

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau  
Québec  
K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Transcription	
<b>Solicitation No. - N° de l'invitation</b> 35035-155033/A	<b>Date</b> 2015-06-24
<b>Client Reference No. - N° de référence du client</b> 35035-15-5033	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$CY-007-67569	
<b>File No. - N° de dossier</b> cy007.35035-155033	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-07-29</b>	
<b>Time Zone</b> Fuseau horaire Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Westall, Susan	<b>Buyer Id - Id de l'acheteur</b> cy007
<b>Telephone No. - N° de téléphone</b> (613) 949-8350 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PRIVY COUNCIL OFFICE AUDIO VISUAL SERVICES 85 SPARKS STREET, RM 427 OTTAWA ON K1A 0A3 ATTN: TRISTAN WILSON	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Communication Procurement Directorate/Direction de  
l'approvisionnement en communication  
360 Albert St./ 360, rue Albert  
12th Floor / 12ième étage  
Ottawa  
Ontario  
K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Annex A includes the Statement of Work, Annex B includes the Basis of Payment.

### **2. Summary**

- (i) The Contractor(s) will provide the Privy Council Office, on an as and when requested basis, verbatim transcripts of client-provided audio/video of the Prime Minister's speaking events and/or other members of the federal Cabinet, and various other events.
- (ii) The period of the contract is from September 1, 2015 to August 31, 2016 with three (3) additional one (1) year option periods.
- (iii) The requirement is subject to the provisions of the Agreement on Internal Trade (AIT);
- (iv) The requirement is subject to a preference for Canadian goods and/or services.

### **3. Debriefings**

After contract award, 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 1.1 SACC Manual Clauses

A7035T (2007-05-25), List of Proposed Subcontractors

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

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

an individual;

an individual who has incorporated;

a partnership made 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

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*various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.*

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

### **Former Public Servant in Receipt of a Pension**

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

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

name of former public servant;

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:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

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.

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#### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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. 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**

### **1. Bid Preparation Instructions**

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

Section I: Technical Bid (4 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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 :

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

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

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

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

- 1.1 Bidders must submit their financial bid in accordance with the of Basis of Payment in **Annex B**. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

#### **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

- (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) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

Bidders' proposals **must meet ALL** of the following mandatory criteria to be considered for further evaluation under the Point-Rated Criteria. Failure on the part of the Bidder to meet any one of the Mandatory Criteria will result in their proposal being deemed non-compliant, with the proposal being given no further consideration.

##### M.1 - Language Capabilities

Bidders must provide English and French language media products and services.

To demonstrate this ability, bidders must describe how they are organized to provide products and services as described in the Statement of Work, in English and in French.

##### M.2 - Experience

The Bidders must demonstrate a minimum of two (2) years' experience providing products/services similar to those outlined in the Statement of Work, within the last five (5) years from the closing date of this RFP. To demonstrate this experience, bidders must describe when and how the experience was obtained.

##### M.3 - Previous Projects

Bidders must have provided two (2) projects for the products/services described in the Statement of Work to a minimum of two (2) organizations within the last five (5) years from the closing date of this RFP. Bidders must demonstrate they meet this requirement by providing the following information for each project:

- Organization name and contact information
- Project date

- 
- A description of the work performed

#### **M.4 - Customer Support**

The Contractor must be available to respond to and action requests, as well as resolve any product or service issues, between the hours of 6:00 a.m. EST. and 1:00 a.m. EST on weekdays, and from 7:00 a.m. EST to 1:00 a.m. EST on weekends and holidays. The Bidder must demonstrate how they are organized to meet this requirement.

On occasion, in the case of extreme urgency, the Project Authority may have a requirement to place a request outside of these hours. The Bidder must therefore demonstrate how they are organized to provide the Project Authority with a method of placing requests 24 hours a day, 7 days a week, 365 days a year.

#### **M.5 - File Storage**

The bidder must demonstrate that they are able to provide a minimum of 500 Gigabytes of storage for recordings.

#### **1.1.2 Point Rated Technical Criteria**

To be considered responsive Bidders MUST obtain a minimum 70% score for each of the point rated criteria (R1, R2, R3). Bidders must also obtain a minimum overall score of 75% (90 points) of the total points available for R1, R2 and R3 combined (120 points).

#### **R.1 - Approach and Methodology (30 points / 21 points minimum)**

Bidders should demonstrate their understanding of the requirement by providing sufficient detail to allow for a complete and full understanding of how tasks and activities will be undertaken in order to meet the requirements described in the Statement of Work.

Bidders should describe the approach and methodology that will be used in completing all aspects of the product and/or service. The approach and methodology should demonstrate an understanding of the requirement. Bidders should demonstrate how they are organized to meet the deadline requirements identified in the Statement of Work as well as how they are able to respond to urgent requests. By whom, when and how client liaison will be maintained should also be described.

**Approach and Methodology will be evaluated as follows:**

<b>Criterion</b>	<b>Weighting*</b>	<b>0 points (criterion is not met)</b>	<b>1 point (criterion is partially met)</b>	<b>1.5 points (criterion is fully met)</b>	<b>2 points (criterion is exceeded)</b>
a) Approach, methodology and understanding of the requirement (max 15 points)	7.5	-not provided	-approach and methodology are described but are unclear	-approach and methodology demonstrate an understanding of the requirements  -details are clear and logical and demonstrate how requirements will be met	-approach and methodology is complete and detailed and demonstrate a full and complete understanding of the requirements  -details are clear and logical and demonstrate how requirements will be met and even exceeded
b) Ability to meet deadline requirements as described in the Statement of Work (max 10 points)	5	-not provided	-is described but is unclear and does not demonstrate the ability to meet deadline requirements	-is described and demonstrates the ability to meet the deadline requirements	-is complete and detailed and demonstrates the ability to meet and exceed the deadline
c) Ability to meet urgent requests (max 3 points)	1.5	-not provided	-is described but is unclear and does not demonstrate the ability to meet urgent requests	-is described and demonstrates the ability to meet urgent requests -how changes to keywords and sources are implemented is described	-is complete and detailed and demonstrates the ability to meet urgent requests -examples of previous urgent requests completed are provided
d) Client liaison (max 2 points)	1	-not provided	-is described but unclear	-is described and demonstrates a good level of customer service -customer service is reactive	-is complete and detailed and demonstrates a superior level of customer service  -describes customer service standards -a key contact and back-up contact is provided -customer service is proactive as well as reactive -roles and responsibilities of customer service personnel are described

**\*Weighting:** To determine the Bidder's points, the points obtained for each criterion listed above will be multiplied by the weighting factor. For example, where a weighting factor for a criterion is 5 and the Bidder's score is 2 points, the total points for those criteria will be 10.

## R.2 -Experience and Expertise of the Firm (60 points / 42 points minimum)

Bidders should outline their experience and expertise by providing details of two (2) projects completed or ongoing in the last five (5) years prior to the closing date of this RFP.

Details should include a description of the work performed, sample of the work performed, deadline requirements, and the contact information (organization, contact name, email address and phone number). A letter of reference for each project should be provided. The letter of reference should confirm that the Bidder met the deadline requirements for the project.

Criterion	Weighting*	0 points (criterion is not met)	1 point (criterion is partially met)	1.5 points (criterion is fully met)	2 points (criterion is exceeded)
a) Project description (max 7.5 points per project points for a total of 15 points)	3.75	-not provided	-project description does not demonstrate experience providing the services required as outlined in the Statement of Work	-project description demonstrates experience providing services similar to those required as outlined in the Statement of Work	-project description demonstrates experience in providing all services required as outlined in the Statement of Work
b) Samples - relevance to requirement as identified in the Statement of Work (max 7.5 points per project for a total of 15 points)	3.75	-not provided	- sample is irrelevant to this requirement -does not demonstrate experience providing the services required as outlined in the Statement of Work	- sample is relevant to the requirement -demonstrates experience providing services similar to those required as outlined in the Statement of Work	- sample is relevant to the requirement -demonstrates experience in providing all services required as outlined in the Statement of Work
c) Quality of samples (max 7.5 points per project for a total of 15 points)	3.75	-not provided	-demonstrates poor quality of language with many spelling and/or grammar errors (more than 4) -poorly formatted -difficult to read	-demonstrates editing and writing of good quality with few minor spelling and/or grammar errors (less than 5) -easy to read format	-demonstrates editing and writing of excellent quality with no spelling or grammatical errors -easy to read format
d) Deadline requirements (max 4 points per project for a	2	-not provided	-project did not require fast turnaround following request (turnaround was	-project required fast turnaround following requests (within four hours or less)	-project required delivery of materials on weekends;- project required very fast

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maximum of 8 points)			more than four hours from request).		turnaround following request (within two hours or less).
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e) Letters of reference (max 3.5 points per project for a maximum of 7 points)	1.75	-reference letter not provided	-letter of reference does not confirm that the Bidder met the deadline requirements of the project	-letter of reference confirms that the Bidder met the deadline requirements of the project	-letter of reference confirms that the Bidder met and exceeded the deadline requirements of the project
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### R.3 - Quality Control and Backup Plans (30 points / 21 points minimum)

Bidders should describe the quality control system in place to ensure all relevant media materials are captured, accurate and relevant to the department, and delivered on time for each product/service included in the category for which a proposal is submitted. Bidders should also provide a backup plan that would be followed in case of system failure or unavailability of key personnel. The following information should be included:

- quality control activities including a description of the proofreading and editing process;
- mechanisms and performance standards to ensure day-to-day operations; and
- backup plans.

Criterion	Weighting	0 points (criterion is not met)	1 point (criterion is partially met)	1.5 points (criterion is fully met)	2 points (criterion is exceeded)
a) Quality Control Plan (max 15 points)	7.5	-not provided	-quality control plans provide limited details	-details demonstrate adequate quality control mechanisms are in place -materials go through a minimum of one quality control stage	-details demonstrate superior quality control procedures and mechanisms are in place -materials are proofread and edited (where applicable) prior to delivery -materials go through two or more quality control stages
b) Mechanisms and Performance Standards (max 10 points)	5	-not provided	-limited details provided to demonstrate mechanisms and performance standards are in place; -little assurance that all relevant media materials will be captured	-details demonstrate some mechanisms and performance standards are in place -demonstrates adequate mechanisms to minimize the risk of the Bidder missing relevant media materials	-complete and detailed and demonstrates mechanisms and performance standards are in place for all aspects of service delivery -details demonstrate the Bidder's process ensures relevant media materials are not missed -potential challenges in service delivery are identified with mechanisms

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					identified to meet service standards
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c) Backup Plan (max 5 points)	2.5	-not provided	-limited details provided to demonstrate a backup plan is in place	-details demonstrate adequate backup plans to meet requirements -alternate delivery methods are identified	-details demonstrate superior backup plans in place addressing all aspects of service delivery -demonstrates availability of backup personnel -alternate delivery methods are identified -demonstrates availability of backup systems
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## 1.2 Financial Evaluation

### 1.2.1 Calculation of the Total Aggregate Price

For evaluation purposes only, the following estimated quantities will be used by the Contracting Authority to calculate the TOTAL AGGREGATE PRICE (TAP).

The TAP will be evaluated on the total requirement, including option years.

The TAP will be calculated for the contract period and each of the option periods by multiplying the estimated quantities indicated below in the category tables entitled "Estimated quantities for evaluation purposes only", by the firm all-inclusive rates proposed by the Bidder in Annex "B".

### Transcription of client-supplied audio/video

Product/Service	Description	Sources	Unit	Volume
Transcripts	Transcripts of client-supplied audio/video	Transcripts	Per single-spaced page of 250 words or less	600 pages
			Per additional page	120 pages

## 2. Basis of Selection

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation; and
  - (b) meet all mandatory technical evaluation criteria; and
  - (c) obtain the required minimum points for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated cost per point will be recommended for award of a contract.

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a 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 non-responsive 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. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### 1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003 . The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

#### 1.3 Canadian Content Certification

SACC Manual clause A3050T (2014-11-27) Canadian Content Definition

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

Bidders should submit this certification completed with their bid. If the

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certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive.

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## **PART 6 - FINANCIAL REQUIREMENTS**

### **1. Financial Capability**

SACC Manual clause A9033T (2012-07-16), Financial Capability

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## PART 7 - 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. 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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/achoc-eng.jsp>) Manual issued by Public Works and Government Services Canada.

#### 2.1 General Conditions

2035 (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 3. Term of Contract

#### 3.1 Period of the Contract

The period of the Contract is from September 1, 2015 to August 31, 2016 inclusive.

#### 3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

### 4. Authorities

#### 4.1 Contracting Authority

The Contracting Authority for the Contract is:

Susan Westall (or authorized representative)  
Senior Supply Specialist  
Public Works and Government Services Canada  
Public Opinion Research and Media Monitoring Procurement Section  
Constitution Square I - Floor: 12th Floor  
360 Albert Street  
Ottawa, Ontario K1A 0S5  
Telephone : 613-949-8350  
Fax : 613-993-2581

E-mail : susan.westall@tpsgc-pwgsc.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.

**4.2 Project Authority**

The Project Authority for the Contract will be determined at award of contract.

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.

**4.3 Contractor's Representative**

Name: \_\_\_\_\_

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

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

**5. Payment**

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

**5.1 Basis of Payment - Limitation of Expenditure**

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 \$\_\_\_\_\_. Customs duties are subject to exemption and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

**5.2 Discretionary Audit**

C0705C (2010-01-11) Discretionary Audit

**6. Invoicing Instructions**

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

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(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and Payment.

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

## 7. Certifications

**7.1** 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.

## 7.2 SACC Manual Clauses

A3060C (2008-05-12) Canadian Content Certification

## 8. Applicable Laws

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

## 9. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2014-09-25), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_

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## ANNEX A

### STATEMENT OF WORK

#### 1. General Requirements and Deliverables

The Contractor must provide the Government of Canada with media monitoring products and services described below under Section 2 - Statement of Work, and delivered and packaged in the required formats.

The Contractor must adhere to requests made by the Project Authority with respect to style of writing and editing. The Contractor must deliver products and services of high quality<sup>1</sup> and must meet early delivery deadlines, requests on short notice and extensive time coverage.

The Contractor must be available to respond to requests from the Project Authority from 6 a.m. to 1 a.m. on weekdays and from 7 a.m. to 1 a.m. on weekends and holidays, in order to respond to special requests and deal with service-related issues.

On occasion, in the case of extreme urgency, the Project Authority may have the requirement to place a request outside of these hours.

#### 2. Statement of Work

##### Transcription of Client-Supplied Audio/Video

The Contractor must provide, on an as and when requested basis, verbatim transcripts of client-provided audio/video of the Prime Minister's speaking events and/or other members of the federal Cabinet, and various other events. These recordings will be provided by the Project Authority. Format of recordings will normally be .mp3 digital audio but could be .wav, Real and QuickTime and .mpv video files. The Contractor must also be capable of producing a transcript from an analog audio cassette, a videocassette or DVD, from a phone feed of a live or pre-recorded event, as well as any other future pc-based audio formats.

This service may be required occasionally (15-30 times a month).

Speed of response time is critical during the availability times:

- ✓ Transcripts of recordings up to fifteen minutes in length must be delivered within ninety minutes of receipt of the file
- ✓ Transcripts of recordings longer than 15 minutes must be delivered using the rule of one hour for every 15 minutes of speech after the initial 15 minutes
- ✓ There will be occasions when a quicker response time is required for special events; this will be stated when the audio file is uploaded to the Contractor, and the Contractor is expected to make every attempt to adhere to the deadline. Additionally, the Project Authority may escalate the turnaround time while the transcript is in progress.

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<sup>1</sup>High quality is defined as error free and meeting all the requirements specified in the Statement of Work (Section 3).

- ✓ The Contractor must immediately notify the Project Authority if any difficulties are encountered transcribing an event.

#### Delivery of recordings to the Contractor

The Contractor must have an ftp site, and give access to the site to the Project Authority and designated key clients as required, to facilitate the immediate delivery of recordings from anywhere in the world over the Internet to the Contractor, and the downloading of the same recordings by the Project Authority and designated key clients.

Technical requirements of the Contractor's ftp site are: a separate, read-only ftp access for key clients, immediate technical support by the Contractor for any site problems during all hours of the Contractor's operation, all ftp site changes to be pre-approved by the Project Authority, 24/7 availability of site, as well as a second backup site on a separate server, and ability to view and process files with large filenames. The Contractor must agree to store the recordings on the ftp site for three months and have a minimum of 500 gigabytes of storage available for the Government of Canada.

The Contractor must facilitate email communication with providers of the recordings through any commonly-available free email services.

#### Delivery of transcripts

Transcripts are to be sent electronically to a client distribution list provided by the Project Authority. Format of transcripts will be Microsoft Word, on an 8 ½ X 11" double-spaced page; the text of the transcript must also be copied into the body of the same email. The distribution list will be managed by the Project Authority, is subject to modification without notice, and the Contractor must revise the list immediately upon receipt. In addition, the Contractor should respond to ad-hoc requests from key clients (those uploading files or on the distribution list) outside of business hours if the Project Authority is not immediately available.

Quality of both English and French texts is essential and no more than 2% of the text, on average, should be identified as "inaudible". It should be understood that most of these recordings will include segments in both official languages, and therefore bilingual transcribers will nearly always be required.

### **3. Copyright of Media Monitoring Products and Services**

Copyright belongs to Canada except where material being delivered by the Contractor includes copyrighted works of a third party.\* Where copyright belongs to Canada, the Government of Canada reserves the right to distribute products to all federal departments and agencies without additional cost. Where copyright belongs to a third party, the distribution will be limited to the Privy Council Office.

\* These include: audio and video clips from radio and television broadcasts, closed caption transcripts from radio or television broadcasts, full newspaper clippings and images of newspaper front pages.

### **4. Non-Performance**

"Non-performance" by a Contractor means:

- 1) The Contractor has delivered a product or products that are not relevant in accordance with the description of media materials required as identified in the Statement of Work. In this situation of non-performance, the Project authority will return the products to the Contractor for full credit.

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2) The Contractor has delivered a product or products of unacceptable quality. Unacceptable quality is defined as containing errors, unreadable, and/or not meeting the requirements specified in the Statement of Work. In this situation of non-performance, the Project Authority will return the products for full credit.

3) The Contractor has delivered a product or products late or after the delivery deadline.

For the purposes of non-performance, "late or after the delivery deadline" is defined as not meeting the deadlines as stated in the Statement of Work. In this situation of non-performance the Contractor will incur a penalty of 25 percent of the invoiced amount for every 15 minutes of delay unless the Contractor can demonstrate that the delay is due to unavailability of media sources.

In situations of unacceptable non-performance in terms of quality or late delivery, the contract may be terminated with 30 days' notice.

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## ANNEX B

### BASIS OF PAYMENT

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work, as detailed below. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

All prices are all-inclusive, including travel and living expenses, and all other expenses incurred in the performance of the work.

#### Transcription of Client-Supplied Audio/Video

##### B-1. For the contract period from September 1, 2015 to August 31, 2016

Product/Service	Description	Sources	Unit	Price
Transcripts	Transcripts of client-supplied audio/video	Transcripts	Per word for the first 250 words or less	_____ /word
			Per word for over 250 words Per word	_____ /word

##### B-2. For the first option period from September 1, 2016 to August 31, 2017

Product/Service	Description	Sources	Unit	Price
Transcripts	Transcripts of client-supplied audio/video	Transcripts	Per word for the first 250 words or less	_____ /word
			Per word for over 250 words Per word	_____ /word

##### B-3 For the second option period from September 1, 2017 to August 31, 2018

Product/Service	Description	Sources	Unit	Price
Transcripts	Transcripts of client-supplied audio/video	Transcripts	Per word for the first 250 words or less	_____ /word
			Per word for over 250 words Per word	_____ /word

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**B-4 For the third option period from September 1, 2018 to August 31, 2019**

<b>Product/Service</b>	<b>Description</b>	<b>Sources</b>	<b>Unit</b>	<b>Price</b>
Transcripts	Transcripts of client-supplied audio/video	Transcripts	Per word for the first 250 words or less	_____ /word
			Per word for over 250 words Per word	_____ /word