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Annex "C" Part 3 - Basis of Selection and Ranking

Highest Responsive Proposal - Combined Rating: Technical Merit (70%) & Price (30%)

To be declared responsive, a bid must:

- (a) Comply with all the requirements of the bid solicitation; and
- (b) Meet all the mandatory requirements at Bid Closing.

Bids not meeting (a) or (b) will be declared non-responsive.

Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted. The scoring of price is done by giving full marks to the lowest priced responsive proposal with other proposals being given a prorated score.

The lowest priced technically responsive proposal is allocated the maximum points of 30 and other price proposals are prorated accordingly. Technical scores are prorated against the total possible score.

The proposal with the highest total score, when adding the technical points and the price points, will be ranked # 1, with the second highest score ranked # 2, etc. **Only the top 5 ranked proposals will be awarded a Task Authorization Contract**. If the event of a tie in the number of points awarded, the proposal with the highest number of technical points will be considered the "winner".

The purpose of selection and ranking is to determine the top five (5), maximum, responsive proposals for Task Authorization Contract award. WD reserves the right to assign work on a Task Authorization basis; regardless of ranking. Work will be assigned based on Contractor expertise, availability, etc.

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EXAMPLES

Basis of Selection and Ranking as per Annex C Part 3

Highest Responsive Proposal - Combined Rating: Technical Merit (70%) & Price (30%)

| Highest Combined Rating Technical Merit (70%) and Price (30%) | | | | |
|---|----------|----------|----------|--|
| | Bidder 1 | Bidder 2 | Bidder 3 | |
| Technical Points (maximum 100) | 93 | 95 | 90 | |
| Financial Evaluation Score | 495.00 | 195.00 | 405.00 | |

| Financial Evaluation Score | | | | | | | | |
|----------------------------|------------------------|-----------------|---------------------------------------|----------|----------------------------------|--|--|--|
| | Translation Service | Average Price 5 | Multiplication Factor ⁶ | Total | Financial Evaluation Score | | | |
| Diddor 1 | 1 | \$0.25 | 1500 words | \$375.00 | 405.00 | | | |
| Bidder 1 | 2 & 3 | \$80.00 | 1.5 hours | \$120.00 | 495.00 | | | |
| Bidder 2 | 1 | \$0.10 | 1500 words | \$150.00 | 105.00 | | | |
| bludel 2 | 2 & 3 | \$30.00 | 1.5 hours | \$45.00 | 195.00 | | | |
| D: 11 0 | 1 | \$0.22 | 1500 words | \$330.00 | 405.00 | | | |
| Bidder 3 | 2 & 3 | \$50.00 | 1.5 hours | \$75.00 | 405.00 | | | |

| Ranking Determination | | | | | | |
|-----------------------|------------------------------|------------|---------------------------------------|-------|--------------|---------|
| | Technical F | Points 70% | Financial Points 30% | | Total Points | Ranking |
| Bidder 1 | 93 X 70 100 | 65.1 | $\frac{195.00^7 \times 30}{=}$ 495.00 | 11.81 | 76.91 | 3 |
| Bidder 2 | 95 X 70 = 100 | 66.5 | 195.00X 30 = 195.00 | 30.00 | 96.50 | 1 |
| Bidder 3 | $\frac{90 \times 70}{100} =$ | 63.0 | 195.00 X 30 = 405.00 | 14.44 | 77.44 | 2 |

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⁵ average price based on all 5 contract years.

⁶ for evaluation purposes only to determine pricing points

⁷ represents lowest price proposal

SECURITY REQUIREMENT CHECKLIST - ANNEX "D"

| 4 | Western Economic Diversification de l'économie Cu Diversification de l'économie Cu de l'Ouest Canada | | | | | / Numero da o -14-5018 | nirat | | |
|----------------|--|--|-----------|----------------------|------------|--|-------------------------|--|------------------------|
| | | | | | | Becuri | Refleible | r / Classificatio ty / Flabilité L/ Segret | n de sécurité |
| BECURITY R | REQUEREMENTS CHECK (ERIFFICATION DES EXIGE) | .IST (GRGL) #GES RELATIVES Å | LA SÉCI | URLTTÉ (LV | ERS] | | 9 | | |
| | INTRACTINEORMATION Directorate / Direction géné | | | | | ype de conirei | | | |
| Trenslation | /Traduction | | 1 | | | on-compálif 🔲 | Competitive Type: TA | /compete [Contract | ₫ |
| | dallon of Wook / Brève desc on Services / Services | | | | | | | | |
| 4. Contract a | mount / Montant du comrat | | | | | end address (for non- egnis (gour les contr | | | |
| | tert and End date / Date de to March 31, 2019 | dábul et da fin du co | ntral | | | | | | |
| 7. VAII the su | ppker require / Le fournieu | gur acra-1-II : | | | | | | | |
| | taps to PROTEC (ED and/o des à dos renseignements o | | | | u CLASS | SIFTÉS 7 | | ☐ No Non | Ort Aes |
| | accesa cauf to WD premise soin d'une carte d'accès au | | | | | | | Ma Non | Yes Oya |
| 7.3 900 | ess to the deperimental co de su réseau brannatique | mpoter network? | | | | | | ⊠ Non Mon | ☐ Yes Out |
| PART B - 84 | HEGUARDS (SUNMUER) ON / ASSETS / RENS | PARTIE B - MESU | | ъотести | ON IFOR | JRNISSEUR) | 100 | 1901 | |
| 8. Will the au | opfler be required to receive sour sera-t-II tenu de receive | Malore PROTECTED | and/or GI | | | | | □ No | ∑ Yes |
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| 9.2 Will the e | uppēer be required to electr secur eere-t-ti teru do trens | onkally transmit sen | | | | | ıbstòre 7 | No Nor. | ☐ Yee Oul |
| | uppBer be required to safeg aseur sera-til lend de pioté | | | | MSEC* | 7 | | No Noo | ☐ Yes |
| | gulpment and measures for | | | | | | Maniputation d | | |
| FART C - PL | urileires pour fin de Irantmi RESONNEL (FRANTIL C | PERSONNEL | ургодсар | nie, leapji | IOHNEVIENE | copieur secure) | STORY IN | Sec. 14.00 | |
| 10. 8UMMAI | RY CHART / TABLEAU RE | CAPITULATIF | | | | | | | |
| | Category Catégoria | Please refer to greation : | | KOTECTIEX PROTÉGÉ | | CLASS | IFIED / CLAS | 制制 | |
| | | Veublez vous référer à le question : | A | 3 | С | CONFIDENTIAL CONFIDENTIAL | SECRET | TOP SECRI TRES SECRET | ĒT T |
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| [1] | Link en Ti | 9.2 | | ⊠ | | | Ø | ₽ | |
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| | kovmentetton otleched to t nonteton sesociae à la prés | | | | | SIFIÉE? | ⊠ No [| Yes, layer | , |

Soptember 2013

M.



| Wostone Goonante Ottenatication Date | Ohversition | rikn de l'économie Cenada | | Contract Number / Numbro du contrat 41/901-14-6013 Security Classification / Classification de sécurité Reliability / Friebilité Reliability / Friebilité |
|---|---------------------------|---|---|---|
| PARTID - AUTHORIZATION / DAD | TIC D - AUTHO | RISATION | | |
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| 19kophono No. – N° de 1949phone 813-960-8972 813-841-2559 | Fecsimile No 613-952-7 | o N° die têlécopieur 7302 | E-mail address – A Andrae-anné.gi deo.gc.ce / chantal.lebjanc deo.gc.ce | (20C) (2019) - <u>5w@bien</u> |
| 4. Organization Security Authority | Responsable d | e la sécurité de l'organis | | 1/ / |
| Naute (priol) – Nom (an lettras moul Kevlin Johnson | | Title - Title Menager / Gestlor | nalre | SULYNDIN |
| Telephone Ma, - N° do 10liphone 780-495-6057 | 780-495-8 | o, - N° de lélécopleus I 198 | E-meti address - A Kevin, johnson@ dec.gc.ca | |
| Are there additional inclinations Des instructions aupplémentaire | (e.g. Security G | uide, Security Classifics | lion Guide) etteched? | al sont-elles folcass ? Non. Oul |
| Name (print) Nam (en lethes mod Nancy Henderson Telephone No N° de LONghone S13-952-8232 | | Tilla - Târe Procurement Offic d'approvisionnem p N° de telécopéeur 188 | | |
| | | | | |
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| | | Security Okealileation | / Class Roation de sécu | rité |
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ANNEX E REFERENCE TABLE AND REFERENCE QUESTIONS

Contractor Name:

Provide contact information for a minimum of three (3) clients for whom you have provided translation work. Complete this form and return with the completed proposal as per Part 3 Bid Preparation Instructions; Part 1 Technical Bid.

| | Reference # 1 | Reference # 2 | Reference # 3 |
|---------------------------|---------------|---------------|---------------|
| Company / Client Name | | | |
| Contact Person | | | |
| Title | | | |
| E-mail | | | |
| Phone Number | | | |
| Fax Number | | | |
| Other contact information | | | |



| subm | itted a proposal in response to our request and |
|---|---|
| listed you as a reference for our evaluation. | We would like to obtain your input on their |
| performance pertaining to the following four | (4) questions: |

- a) The quality of a translation can be assessed on the basis of various factors, such as semantical equivalence between the target text and the source text, language quality, accuracy and consistency of terminology. Overall, how would you describe the quality of the translation texts produced by this company?
 - Poor
 - Fair
 - Good
 - Very Good
 - Excellent
 - Systematically excellent
- b) Overall, how would you describe the quality of this company's administrative services (invoicing, managing requests, calls and requests follow-up)?
 - Poor
 - o Fair
 - Good
 - Very good
 - Excellent
 - Systematically excellent
- c) In delivering translation, is this company:
 - Frequently late
 - Occasionally late
 - Rarely late
 - Never late
- d) Overall, how would you describe this company's availability:
 - Very limited availability
 - Variable availability
 - Regular and consistent availability
 - Constant availability



Contractor Name:

Annex "F"

Fields of Specialization

| Resource Name: | | | | | |
|---|---|--|--|--|--|
| Complete this form, for each proposed resource and return with the completed proposal as per Part 3 Bid Preparation Instructions; Part 1 Technical Bid. | | | | | |
| Fields of Specialization | Number of years of experience in translation from English to French | | | | |
| Communications | | | | | |
| Finance | | | | | |
| Audit and Evaluation | | | | | |
| Informatics (IM/IT) | | | | | |
| Infrastructure | | | | | |
| Environmental Assessments | | | | | |
| Websites | | | | | |
| Internet | | | | | |
| Federal Administration | | | | | |
| Human Resources | | | | | |



SAMPLE ONLY ANNEX "G" **TASK AUTHORIZATION FORM**

TASK AUTHORIZATION FORM – ANNEX "G"

Translation Services Contract Number: 4W001-14-

Authorization of Services to be Performed on an "As Requested" Basis

WD reserves the right to assign work on a Task Authorization basis; regardless of ranking. Work will be assigned based on Contractor expertise, availability, etc.

| Contractor | | | | |
|----------------------------|--|----------------------|-----------|--|
| Request Date | | Contract No.: | 4W001-14- | |
| Deadline | | TA No.: | | |
| Service Delivery Location: | | TA Amend No. | | |
| | | Increase/ Decrease | | |
| Coding: | | Previous Cost | | |
| | | Total Estimated Cost | | |

Description of the Task/Work to be Completed

Deliverable Description

The work must be done using the software version requested or using the same software used in the original text.

Deadlines for required services will be specified in the Task Authorization and agreed to between the WD Translation and Revision Services personnel and the Contractor.

- If the deadline is identified as "by end of business day", the time specified is 5 p.m. Ottawa local time, unless the WD Translation and Revision Services personnel have negotiated a different deadline.
- No deadline will be extended without the prior approval of the WD Translation and Revision Services personnel. If the WD Translation and Revision Services personnel cannot be reached or is not in a position to grant the requested extension, the document must be delivered within the deadline initially agreed upon.

Delivery must be done either by e-mail at the specified e-mail address or by another secure means of delivery. If delivery problems occur, the Contractor must do everything necessary to

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provide WD with a copy of the translation within the deadline, for example: send an electronic version by courier.

| From Contractor's proposal, Annex | "B" Financial Proposal, dat | ed(insert date) |
|--|---|---------------------------------------|
| Total Firm Price (includes: labour overhead, profit and all other cost | supplies, | |
| GST/HST | \$ | |
| TOTAL COST | | |
| (Includes: Total Firm Price, GST/F | \$ | |
| You are requested to sell to Her Materms and conditions set out herein herein and on any attached sheets Western Economic Diversification | referred to herein or attach at the price set out therefor | ned hereto, the services listed e. |
| Name: | Signature: | Date: |
| Western Economic Diversificati | on Canada - Contracting <i>I</i> | Authority |
| Name: | Signature: | Date: |
| Acceptance by Contractor Check applicable Option and return I accept this task aut I do not accept this task | | · |
| Contractor Name and title of person authorized | to sign on behalf of Vendor/Fi | rm |
| Name: | Title: | |
| Signature: | | Date: |
| | | |