| RETURN BIDS TO :   | Title – Sujet  |                  |                |                |  |  |  |
|--|--|------------------|----------------|----------------|--|--|--|
| RETOURNER LES  | Translation and Transcription<br>Solicitation No. – N° de l'invitation                                       | Date             |                |                |  |  |  |
| SOUMISSIONS À:   |  | 2018-0           | 04-26          |                |  |  |  |
|  | Client Reference No. – N° référence du client  |                  |                |                |  |  |  |
| Employment and Social Development Canada   | 100010771<br>GETS Reference No. – N° de referen  |                  |                |                |  |  |  |
| E-mail: nc-solicitations-gd@hrsdc-rhdcc.gc.ca  | N/A  | ice de SEAG      |                |                |  |  |  |
|  | File No. – N° de dossier   |                  |                |                |  |  |  |
| REQUEST FOR STANDING OFFER   | 100010771  |                  | Time Zone      |                |  |  |  |
| DEMANDE D'OFFRE À COMMANDES  | Solicitation Closes – L'invitation   | n prend fin      | Fuseau hor     | aire           |  |  |  |
| Offer to: Employment Social Development  | at – à 02 :00 PM   |                  | EDT            | -              |  |  |  |
| Canada (ESDC)  | on – le 2018-06-15   |                  |                |                |  |  |  |
| We hareby offer to call to Har Majasty the Queen in  | F.O.B F.A.B.<br>Plant-Usine: □ Destination: √  | Other-Autre: 🗆   |                |                |  |  |  |
| We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and        | Address Inquiries to :   |                  | Buyer Id – Id  |                |  |  |  |
| conditions set out herein, referred to herein or attached hereto, the goods, services, and construction      | Addresser toutes questions à:  | Andrea Quinn     | de l'acheteur  |                |  |  |  |
| listed herein and on any attached sheets at the  | Telephone No. – N° de téléphone :  | E-Mail – Courri  |                |                |  |  |  |
| price(s) set out thereof.  | Telephone No. – N° de telephone .  | nc-solicitations | -gd@hrsdc-rhdc | <u>c.gc.ca</u> |  |  |  |
| Offre soumise à : Emploi et Développement  | Destination – of Goods, Services, ar   | nd Construction: |                |                |  |  |  |
| social Canada (EDSC)   | Destination – des biens, services et   |                  |                |                |  |  |  |
| Nous offrons par la présente de vendre à Sa Majesté  | To be determined upo   |                  | In Order /     |                |  |  |  |
| la Reine du chef du Canada, aux conditions énoncées  | Confirmée lors de tout   |                  |                |                |  |  |  |
| ou incluses par référence dans la présente et aux<br>annexes ci-jointes, les biens, services et construction |  |                  | ousooquorito   |                |  |  |  |
| énumérés ici sur toute feuille ci-annexées, au(x) prix   |  |                  |                |                |  |  |  |
| indiqué(s)   |  |                  |                |                |  |  |  |
| Comments - Commentaires  | Vendor/firm PBN, Name and addres<br>NEA, raison sociale et adresse du f                                      |                  | trepreneur     |                |  |  |  |
| Instructions : See Herein  |  |                  |                |                |  |  |  |
| This document contains a Security Requirement.   |  |                  |                |                |  |  |  |
| Ensure e-mails do not exceed 13MB.   |  |                  |                |                |  |  |  |
| Instructions: Voir aux présentes   |  |                  |                |                |  |  |  |
| Ce document renferme des exigences liées à la  |  |                  |                |                |  |  |  |
| sécurité.  |  |                  |                |                |  |  |  |
| Tout contenu envoyé par courriel doit être maintenu  | PBN / NEA  | PG               |                |                |  |  |  |
| sous les 13 Mo.  |  |                  |                |                |  |  |  |
|  | Telephone No. – N° de téléphone         Name and title of person authorized to sign on behalf of Vendor/firm |                  |                |                |  |  |  |
|  | (type or print)-   | -                |                |                |  |  |  |
| Issuing Office – Bureau de distribution  | Nom et titre de la personne autorise<br>l'entrepreneur (taper ou écrire en ca                                |                  |                | le             |  |  |  |
| Employment and Social Development Canada   |  |                  |                |                |  |  |  |
| Contracting and Procurement  |  |                  |                |                |  |  |  |
| Emploi et Développement social Canada  |  |                  |                |                |  |  |  |
| Contrats et Approvisionnement  | Signature  |                  | Date           |                |  |  |  |
| 140 Promenade du Portage   |  |                  | (YYYY-MM-E     |                |  |  |  |
| Gatineau (QC) J8X 2K2  |  |                  | AAAA-MM-J      | J)             |  |  |  |

# PART 1 - GENERAL INFORMATION

#### 1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven (7) parts plus annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- <u>Part 2</u> Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- <u>Part 3</u> Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- <u>Part 5</u> Certifications and Additional Information: includes the certifications and additional information to be provided;
- <u>Part 6</u> Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

<u>7A</u>, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

<u>7B</u>, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include:

- A. the Requirement;
- B. the Basis of Payment; and
- C. the Security Requirements Check List; and
- D. the Quarterly report template.

#### 1.2 Summary

Employment and Social Development Canada (ESDC) seeks to fulfill a need on an as-and-when-required basis, i.e. the Requirement.

The Requirement consists in a means:

- a) to support the pursuance of any Departmental operations;
- b) to leverage the private sector's expertise, innovation and practice.

The Requirement will consist in the provision of services pertaining to, by expected business volume:

- a) **Translation** (50%), i.e. rewriting a text in another language, while respecting the meaning, the tone, style and terminology used by the author and the grammar rules of the target language.
- b) **Source text editing** (10%), i.e. reviewing a text in its original language to correct grammar, spelling, usage and typography, to make basic stylistic improvements, fix unclear or illogical sentences or paragraphs, and to check the accuracy and consistency of terminology.
- c) Comparative editing (10%), i.e. comparing a translation with the original text to ensure consistency in content, terminology, tone and style, as well as to correct spelling, grammar, usage and typography of the translated text only.
- **d)** Transcription (30%), i.e. verbatim transcripts of client provided audio / video of events including speeches, press conferences, interviews, public hearings, inquiries, court and legal proceedings and radio / TV transcripts.

The proposed Standing Offer consists of a 24-month initial period as of the day of issuance, with two (2) option periods of 12 months each.

It is expected that up to four (4) responsive offerors will be issued a Standing Offer further to the RFSO.

For more information, please consult the following hyperlink: <u>https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/the-procurement-process/standing-offers</u>.

Tasks are expected to be performed off-site with respect to ESDC's premises. It is however expected that most tasks will originate in the National Capital Region (NCR). Its Census Metropolitan Area is defined here: <u>https://en.wikipedia.org/wiki/National Capital Region (Canada)</u>.

# 1.2.1 Trade Agreements

The requirement is subject to the provisions of the following trade agreements:

Canadian Free Trade Agreement (CFTA);

North American Free Trade Agreement (NAFTA);

Canada - European Union Comprehensive Economic and Trade Agreement (CETA);

World Trade Organization Agreement on Government Procurement (WTO-AGP);

Canada - Chile Free Trade Agreement (CCFTA);

Canada - Colombia Free Trade Agreement;

Canada - Honduras Free Trade Agreement;

Canada - Korea Free Trade Agreement;

Canada - Panama Free Trade Agreement; and

Canada - Peru Free Trade Agreement (CPFTA).

# 1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the <u>Contract Security Program</u> of Public Works and Government Services Can*ada* (<u>http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</u>) website.

# 1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

# 1.5 Language-of-Work Considerations

The Offerors must be able to deal with a work environment subjected to the List of Bilingual Regions of Canada for Language-of-Work Purposes (<u>https://www.canada.ca/en/treasury-board-secretariat/services/values-ethics/official-languages/list-bilingual-regions-canada-language-of-work-purposes.html</u>).

# PART 2 - OFFEROR INSTRUCTIONS

# 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada (PWGSC, now Public Services and Procurement Canada (PSPC).

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The <u>2006 (2017-04-27)</u> Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO, with the exception of the following:

- 1. Replace references to 'Public Works and Government Services Canada' with 'Employment and Social Development Canada';
- 2. Delete Section 02, Procurement Business Number, in its entirety;
- 3. Revise Subsection 2d. of Section 05, Submission of Bids, to read:

"send its bid only to the e-mail address specified on Page 1".

4. Subsection 5.4 of Section 05 is amended as follows:

Delete: sixty (60) days Insert: ninety calendar (90) days

- 5. Delete Subsections 1a. and 1b. of Section 12, Rejection of Bid, in their entirety.
- 6. Delete Subsection 2. of Section 20, Further Information, in its entirety.

#### 2.2 Submission of Offers

Offers must be submitted by the date, time and e-mail address indicated on page 1 of the Request for Standing Offers.

#### 2.3 Standard Clauses and Conditions

| Date       | ID     | Title                                       |
|------------|--------|---|
| 2016-01-28 | M3025T | Former Public Servant - Competitive - Offer |
| 2007-05-25 | M0019T | Firm Price and/or Rates                     |

#### 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority <u>no later than five (5) business</u> <u>days</u> before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

# 2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

# **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### 3.1 Offer Preparation Instructions

Canada requests that the offer be separated in sections as follows:

Section I: Technical Offer Section II: Financial Offer Section III: Certifications Section IV: Additional Information

Canada requests that the Offeror provides its offer electronically, in separately bound sections as follows:

- Section I: Technical Offer, one (1) soft copy;
- Section II: Financial Offer, one (1) soft copy;
- NOTE: Prices must appear in the financial offer only. No prices must be indicated in any other section of the Offer.
- Section III: Certifications, one (1) soft copy per certificate; and Section IV: Additional Information, one (1) soft copy per item.

Offers transmitted by epost Connect service and by facsimile will not be accepted.

#### Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they meet the requirements and how they propose to carry out the Work.

#### Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Appendix 1, 2, 3, & 4 to Part 4.

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

#### Section IV: Additional Information

In Section IV of their Offer, Offeror should provide:

- 1) Procurement Business Number, (e.g.) 123456789PG1234
- 2) Operating Name (i.e. distinct from the Legal Name)
- 3) Telephone

5)

- 4) Addresses: Mailing
  - Payment
  - Contact: Name Title Telephone Email

- 6) for Part 2, ref. Former Public Servant: the required answer to each question; and, if the answer is yes, the required information;
- 7) As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number;

City, Province, Territory / State;

Postal Code / Zip Code; and

Country

# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the RFSO including the technical and financial evaluation criteria;
- (b) An evaluation team composed of representatives of Canada will evaluate the offers;
- (c) Any mandatory technical criterion (cf. 4.1.1.1) that proves not to be met will render the Offer non responsive; and
- (d) Any point rated technical criterion (cf. 4.1.1.2) that is not addressed will be given a score of zero;

#### 4.1.1 Technical Evaluation

#### 4.1.1.1 Mandatory Technical (MT) Criteria

| MT1 | Offeror's Experience in the provision of translation services in both official<br>languages<br>The Offeror must demonstrate that it has 36 months of experience, within the last 60<br>months from RFSO closing date, in the provision of translation services.<br>The experience may be a combination of translation from Canadian English to Canadian<br>French and from Canadian French to Canadian English.                                     |
|-----|---|
| MT2 | Offeror's Experience in the provision of transcription services in both official<br>languages<br>The Offeror must demonstrate that it has 36 months of experience, within the last 60<br>months from RFSO closing date, in the provision of transcription services in both official<br>languages.<br>The experience may be a combination of transcription from Canadian English to Canadian<br>French and from Canadian French to Canadian English. |
| MT3 | Client Demand Management<br>cf. 7.5.3.1 of section 7-A (Standing Offer).<br>Offeror must submit the resume for a client demand manager, who demonstrates 36<br>months of work experience as a client manager within the last 60 months from RFSO<br>closing date.   |

# 4.1.1.2 Rated Technical (RT) Criteria

|     | TranslationMaximum = 48 points   |
|-----|--|
|     | The Offeror must demonstrate its additional experience in the provision of translation services in both official languages.  |
|     | The experience may be a combination of translation from Canadian English to Canadian French and from Canadian French to Canadian English.  |
| RT1 | $X \le 36 \text{ months} = 0 \text{ points}$<br>$37 \le 42 \text{ months} = 9 \text{ points}$<br>$43 \le 48 \text{ months} = 19 \text{ points}$<br>$49 \le 54 \text{ months} = 27 \text{ points}$<br>$55 \le 60 \text{ months} = 38 \text{ points}$<br>$X \ge 61 \text{ months} = 48 \text{ points}$ |
|     | TranscriptionMaximum = 12 points   |
|     | The Offeror must demonstrate its additional experience in the provision of transcription services in both official languages.  |
| RT2 | The experience may be a combination of transcription from Canadian English to Canadian<br>French and from Canadian French to Canadian English.<br>$X \le 36$ months = 0 points<br>$37 \le 42$ months = 4 points<br>$43 \le 48$ months = 8 points<br>$49 \le 54$ months = 10 points                   |
|     | $X \ge 55$ months = 12 points  |

#### 4.1.1.3 Standard Clauses and Conditions

| Date       | ID     | Title                    |
|------------|--------|--------------------------|
| 2012-07-16 | M3021T | Education and Experience |

#### 4.1.2 Evaluation of Price - Offer

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

#### 4.2 Basis of Selection

Responsive Offeror selection process will be based on the combined score of Technical Merit (60 points) and Financial Offer (40 points).

# 4.2.1 Technical Merit

Rated technical score from every responsive offer will be tabulated and weighted.

As the table shows below, for example:

| Technical Offer, Rated Criteria |                   | Max* | Α     | В     | С     | D     | Е     |    |
|---------------------------------|-------------------|------|-------|-------|-------|-------|-------|----|
| RT1 Translation                 |                   | 48   | 38    | 27    | 48    | 27    | 36    |    |
| RT2                             | RT2 Transcription |      | 12    | 10    | 12    | 12    | 8     | 4  |
|                                 | Score (sum):      |      | 60    | 48    | 39    | 60    | 35    | 42 |
| Weighted Score:                 |                   | 60   | 28.80 | 23.40 | 36.00 | 21.00 | 25.20 |    |

\*Maximum attainable per criterion.

Decimals will be used to differentiate between the technical scores.

#### 4.2.2 Financial Offer

To establish the pricing score, each responsive Offer will be prorated against the lowest evaluated price. Maximum attainable score will be 40 points after weighting.

The following table outlines the context and rationale.

| Weighting by Component of the<br>Requirement | Rationale   |
|--|---|
| 50%: Translation (50 points)                 | Departmental demands for this outsourced expertise are recurrent.   |
| 10%: Comparative Editing (10 points)         | Demands for this outsourced expertise are deemed  |
| 10%: Source Text Editing (10 points)         | secondary.  |
| 30%: Transcription (30 points)               | Departmental demands for this outsourced expertise are identified, yet not fully assessed in terms of actual volumetric data. |

Decimals will be used to differentiate between the financial scores.

# 4.2.2.1 Translation Services

cf. Appendix 1 to Part 4 for reference.

Offer C, as the example shows below, gets the highest score, i.e. 50 points.

| Service     | Offeror :                   | Α     | В     | С     | D     | Е      |
|-------------|-----------------------------|-------|-------|-------|-------|--------|
| Translation | Weighted Average Rates (\$) | 0.821 | 0.832 | 0.798 | 0.851 | 0.8115 |
|             | Score (points):             | 48.6  | 47.96 | 50    | 46.89 | 49.17  |

# 4.2.2.2 Comparative Editing Services

cf. Appendix 2 to Part 4 for reference.

Offer C, as the example shows below, gets the highest score, i.e. 10 points.

|         | Comparative Editing<br>(hourly rate (\$)) | Α    | В   | С   | D    | Е   |
|---------|---|------|-----|-----|------|-----|
| Service | English                                   | 75   | 55  | 60  | 80   | 80  |
|         | French                                    | 65   | 70  | 60  | 100  | 80  |
|         | Aggregated rates (Sum):                   | 140  | 125 | 120 | 180  | 160 |
|         | Score (points):                           | 8.57 | 9.6 | 10  | 6.67 | 7.5 |

# 4.2.2.3 Source Text Editing Services

cf. Appendix 3 to Part 4 for reference.

Offer C, as the example shows below, gets the highest score, i.e. 10 points.

|         | Source Text Editing<br>(hourly rate (\$)) | Α    | В   | С   | D    | Е   |
|---------|---|------|-----|-----|------|-----|
| Service | English                                   | 75   | 55  | 60  | 80   | 80  |
|         | French                                    | 65   | 70  | 60  | 100  | 80  |
|         | Aggregated rates (Sum):                   | 140  | 125 | 120 | 180  | 160 |
|         | Score (points):                           | 8.57 | 9.6 | 10  | 6.67 | 7.5 |

# 4.2.2.4 Transcription Services

cf. Appendix 4 to Part 4 for reference.

Offer A, as the example shows below, gets the highest score, i.e. 30 points.

| Service - Transc  | cription       | Item            | А      | В      | С      | D      | Е     |
|---|----------------|-----------------|--------|--------|--------|--------|-------|
| Standard delivery: betw<br>to six (6) times the leng<br>recording (in hours)                          |                | Minute          | 0.28   | 0.27   | 0.24   | 0.29   | 0.32  |
| Extended delivery: above six (6) to<br>nine (9) times the length of the<br>recording (in hours)       |                | Minute          | 0.32   | 0.31   | 0.28   | 0.33   | 0.36  |
| Discounted delivery timeframe:<br>above nine (9) times the length of<br>the recording (in hours)      |                | Minute          | 0.38   | 0.37   | 0.33   | 0.39   | 0.44  |
| Urgent delivery: within 24 hours or<br>under four (4) times the length of the<br>recording (in hours) |                | Minute          | 0.49   | 0.48   | 0.43   | 0.51   | 0.57  |
| Setup Fee   | Per transcript |                 | 40.00  | 60.00  | 50.00  | 75.00  | 80.00 |
| Hard copy Deliverable Per Letter-format paper   |                | 0.20            | 0.30   | 0.40   | 0.35   | 0.45   |       |
| Aggregated financial offer applicable to Transcription (Sum):   |                | 116.66          | 121.71 | 151.68 | 151.87 | 162.13 |       |
|   |                | Score (points): | 30     | 28.8   | 23.1   | 23.0   | 21.6  |

# 4.2.2.5 Overall Calculation of the Financial Offer

Further to the previous four (4) subsections, the example shows below how results are tabulated, added and weighted.

|           | Offeror:        | Α     | В     | С     | D     | Е     |
|-----------|-----------------|-------|-------|-------|-------|-------|
|           | 4.2.2.1         | 48.6  | 47.96 | 50    | 46.89 | 49.17 |
| Score per | 4.2.2.2         | 8.57  | 9.60  | 10    | 6.67  | 7.50  |
| service:  | 4.2.2.3         | 8.57  | 9.60  | 10    | 6.67  | 7.50  |
|           | 4.2.2.4         | 30    | 28.80 | 23.10 | 23    | 21.60 |
|           | Total (points): | 95.74 | 95.96 | 93.10 | 83.23 | 85.77 |
| Weighted  | d Score (/40) : | 38.30 | 38.38 | 37.24 | 33.29 | 34.31 |

# 4.2.3 Offeror Selection

Responsive Offers will be ranked from highest to lowest to determine which Offerors will be issued a Standing Offer.

| Offeror:                                    | A     | В     | С     | D     | E     |
|---|-------|-------|-------|-------|-------|
| Technical, Weighted (/60):<br>(cf. 4.2.1)   |       | 23.40 | 36.00 | 21.00 | 25.50 |
| Financial, Weighted (/40):<br>(cf. 4.2.2.5) |       | 38.38 | 37.24 | 33.29 | 34.31 |
| Score, per Offer (sum):                     | 67.10 | 61.78 | 73.24 | 54.29 | 59.81 |
| Ranking:                                    | 2     | 3     | 1     | 5     | 4     |



# Appendix 1 to PART 4 Financial Evaluation Table, applicable to Translation

# **Table I- Initial Period of Standing Offer**

|                            |  |                      | Rate per w     | vord                      |          |           |                        |
|----------------------------|--|----------------------|----------------|---------------------------|----------|-----------|------------------------|
| Translation                |  |                      | Occupational S |                           |          |           | Weighted Rate          |
| category                   | Description  | Departme<br>Specific | ent Legal      | Information<br>Technology | Subtotal | Weighting | (Subtotal x Weighting) |
| Tier 1<br>Regular Delivery | English to French/<br>French to English  | 1A. \$               | 1B. \$         | 1C. \$                    | 1A+1B+1C | 70%       | \$                     |
| Tier 1<br>Urgent Delivery  | English to French/<br>French to English  | 1D. \$               | 1E. \$         | _ 1F. \$                  | 1D+1E+1F | 20%       | \$                     |
| Tier 2<br>Regular Delivery | Spanish to English/<br>Spanish to French   | 2A. \$               | 2B. \$         | _ 2C. \$                  | 2A+2B+2C | 2.5%      | \$                     |
| Tier 2<br>Urgent Delivery  | Spanish to English/<br>Spanish to French   | 2D. \$               | 2E. \$         | _ 2F. \$                  | 2D+2E+2F | 2.5%      | \$                     |
| Tier 3<br>Regular Delivery | To English or French<br>from foreign or<br>Indigenous<br>languages                   | 3A. \$               | 3B. \$         | 3C. \$                    | 3A+3B+3C | 2.5%      | \$                     |
| Tier 3<br>Urgent Delivery  | To English or French<br>from foreign or<br>Indigenous<br>languages                   | 3D. \$               | 3E. \$         | 3F. \$                    | 3D+3E+3F | 2.5%      | \$                     |
| Initial Contract Pe        | Initial Contract Period Total Weighted Average Rate<br>(for evaluation purposes only |                      |                |                           | 100%     | \$        |                        |

# Table II- 1<sup>st</sup> Option Period

|                               |  |                      | Rate per wo                                | ord                       |          |           |                        |
|-------------------------------|--|----------------------|--|---------------------------|----------|-----------|------------------------|
| Translation                   |  |                      | Occupational S                             | treams                    |          |           | Weighted Rate          |
| category                      | Description  | Departme<br>Specific | ent Legal                                  | Information<br>Technology | Subtotal | Weighting | (Subtotal x Weighting) |
| Tier 1<br>Regular Delivery    | English to French/<br>French to English                            | 1A. \$               | 1B. \$                                     | 1C. \$                    | 1A+1B+1C | 70%       | \$                     |
| Tier 1<br>Urgent Delivery     | English to French/<br>French to English                            | 1D. \$               | 1E. \$                                     | 1F. \$                    | 1D+1E+1F | 20%       | \$                     |
| Tier 2<br>Regular Delivery    | Spanish to English/<br>Spanish to French                           | 2A. \$               | 2B. \$                                     | 2C. \$                    | 2A+2B+2C | 2.5%      | \$                     |
| Tier 2<br>Urgent Delivery     | Spanish to English/<br>Spanish to French                           | 2D. \$               | 2E. \$                                     | 2F. \$                    | 2D+2E+2F | 2.5%      | \$                     |
| Tier 3<br>Regular Delivery    | To English or French<br>from foreign or<br>Indigenous<br>languages | 3A. \$               | 3B. \$                                     | 3C. \$                    | 3A+3B+3C | 2.5%      | \$                     |
| Tier 3<br>Urgent Delivery     | To English or French<br>from foreign or<br>Indigenous<br>languages | 3D. \$               | 3E. \$                                     | 3F. \$                    | 3D+3E+3F | 2.5%      | \$                     |
| 1 <sup>st</sup> Option Period |  |                      | Total Weighted Aver<br>(for evaluation pur |                           |          | 100%      | \$                     |

# Table III- 2<sup>nd</sup> Option Period

|                               |  |                        | Rate per w      | ord                       |               |           |                        |
|-------------------------------|--|------------------------|-----------------|---------------------------|---------------|-----------|------------------------|
| Translation                   | occupational offeatils   |                        |                 |                           | Weighted Rate |           |                        |
| category                      | Description  | Department<br>Specific | Legal           | Information<br>Technology | Subtotal      | Weighting | (Subtotal x Weighting) |
| Tier 1<br>Regular Delivery    | English to French/<br>French to English                            | 1A. \$                 | 1B. \$          | 1C. \$                    | 1A+1B+1C      | 70%       | \$                     |
| Tier 1<br>Urgent Delivery     | English to French/<br>French to English                            | 1D. \$                 | 1E. \$          | 1F. \$                    | 1D+1E+1F      | 20%       | \$                     |
| Tier 2<br>Regular Delivery    | Spanish to English/<br>Spanish to French                           | 2A. \$                 | 2B. \$          | 2C. \$                    | 2A+2B+2C      | 2.5%      | \$                     |
| Tier 2<br>Urgent Delivery     | Spanish to English/<br>Spanish to French                           | 2D. \$                 | 2E. \$          | 2F. \$                    | 2D+2E+2F      | 2.5%      | \$                     |
| Tier 3<br>Regular Delivery    | To English or French<br>from foreign or<br>Indigenous<br>languages | 3A. \$                 | 3B. \$          | 3C. \$                    | 3A+3B+3C      | 2.5%      | \$                     |
| Tier 3<br>Urgent Delivery     | To English or French<br>from foreign or<br>Indigenous<br>languages | 3D. \$                 | 3E. \$          | 3F. \$                    | 3D+3E+3F      | 2.5%      | \$                     |
| 2 <sup>nd</sup> Option Period | 1  |                        | al Weighted Ave |                           |               | 100%      | \$                     |

combined total of the 3 weighted average rates (initial contract period plus the 2 option periods) will be added together and used for the financial evaluation for translation.

# Appendix 2 to PART 4

| Tumo of com                             |                                 | UNIT - Hourly Rate (\$) |        |  |  |
|---|---------------------------------|-------------------------|--------|--|--|
| Type of serv                            | lice                            | Regular**               | Urgent |  |  |
| Comparative Editing<br>Initial Contract | English                         | \$                      | \$     |  |  |
| Period                                  | French                          | \$                      | \$     |  |  |
| Comparative Editing                     | English                         | \$                      | \$     |  |  |
| 1 <sup>st</sup> Option Period           | French                          | \$                      | \$     |  |  |
| Comparative Editing                     | English                         | \$                      | \$     |  |  |
| 2 <sup>nd</sup> Option Period           | French                          | \$                      | \$     |  |  |
| Simple<br>(for financial ev             | Average Rate<br>valuation only) | \$                      |        |  |  |

# Financial Evaluation Table, applicable to Comparative Editing

\*\* Only the regular rates will be used in the financial evaluation.

# Appendix 3 to PART 4

| Tumo of com                   |                              | UNIT - Hourly Rate (\$) |        |  |  |
|-------------------------------|------------------------------|-------------------------|--------|--|--|
| Type of serv                  | lice                         | Regular**               | Urgent |  |  |
| Source Text Editing           | English                      | \$                      | \$     |  |  |
| Initial Contract<br>Period    | French                       | \$                      | \$     |  |  |
| Source Text Editing           | English                      | \$                      | \$     |  |  |
| 1 <sup>st</sup> Option Period | French                       | \$                      | \$     |  |  |
| Source Text Editing           | English                      | \$                      | \$     |  |  |
| 2 <sup>nd</sup> Option Period | French                       | \$                      | \$     |  |  |
| Simple<br>(for financial ev   | Average Rate valuation only) | \$                      |        |  |  |

# Financial Evaluation Table, applicable to Source Text Editing

\*\* Only the regular rates will be used in the financial evaluation.

# Appendix 4 to PART 4

| DESCRIPTION  |  | UNIT                                 | PRICE PER<br>UNIT (\$)<br>Initial<br>Contract<br>Period | PRICE<br>PER UNIT<br>(\$)<br>1 <sup>st</sup> Option<br>Period | PRICE PER<br>UNIT (\$)<br>2 <sup>nd</sup> Option<br>Period | Price to<br>be used<br>for<br>financial<br>evaluation<br>only |    |  |
|--|--|--------------------------------------|---|---|--|---|----|--|
| Standard delivery: betw<br>to six (6) times the leng<br>recording (in hours)                               |  | Per minute                           | \$  | \$  | \$   |   |    |  |
| Extended delivery: above six (6) to<br>nine (9) times the length of the Per minute<br>recording (in hours) |  | Per minute                           | \$  | \$  | \$   |   |    |  |
|  | Discounted delivery timeframe:<br>above nine (9) times the length of<br>the recording (in hours) |                                      | bove nine (9) times the length of                       |   | \$   | \$  | \$ |  |
| Urgent delivery: within<br>under four (4) times the<br>the recording (in hours                             | e length of  | Per minute                           | \$  | \$  | \$   |   |    |  |
| Setup fee  |  | Per transcript                       | \$  | \$  | \$   |   |    |  |
| Hard copyPer sheet of Letter-formatDeliverablepaper  |  |                                      | \$  | \$  | \$   |   |    |  |
| Prices above will be<br>obtain a sir   | Average<br>price<br>Subtotal 1<br>\$   | Average<br>price<br>Subtotal 2<br>\$ | Average<br>price<br>Subtotal 3<br>\$                    | (Subtotals<br>1+2+3)<br>\$                                    |  |   |    |  |

# Financial Evaluation Table, applicable to Transcription

# PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

#### 5.1 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

# 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all Offerors must provide with their offer, if applicable, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

#### 5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada-Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Signature: \_\_\_\_\_

#### PART 6 - SECURITY REQUIREMENTS

#### 6.1 Security Requirements

- 1. Upon issuance of the Standing Offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A -Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicate in Part 7A Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A Standing Offer;
  - (e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
- For additional information on security requirements, offerors should refer to the <u>Contract Security</u> <u>Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html) website.

# PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

#### A. STANDING OFFER

#### 7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

#### 7.1.2 Language Standards

#### 7.1.2.1 Applicable to French

French as a recipient language must be respected at all times. The following is meant as a comprehensive guide.

URL: <u>Ressources utiles à la rédaction – Guides de rédaction</u>

# 7.1.2.2 Applicable to English

English as a recipient language must be respected at all times. The following is meant as a comprehensive guide.

URL: Writing resources—Writing guidelines

# 7.1.2.3 Generic References

Offeror must take into account what Canada has set out in terms of writing and content standards and principles. The following hyperlinks are provided to assist the Offeror, although they will not replace any works of reference used by the Offeror.

Hyperlinks: Canada.ca Content Style Guide Resources TERMIUM Plus®

# 7.2 Security Requirements

The following security requirements apply and form part of the Standing Offer.

- The Offeror must, at all times during the performance of the Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
- 2. The Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Offeror must comply with the provisions of the:

- a) Security Requirements Check List, attached at <u>Annex C</u>;
- b) Industrial Security Manual (Latest Edition).

# 7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada (now Public Services and Procurement Canada).

# 7.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

# 7.3.2 Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "D". If some data is not available, the reason must be indicated in the report. If no service is provided during a given period, the Offeror must provide a "nil" report.

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

The reporting periods are defined in quarters as follows:

[proper distribution will be determined upon issuance of the Standing Offer]

- first quarter: (date of issuance of the Standing Offer) to \_\_\_\_\_
- second quarter: (first day following the end of the first quarter) to \_\_\_\_\_
- third guarter: (first day following the end of the second guarter) to
- fourth quarter: (first day following the end of the third quarter)to \_\_\_\_\_

The data must be submitted to the Standing Offer Authority no later than <u>12 calendar days</u> after the end of the reporting period.

#### 7.4 Term of Standing Offer

#### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of issuance of the Standing Offer to 24 months inclusive.

#### 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional 12-month periods, from the last day of the period preceding the extension, under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority <u>at least 20 calendar days</u> before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

# 7.5 Authorities

#### 7.5.1 Standing Offer Authority

To be disclosed upon issuance of the Standing Offer.

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

#### 7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

#### 7.5.3 Offeror's Representative (please fill out with the Offer)

#### Name:

| Title:       |                  |
|--------------|------------------|
|              | Work :           |
| Telephone    | Cell:            |
|              | Other (specify): |
| E-mail addro | ess:             |

#### **7.5.3.1 Client Demand Management** (please fill out with the Offer)

NOTE: in case this required entry is the same as 7.5.3, please specify below.

The Offeror must provide an individual resource that will perform the function of an ESDC-centralized Client Demand Manager, throughout the course of the Standing Offer. The Offeror must ensure the Client Demand Manager has the technical and administrative capability required to respond to technical and administrative issues, as well as concerns raised by any Identified Users.

The Client Demand Manager must:

- 1) be readily available to address and respond to issues and concerns raised by the Identified User in a timely manner;
- 2) notify the Standing Offer Authority and Project Authority of any planned or unexpected closures of the Offeror's offices; and
- in a timely manner, designate and assign a back-up person who will assume all Client Demand Manager responsibilities during his/her absence, and notify the Standing Offer Authority and Project Authority accordingly.

Name:

| Title:      |                  |
|-------------|------------------|
|             | Work :           |
| Telephone   | Cell:            |
|             | Other (specify): |
| E-mail addr | ess:             |

# 7.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer imply representatives from Employment and Social Development Canada, as per listed in Schedules I, I.1, II, III, of the <u>Financial</u> <u>Administration Act</u>, R.S.C., 1985, c. F-11.

# 7.7 Call-up Procedures

#### 7.7.1 Right of First Refusal Basis

When a requirement is identified, the identified user will contact the highest-ranked Offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer.

If that Offeror is unable to meet the requirement, the identified user will contact the next ranked Offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis.

When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately.

#### 7.8 Call-up Instruments

The Work will be authorized or confirmed by the Identified User(s) using a duly completed RESULTING CONTRACT CLAUSES form and including the information below:

- 1. standing offer number;
- 2. total value of the call-up; and
- 3. point of delivery.

# 7.8.1 Payment by Acquisition Card

The Acquisition card (Visa) is meant for low-dollar value requirements per order, i.e. valued at less than \$25,000.00 (tax included) and not to exceed your acquisition card transaction limit.

#### 7.8.2 Call-up against a Standing Offer

For any order valued at \$25,000.00 and above, Identified Users will use the following form:

• PWGSC-TPSGC 942 Call-up Against a Standing Offer;

Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

# 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$200,000.00 (Applicable Taxes included).

# 7.10 **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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) <u>2005</u> (2017-06-21), General Conditions Standing Offers Goods or Services
- d) <u>2010B</u> (2016-04-04), General Conditions Professional Services (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List; and
- h) the Offeror's offer dated \_\_\_\_\_\_ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer. "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable).

#### 7.11 Certifications and Additional Information

#### 7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

#### 7.11.2 SACC Manual Clauses

| Date       | ID     | Title  |
|------------|--------|--|
| 2016-01-28 | M3020C | Status of Availability of Resources - Standing Offer |
| 2006-08-15 | M3800C | Estimates  |

#### 7.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_\_ (insert the name of the province or territory as specified by the Offeror in its offer, if applicable).

# 7.13 Intellectual Property

# 7.13.1 Interpretation

In the Standing Offer and any subsequent Call-Up orders,

- "Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;
- "Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;
- "Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;
- "Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;
- "Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;
- "Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;
- "Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

#### 7.13.2 Disclosure of Foreground Information

- 1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.
- 2. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

# 7.13.3 Canada to Own Intellectual Property Rights in Foreground Information

1. Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.

2. The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

# (c) HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

- 3.
- (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.
- (ii) For greater certainty and without limiting sub-section 03(1), if the Work under the Contract involves the collection of personal information as that term is defined in the Privacy Act (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.
- 4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Minister may require, and the Contractor shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

# 7.13.4 License to Intellectual Property Rights in Background Information

- 1. The Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:
  - 1. for the use, operation, maintenance, repair or overhaul of the Work;
  - 2. in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
  - for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;

and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

2. The Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection 2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

- 3. Notwithstanding subsections 1 and 2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.
- 4. The Contractor acknowledges that, subject to paragraph (c) of subsection 1, Canada may wish to award contracts for any of the purposes contemplated in subsections 1 and 2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
- 5. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

# 7.13.5 Right to License

The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract.

# 7.13.6 Access to Information; Exception to Contractor Rights

- 1. Subject to the Access to Information Act, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
- 2. Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:
  - is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
  - 2. is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
  - 3. is independently developed by or for Canada; or
  - 4. is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

# 7.13.7 Waiver of Moral Rights

1. The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the Copyright Act, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that

contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.

2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

# 7.13.8 Copyright

- 1. In this section,
  - "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.

"Moral Rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42.

2. Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and either of the following notices, as appropriate:

(c) HER MAJESTY THE QUEEN IN RIGHT OF Canada (year)

or

(c) SA MAJESTÉ LA REINE DU CHEF DU CANADA (year)

- 3. At the completion of the Contract, or at such other time as the Contract or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.
- 4. Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.
- 5. The Contractor shall not use, copy, divulge or publish any Material except as is necessary to perform the Contract.
- 6. At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.
- 7. If the Contractor is an author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.

#### 7.13.9 Basis for Canada's Ownership of Intellectual Property

The Minister has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the grounds:

"[w]here the Foreground IP consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software."

(cf. Appendix A – Exceptions to Contractor Ownership and Treasury Board Exemption)

# B. RESULTING CONTRACT CLAUSES (to be filled out by the Identified User and included with each call-up)

The following clauses and conditions apply to and form part of any <u>Contract resulting from a call-up</u> against the Standing Offer.

# 7.1 Statement of Work

The Contractor must perform the Work detailed by the Identified User and in accordance with the Standing Offer.

# 7.1.1 Scope of the Work [Identified User to select]

The Work described in the call-up against the Standing Offer shall apply to:

- O Translation
- O Comparative Editing
- O Source Text Editing
- O Transcription

# 7.1.2 Recipient Language Standards [Identified User to determine]

The Offeror must ensure the highest standards applicable to the deliverable. On the submission of the deliverable:

- 1) a maximum \_\_\_\_% content error for minor occurrences, including but not limited to: spelling, punctuation, grammar, syntax, barbarism, Gallicism / Anglicism, formatting, poor word choice;
- 2) no major error, including but not limited to: mistranslation, gibberish, mistake in figures, not using terminology provided, omission;
- 3) A translation followed by a request for comparative editing shall contain no (0) minor error and no (0) major error; and
- 4) If terminology or other types of reference guides and documents were provided by ESDC and were not properly used by the translator, these actions will also be considered as a major error, and the text will be deemed unsatisfactory by the Identified User.

#### 7.1.2.1 Identified User Specific References [Identified User to determine the appropriate references]

Offeror must take into account what the Identified User is subjected to in terms of writing and content standards and principles. The following hyperlinked references are, but shall not be limited to:

- O Language resources (ESDC accessible only)
- O Canada Labour Code
- O Canadian Guide to Uniform Legal Citation (no hyperlink available)

The Identified User may provide a wider array of work references and standards along with the Call-up order.

# 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

The following apply to and form part of the Contract.

| Date       | ID    | Title   |
|------------|-------|---|
| 2016-04-04 | 2010B | General Conditions - Services (Medium Complexity) |

IMPORTANT: Section 15 of General conditions 2010B, Interest on Overdue Accounts, does not apply to payments made by credit cards.

#### 7.3 Term of Contract

# 7.3.1 Period of the Contract [Identified User to fill in where applicable]

The Work is to be performed during the period of \_\_\_\_\_ (fill in start date of the work) to \_\_\_\_\_ (fill in end date of the work).

# 7.4 **Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public</u> <u>Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada. (cf. A3025C)

#### 7.5 Payment

# 7.5.1 Basis of Payment – Firm Price(s) / Rate(s)

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid the firm price(s) / rate(s), in accordance with Annex B. Customs duties are included and Applicable Taxes are extra.

[Identified User to select the table A or B, as applicable]

A. Where the Ordering Quantities (i.e. type(s) of services and firm unit(s)) are known: [Identified User to fill in where applicable]

| Description of Services                             | Firm Units | Firm Unit price/rate | Subtotals<br>(per row) |
|---|------------|----------------------|------------------------|
| Translation   |            | \$                   | \$                     |
| Comparative Editing                                 |            | \$                   | \$                     |
| Source Text Editing                                 |            | \$                   | \$                     |
| Transcription                                       |            | \$                   | \$                     |
| [Add as many rows as necessary to suit the call-up] |            |                      |                        |
|   |            | Firm Price           | \$                     |

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

B. Where Ordering Quantities (i.e. type(s) of services and firm unit(s)) are Estimated: [Identified User to fill in where applicable]

| Description of Services                             | Estimated Units       | Firm Unit price/rate | Estimated<br>Subtotal (per row) |
|---|-----------------------|----------------------|---------------------------------|
| Translation   |                       | \$                   |                                 |
| Comparative Editing                                 |                       | \$                   |                                 |
| Source Text Editing                                 |                       | \$                   |                                 |
| Transcription                                       |                       | \$                   |                                 |
| [Add as many rows as necessary to suit the call-up] |                       |                      |                                 |
|   | Total Estimated Price |                      | \$                              |

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra. (cf. <u>C0206C</u>)

# 7.5.2 Terms of Payment

#### 7.5.2.1 SACC Manual Clauses

[Identified User to select one, as applicable]

| Date       | ID     | Title          |
|------------|--------|----------------|
| 2008-05-12 | H1000C | Single Payment |

OR

| Date       | ID     | Title           |
|------------|--------|-----------------|
| 2008-05-12 | H1008C | Monthly Payment |

#### 7.6 Invoicing

The Offeror must submit invoices, either by mail to the address on the cover page or by e-mail to the Project Authority, in accordance with the section entitled "Invoice Submission" of the general conditions (cf. section 10). Invoices cannot be submitted until all work identified in the invoice is completed. Where applicable, each invoice must be supported by a copy of time sheets to support the time claimed.

#### 7.7 Insurance

#### 7.7.1 SACC Manual Clauses

| Date       | ID     | Title                               |
|------------|--------|-------------------------------------|
| 2016-01-28 | G1005C | Insurance - No Specific Requirement |

# ANNEX "A"

#### REQUIREMENT

# 1. BACKGROUND

Employment and Social Development Canada (ESDC) seeks to fulfill a need through as-and-whenrequired, outsourced resource provision, i.e. the Requirement.

The Requirement consists in a means:

- a) to support the pursuance of any Departmental operations;
- b) to leverage the private sector's expertise, innovation and practice.

The Requirement consists in the provision of services pertaining to:

- a) **Translation**, i.e. rewriting a text in another language, while respecting the meaning, the tone, style and terminology used by the author and the grammar rules of the target language.
- b) **Source text editing**, i.e. reviewing a text in its original language to correct grammar, spelling, usage and typography, to make basic stylistic improvements, fix unclear or illogical sentences or paragraphs, and to check the accuracy and consistency of terminology.
- c) **Comparative editing**, i.e. comparing a translation with the original text to ensure consistency in content, terminology, tone and style, as well as to correct spelling, grammar, usage and typography of the translated text only.
- d) Transcription, i.e. verbatim transcripts of client provided audio / video of events including speeches, press conferences, interviews, public hearings, inquiries, court and legal proceedings and radio / TV transcripts.

#### 2. SCOPE

#### 2.1 Categories

With respect to the Requirement, specific categories that are inherent to each service are stated below:

| Translation         |            |  |
|---------------------|------------|--|
| Tier 1              | English to | French / French to English                       |
| Tier 2              | Spanish to | o English / Spanish to French                    |
| Tier 3              | To Englis  | h or French from foreign or Indigenous languages |
| Source text e       | diting     | English  |
| Source text et      | uning      | French   |
|                     |            | English  |
| Comparative editing |            | French   |
| Transcription       |            | English  |
|                     |            | French   |

#### 2.2 Occupational Streams

The following list identifies which ESDC-related stream any deliverables are likely to pertain to:

- 1) Information Technology
- 2) Legal
- 3) **Department Specific**, including (but not limited to):
  - i) Labour
  - ii) Income Security
  - iii) Social Community, Family, Health and Education Issues
  - iv) Skills and Employment
  - v) Policy Research and Analysis
  - vi) General

# 2.3 Document formats

Documents to be translated may combine text with tables, graphics and have special layout requirements, depending on the medium/media used.

The Contractor will provide translated documents in the same format, style and layout as the original, using the same software and the same version, in such a way that the text can be used without costly or time-consuming modifications. If the Contractor cannot modify tables or graphics to input translated text, the translated text should be supplied below the table or graphic. ESDC will modify the graphic and tables as necessary with the translated text provided. At times, the Contractor may be required to provide the translated documents in a specific form and/or format requested by the Identified User. For PowerPoint presentations, the Contractor must ensure that the information fits within the margins or parameters of the slide presentation and uses the font determined by the Identified User.

#### 2.4 Virus detection software

The Contractor will use up-to-date virus detection and elimination software to ensure the delivery of virusfree texts, and must refrain from using unauthorized codes for word processing, tables, etc. The Contractor will take the necessary measures to ensure that its texts delivered on electronic media or systems are virus-free in accordance with the Government of Canada Industrial Security Program.

#### 2.5 Quality of work:

The Contractor must have a quality assurance control process in place for all orders to ensure documents are correct, complete and equal in meaning and interpretation to the original documents before delivery. This service must be included in the rates provided in the basis of payment.

The Contractor will ensure the consistency of terminology throughout one call-up, as well as for various call-ups addressing similar subjects.

If terminology or other types of reference guides and documents were provided by ESDC and were not properly used by the translator, these actions will also be considered as a major error, and the text will be deemed unsatisfactory by the order requestor.

In the event of unsatisfactory translations and/or comparative editing text containing more errors than the standard described in the above paragraphs, one of the following actions may be taken at the discretion of the order requestor:

1) The work will be sent back to the Contractor for revision/redo with a prescribed timeframe given by the order requestor, even if the work must be completed during evening and/or weekend periods to meet the new deadline, at the Contractor's expense; or

2) The work will be revised/modified by another Contractor or by the order requestor and the original Contractor will only be paid for the satisfactory paragraphs of the translated document as determined by the Identified User. If substantial corrections are required as determined by the Identified User, ESDC reserves the right not to pay for the order.

If action 1) was chosen and the work was sent back to the original Contractor for corrections but the document is still unsatisfactory, ESDC, at its sole discretion, will reject the order and not pay for the translation.

If the Contractor submits five (5) or more unsatisfactory orders, the Contractor will be asked by the contracting authority to provide a plan of action to correct the situation and be given two weeks to submit the plan.

If the Contractor is unable to correct the situation in a reasonable period of time and continues to submit unsatisfactory orders, the contracting authority may remove the Contractor from the list of qualified suppliers under the stream.

# 2.6 Word Count

A word is defined as a continuous and finished series of characters. Words in headers, footers and footnotes are to be counted only once, if repeated. A manual count will be done for words within an image, or graphic.

In the event of a disagreement regarding the number of words, the identified End user will do a recount in order to determine the exact number of words. If the word count is still in dispute, the Standing offer authority will determine the ultimate word count.

# 3. OCCUPATIONAL CONSIDERATIONS

# 3.1 Service Standards, Applicable to Translation, Comparative Editing, and Source Text Editing

| Delivery      | Definitions  | Turnaround Time  |  |  |
|---------------|--|--|--|--|
| Regular Level | During regular business hours (cf. 3.2.1 below)  | One (1) business hour for every 200 words  |  |  |
| Urgent Level  | <ul> <li>Outside of regular business hours and/or<br/>the number of words requested in the<br/>timeframe given; or</li> <li>Exceeds the regular rate of 200 words in<br/>one (1) business hour.</li> </ul> | To be determined upon<br>ordering, granted the minimum<br>agreed-to standard (cf. 3.2.2<br>below). |  |  |

#### 3.2 Resource Availability

# 3.2.1 Regular Level

Most orders are likely to occur under regular conditions, at regular business hours situated between 07:00 AM and 06:00 PM (Eastern (Standard / Daylight) Time).

Order confirmation must be sent no later than one (1) business hour, electronic order transmission certification pending.

#### 3.2.2 Urgent Level

Orders deemed at this level will occur under exceptional circumstances requiring dedicated availability.

Orders are subjected to all-time availability, as well as strong collaboration skills.

Order confirmation must be sent no later than one half (1/2) business hour, electronic order transmission certification pending.

# 3.3 Language of Work

Every proposed resource must be able to deal with a work environment subjected to the List of Bilingual Regions of Canada for Language-of-Work Purposes (<u>https://www.canada.ca/en/treasury-board-secretariat/services/values-ethics/official-languages/list-bilingual-regions-canada-language-of-work-purposes.html</u>).

# ANNEX "B"

# **BASIS OF PAYMENT**

# 1. Basis of Payment Applicable to Translation

|        | Rate per word (\$)  |                     |        |         |        |                           |        |  |
|--------|---|---------------------|--------|---------|--------|---------------------------|--------|--|
|        | Operational Streams   |                     |        |         |        |                           |        |  |
| Tier   | Type of Translation   | Department Specific |        | Legal   |        | Information<br>Technology |        |  |
|        |   | Regular             | Urgent | Regular | Urgent | Regular                   | Urgent |  |
| Tier 1 | English to French /<br>French to English                        | \$                  | \$     | \$      | \$     | \$                        | \$     |  |
| Tier 2 | Spanish to English /<br>Spanish to French                       | \$                  | \$     | \$      | \$     | \$                        | \$     |  |
| Tier 3 | To English or French from<br>foreign or Indigenous<br>languages | \$                  | \$     | \$      | \$     | \$                        | \$     |  |

#### -----

# 2. Basis of Payment Applicable to Comparative Editing

| Turne of each       |         | UNIT - Hourly Rate (\$) |        |  |
|---------------------|---------|-------------------------|--------|--|
| Type of serv        | lice    | Regular                 | Urgent |  |
| Comparative Editing | English | \$                      | \$     |  |
|                     | French  | \$                      | \$     |  |

-----

# 3. Basis of Payment Applicable to Source Text Editing

| Turne of ear        |         | UNIT - Hourly Rate (\$) |        |  |
|---------------------|---------|-------------------------|--------|--|
| Type of serv        | lice    | Regular                 | Urgent |  |
| Source Text Editing | English | \$                      | \$     |  |
| Source Text Editing | French  | \$                      | \$     |  |

# 4. Basis of Payment Applicable to Transcription

| DES   | CRIPTION                                 | UNIT             | PRICE PER UNIT<br>(\$) |
|---|--|------------------|------------------------|
| Standard delivery: between length of the recording (in h      | n four (4) to six (6) times the nours)   | Per minute       | \$                     |
| Extended delivery: above s<br>length of the recording (in h   |  | Per minute       | \$                     |
| Discounted delivery timefra<br>length of the recording (in h  | nme: above nine (9) times the nours)     | Per minute       | \$                     |
| Urgent delivery: within 24 h<br>length of the recording (in h | nours or under four (4) times the nours) | Per minute       | \$                     |
| Setup fee   |  | Per transcript   | \$                     |
| Per sheet of Letter-format paper                              |  |                  | \$                     |
| Hard copy Deliverable All-inclusive Electronically / Dig      |  | itally Supported | At Cost*               |
| Courier delivery  | At Cost*                                 |                  |                        |

\* Cost is considered a direct expense. The Offeror will be reimbursed its direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without markup, upon submission of an itemized statement supported by receipt vouchers.

# ANNEX "C"

# SECURITY REQUIREMENTS CHECK LIST

|  |   |  | C   | оммо                    | N-PS-SRCL                           | #9  |  |                          |
|--|---|--|---|-------------------------|-------------------------------------|---|--|--------------------------|
| Governmen<br>of Canada   |   | Souvernement<br>lu Canada  | Γ   | S                       | tanding Offer N                     | umber / Numéro de l'offre à co<br>100010771                                     | mmandes                                  |                          |
|  |   |  | [   |                         | Security C                          | lassification / Classification de<br>UNCLASSIFIED                               | sècunté                                  |                          |
| PART A - CONTRACT INFOR<br>1. Originaling Government De<br>/ Ministère ou organisme gou  | тамя<br>Прали                             | TE DE VÉRIFICA<br>ON / PARTIE A - IN<br>ient or Organization   |   | RELAT                   | IVES À LA S<br>2. Brai<br>DC) CHIEF | ÉCURITÉ (LVERS)<br>Inch or Directorate / Direction gé<br>FINANCIAL OFFICER BRAN | СН                                       | ງກ                       |
| a de Salta conservición de mayor de  |   | 5-30 mm ( 7-32 )   | na na se an   | 0.050.43                | ALC: CARLO                          | <ul> <li>Martin Spinster Spinster (1994)</li> </ul>                             | (0 + 1) + 1 p(t)                         |                          |
| editing, comparative edit  | Offer<br>ing, a                           | (call-up) procedu<br>nd transcription  | rre: as-and-when-require<br>(i.e. verbatim transcript   | ed prov<br>s of clie    | ision of servi<br>int provided a    | ces pertaining to translatio<br>sudio / video of events).                       | n, source text                           |                          |
| 5. a) Will the supplier require<br>Le fournisseur aura-t-il a  | acces:<br>ccés à                          | s lo Controlled Good<br>des marchandises   | js?<br>contrôlées?  |                         |                                     |   |  | Yes<br>Oui               |
| 5 b) Will the supplier require<br>Regulations?<br>Le fournisseur aura-t-il a<br>sur le contrôle des donn<br>5. Indicate the type of access | ccès à                                    | des données techr  | niques militaires non classifie   |                         | 1                                   | echnical Data Control<br>aux dispositions du Réglement                          | No Non                                   | Yes<br>Oui               |
| 6. a) Will the supplier and its o<br>Le fournisseur ainsi que<br>(Specify the level of acco<br>(Préciser le piyaau d'acc                   | employ<br>les en<br>ess usi               | vees require access<br>ployes auront-ils ac<br>ng the chart in Que<br>utilisant to tableau                     | to PROTECTED and/or CL<br>ces à des renseignements (<br>stion 7. c)<br>wise trouve à la question 7. | ou à des                | biens PROTÉC                        | GÉS et/ou CLASSIFIÉS?   | Non Non                                  | Yes<br>Oui               |
| PROTECTED and/or CL<br>Le fournisseur et ses em<br>à des renseignements of<br>6 c) Is this a commercial cou                                | ASSIF<br>ployés<br><u>a de</u><br>riar or | IED information or a<br>s (p. ex. nettoyeurs,<br>s biens PROTEGES<br>delivery requirement                      | assels is permitted<br>personnel d'entretien) auror<br>set/ou.CLASSIEIÉS n'est pa                   | nt-ils acc<br>as autori | ès à des zones                      | d access areas? No access to<br>d'accès restreintes? L'accès                    | No Non Non Non Non Non Non Non Non Non N | Yes<br>Oui<br>Yes<br>Oui |
|  | mation                                    | that the supplier wi   |   | liquer le               | type d'informati                    | on auquel le fournisseur devra  | 1 1                                      |                          |
| Canada   | <b>V</b>                                  |  | NATO / OTAN   |                         |                                     | Foreign / Étranger  |  |                          |
| 7. b) Release restrictions / Re<br>No release restrictions<br>Aucune restriction relative<br>à la diffusion                                |   | 1 1  | Iusion<br>All NATO countries<br>Tous les pays de l'OTAN   |                         |                                     | No release restrictions<br>Aucune restriction relative<br>à la diffusion        |  |                          |
| Not releasable<br>À ne pas diffuser<br>Restricted to: / Limité à :   |   | ]  | Restricted to / Limité à :  |                         |                                     | Restricled to: / Limité à :   |  |                          |
| Specify country(ies): / Précis   |   |  | Specify country(ies) / Précis   | ser le(s)               | pays :                              | Specify country(les): / Précis  | ier le(s) pays :                         |                          |
| 7. c) Level of information / Niv   | /eau d                                    | the second s | NATO UNCLASSIFIED   |                         |                                     | PROTECTED A   |  | 179.2517                 |
| PROTECTED A<br>PROTEGE A<br>PROTECTED B<br>PROTEGE B   |   | Harrison A -   | NATO UNCLASSIFIED<br>NATO NON CLASSIFIÉ<br>NATO RESTRICTED<br>NATO DIFFUSION RESTRE                 | INTE                    |                                     | PROTECTED A<br>PROTÉGÉ A<br>PROTECTED B<br>PROTÉGÉ B                            |  |                          |
| PROTECTED C<br>PROTÉGÉ C<br>CONFIDENTIAL<br>CONFIDENTIEL   |   |  | NATO CONFIDENTIAL<br>NATO CONFIDENTIEL<br>NATO SECRET<br>NATO SECRET                                |                         |                                     | PROTECTED C<br>PROTÉGÉ C<br>CONFIDENTIAL<br>CONFIDENTIEL                        |  |                          |
| SECRET<br>SECRET<br>TOP SECRET   |   |  | COSMIC TOP SECRET<br>COSMIC TRÈS SECRET   | http                    |                                     | SECRET<br>SECRET<br>TOP SECRET  |  |                          |
| TRÈS SECRET<br>TOP SECRET (SIGINT)<br>TRÈS SECRET (SIGINT)   |   |  | and the second second   |                         |                                     | TRÈS SECRET<br>TOP SECRET (SIGINT)<br>TRÈS SECRET (SIGINT)                      |  |                          |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED



| CON | MON | -PS-S | RCL | #9 |
|-----|-----|-------|-----|----|
|-----|-----|-------|-----|----|

Government Gouvernement du Canada

Standing Offer Number / Numéro de l'offre à commandes

100010771 Security Classification / Classification de sécurité UNCLASSIFIED

| 8. Will the sup   | inued) / PARTIE A (suite)<br>plier require access to PROTECTED a                     |   |                                  |                      | No Yes            |
|-------------------|--|---|----------------------------------|----------------------|-------------------|
|                   | eur aura-t-il accès à des renseignemen<br>ate the level of sensitivity.              | s ou à des blens COMSEC dé              | signés PROTÉGÉS el/ou CL         | ASSIFIES?            | Non Oui           |
|                   | native, indiquer le niveau de sensibilité<br>plier require access to extremely sensi |   | anata?                           |                      |                   |
|                   | eur aura-t-ti accès à des renseignemen   |   |                                  | ?                    | No Yes<br>Non Oul |
|                   | a) of material / Titre(s) abrégé(s) du ma<br>sumber / Numéro du document :           | tériei :                                |                                  |                      |                   |
| PART B - PEF      | SONNEL (SUPPLIER) / PARTIE B - F   |   |                                  |                      |                   |
| 10 a) Personn     | el security screening level required / N   | veau de contrôle de la sécurit          | é du personnel requis            |                      |                   |
|                   | RELIABILITY STATUS   |   | SECRET<br>SECRET                 | TOP SECR<br>TRÊS SEC |                   |
|                   | TOP SECRET-SIGINT  | NATO CONFIDENTIAL                       | NATO SECRET                      | Созміс т             | OP SECRET         |
|                   | SITE ACCESS  |   | NATO SECRET                      |                      | RÈS SECRET        |
|                   | ACCES AUX EMPLACEMENTS   |   |                                  | 6                    |                   |
|                   | Special comments:<br>Commentaires spéciaux :   |   |                                  |                      |                   |
|                   | NOTE: If multiple levels of screening  | ees Identified in Security Class        | Feating Cuide quat he area       | 4.4                  |                   |
| 10 b) May uni     | REMARQUE Si olusieurs niveaux d<br>creaned personnel be used for portion             | e contrôle de sécurité sont reo         |                                  |                      |                   |
|                   | onnel sans autonsation secuntaira peu  |   | du travail'/                     |                      | No Yes            |
|                   | vill unscreened personnel be escorted?   |   |                                  |                      | No Yes            |
|                   |  |   |                                  |                      | Non Uui           |
|                   | EGUARDS (SUPPLIER) / PARTIE C<br>ON / ASSETS / RENSEIGNEMENT                         |   | N (FOURNISSEUR)                  |                      |                   |
| 44                | P. 1   |   |                                  |                      |                   |
| premise           | supplier be required to receive and sto<br>s?  | re PROTECTED and/or CLAS                | SIFIED information or assets     | on its site or       | No Yes<br>Non Qui |
| Le fourr<br>CLASS | isseur sera-t-il tenu de recevoir et d'en<br>FIÈS?                                   | treposer sur place des renseig          | prements ou des biens PROT       | ÉGÉS el/ou           |                   |
| 11. b) Will the   | supplier be required to safeguard COM  | ISEC information or assets?             |                                  |                      | Yes               |
|                   | ksseur sera-l-il lenu de protéger des re   |   | OMSEC?                           |                      | Non Oui           |
| PRODUCTIO         | DN   |   |                                  |                      |                   |
| 11. c) Will the   | production (manufacture, and/or repair a   | nd/or modification) of PROTEC           | TED and/or CLASSIFIED mate       | arial or equipment   | No myes           |
|                   | the supplier's site or premises?<br>allations du fournisseur serviront-elles à l     | a production (labrication et/ou m       | éparation et/ou modification) de |                      | Non Oui           |
|                   | ASSIFIÉ?   |   |                                  |                      |                   |
| INFORMATI         | ON TECHNOLOGY (IT) MEDIA / SL  | PPORT RELATIF A LA TEC                  | HNOLOGIE DE L'INFORMAT           | TION (TI)            |                   |
| 11.d) Will the    | supplier be required to use its iT system  | s la electronically process, prod       | uce or store PROTECTED and       | for CLASSIFIED       | No TYes           |
| informat          | ion or data?<br>isseur sera t-il tenu d'utiliser ses propres                         |   |                                  |                      | NonOui            |
|                   | nements ou des données PROTÉGÉS et   |   | ronor, provene ou strevel ciet   | a aundrenneur neo    |                   |
|                   | e be an electronic link between the supp   |   |                                  |                      | No Yes            |
|                   | ra t-on d'un lien électronique entre le sys<br>ementale?                             | tème informatique du fournisse          | ur et celui du ministère ou de   | agence               | Non Qui           |
|                   |  |   |                                  |                      |                   |
| TBS/SCT 35        | 0-103(2004/12)   | Security Classification / Cla<br>UNCLAS |                                  |                      | Canadi            |
|                   |  | UNCLAS                                  |                                  |                      | Canadä            |

#### COMMON-PS-SRCL#9

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Government Gouvernement of Canada du Canada Standing Offer Number / Numéro de l'offre à commandes

| - 1 | 0 | n | n | 1 | n | 7 | 7 | 4 |  |
|-----|---|---|---|---|---|---|---|---|--|
|     | v | v | v |   | v | ÷ |   |   |  |

Security Classification / Classification de sécurité UNCLASSIFIED

#### PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

#### SUMMARY CHART / TABLEAU RÉCAPITULATIF

| Calegory<br>Calégone   |            |                           |                          |   | ASSIFIED<br>ASSIFIÉ   |                                       | NATO                            |                      |                | COMSEC                             |                              |     |          |              |               |                |
|--|------------|---------------------------|--------------------------|---|-----------------------|---------------------------------------|---------------------------------|----------------------|----------------|------------------------------------|------------------------------|-----|----------|--------------|---------------|----------------|
|  | A          | B                         | ¢                        | CONTIDENISAL  | SECRET                | TOP                                   | NATO<br>RESTRICTED              | NATO<br>CONFIDENTIAL | NATO<br>SECRET | COSMIC<br>TOP                      | PROTECTED<br>PROTECE CONFIDE |     |          | SECRET       | TOP<br>SECRET |                |
|  |            |                           |                          | CONFIDENTIEL  |                       | TRES<br>SECRET                        | NATO<br>DIFFUSION<br>RESTREINTE | NATO<br>CONFIDENTIEL |                | SECRET<br>COSMIC<br>TRES<br>SECRET | A                            | в   | c        | CONFIDENTIEL |               | TRES<br>SECRET |
| Information / Assets<br>Renseignements / Biens   |            | 1                         | [                        |   |                       |                                       |                                 |                      |                |                                    | [                            |     |          |              |               |                |
| Production   |            |                           |                          |   | i                     | 1                                     | i                               |                      | i —            |                                    |                              |     |          |              |               | i —            |
| IT Media /<br>Support TI   |            | 1                         |                          |   |                       |                                       |                                 |                      |                |                                    |                              | ╞   | $\vdash$ |              |               |                |
| 17 Link /<br>Lien électromaue  |            | <b>—</b>                  |                          |   |                       |                                       |                                 |                      |                |                                    |                              |     |          |              |               |                |
| 12 a) is the descrip<br>La description<br>If Yes, classif<br>Dans l'affirma<br>« Classificatio | du<br>y th | lrava<br>ils fo<br>a, cla | ill vis<br>orm l<br>assi | ié par la prése<br>by annotating<br>ller le présent | the LVER              | S est-elle<br>and botto<br>ire en ind | de nature P<br>om in the are    | ROTĖGĖE et           | ou CLAS        | lassificat                         |                              |     |          | (            | No Non        | ∏Ye<br>Qt      |
| 12 b) Will the docu<br>La documenta  |            |                           |                          |   |                       |                                       |                                 |                      |                |                                    |                              |     |          | [            | ✓ No<br>Non   |                |
| lf Yes, classif<br>atlachments (<br>Dans l'affirma<br>« Classificatio                          | e.g        | . SE(<br>a, cla           | CRE                      | T with Attach<br>lier le présent                    | ments).<br>I formulai | ire en inc                            | liquant le ni                   | veau de sécu         | ritė dans      | : la case i                        | ntitu                        | låe |          |              |               |                |

TBS/SCT 350-103(2004/12)

des plèces jointes).

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# Canadä

|   |  | COMM                               | ON-PS-SRCL  | #9   |  | -                    |  |  |  |
|---|--|------------------------------------|---|--|--|----------------------|--|--|--|
|   | ouvernement<br>u Canada                    |                                    | Standing Offer Number / Numéro de l'offre à commandes<br>100010771<br>Scounty Classification / Classification de sécurité |  |  |                      |  |  |  |
|   |  |                                    | L   |  | <u></u>  |                      |  |  |  |
| PART D - AUTHORIZATION / PART<br>13. Organization Project Authority / C                     |  | nisme                              |   |  |  |                      |  |  |  |
| Name (print) - Nom (en lettres mou  |  | Title - Titre                      |   | la service ser | Signature  |                      |  |  |  |
| CAVES, JOHN   | S  | enior Manag                        | er  | 41   | LC   |                      |  |  |  |
| Telephona Na Nº de téléphone  | Finish tug Na Na                           | 1                                  | E-mail or   | Idress - Adressa cour  | riet   | Dalo                 |  |  |  |
| 819-654-5944  | tie test tais rais.<br>It is test tais     |                                    | tohn.cav  | s@hrsdc-rhdcc.g  | Signature Signat |                      |  |  |  |
| 14 Organization Security Authority /  | Responsable de la sécur                    | ité de l'organi                    | isme  |  |  |                      |  |  |  |
| Name (print) - Nom (en lettres moulé  | ics)                                       | Tille - Titre                      |   | Signa  |  | 1 /)                 |  |  |  |
| DAVIO /   | VZU  | MA                                 | nace  | UBO  |  |                      |  |  |  |
| A   |  |                                    | J   |  | 0 V  | 0                    |  |  |  |
| KICHARD LAHA  | 18   | MANT                               | ње  | 15   | ulle   | Ca                   |  |  |  |
| Telaphone No Nº de téléphone  | Factimile No M <sup>e</sup> t<br>Mécopieur | de                                 | E-mai   | address - Adrosse co   | ountiel  | Date (YYYY-MM-DD)    |  |  |  |
| 819-654-1069  |  | RIC                                | HARD.L  | ALAIRAN  | 2506-0   |                      |  |  |  |
| <ol> <li>Are there add bonal instructions (<br/>Des instructions supplémentaires</li> </ol> |  | urity Classifica<br>6, Guida da cl | ation Guide) atta<br>lassification de l   | iched?<br>a sécurité) sont-olies (   | ointes?  | Na Yes<br>Non Oul    |  |  |  |
| 6. Procurement Officer / Agent d'ap   | provisionnement                            |                                    |   |  |  | AC CA                |  |  |  |
| Name (print) - Nom (en lettres mou  | décs)                                      | Titla - Titre                      |   |  | A Signature  | <br>                 |  |  |  |
| GIROUX, DOMINIK   | Senior A                                   | cquisitions /                      | Advisor   | J2   | Ran  | 5                    |  |  |  |
| Telephone No - Nº de téléphone  | Fausiane i ta st                           |                                    | E-mail ac   | Idress - Adressa coun  | riel   | Date                 |  |  |  |
| 819-654-2730  | de telecopiete                             |                                    | Dominik.g   | roux@hrsdc.mdcc.c  | 2018-03-23   |                      |  |  |  |
| 7. Contracting Security Authority / A   | utorité contractante en m                  | atère de séc                       | unti é  |  |  |                      |  |  |  |
| Varne (pr.nt) - Nom (en lettres moulé   | es)  | Title - Titre                      | 1   | Signature  |  |                      |  |  |  |
|   |  |                                    |   | Saumur, Ja   | cques 0 <sup>on r-ca</sup> +   | -6C, au-FWEIG TFISC, |  |  |  |
| Clophone No - N <sup>e</sup> de téléphone   | Facsimile No Nº de té                      | Sécopleur                          | E-mail addres   | - Adresse courriel   |  |                      |  |  |  |
|   |  | 10000                              |   |  |  |                      |  |  |  |
| Jacques Saymur  |  |                                    |   |  |  |                      |  |  |  |
| Contract Security Officer   |  |                                    |   |  |  |                      |  |  |  |
| Contracts Security Division;Division<br>Contract Security Program(Program)                  |  |                                    |   |  |  |                      |  |  |  |
| Public Services and Procurement Ca  |  |                                    | nement Canada   | I  |  |                      |  |  |  |

Volic Services and Procurement Cana aj servic

Jacques Saumun@tpsgc-pwgsc.gc.ca

Telephone (Téléphone 613-948-1732 Facsimile ) Télécopieur 613-948-1712

TBS/SCT 350-103(2004/12)

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Canadä

# ANNEX "D"

# QUARTERLY REPORT TEMPLATE

| From (YYYY-MM)        |                                      |   | Το (ΥΥΥΥ-ΜΝ   | VI)             |                                       |                             |  |  |  |
|-----------------------|--------------------------------------|---|---|-----------------|---------------------------------------|-----------------------------|--|--|--|
| Offeror (PBN)         |                                      |   |   |                 |                                       |                             |  |  |  |
|                       | Offeror's Representative (cf. 7.5.3) |   |   |                 |                                       |                             |  |  |  |
| Identified User (ESDC | Representative (requestee)           |   |   | Call-Up Details | · · · · · · · · · · · · · · · · · · · |                             |  |  |  |
| related, e.g. Branch) |                                      | Transaction ID<br>(fill out where applicable) | Transaction ID Service(s) Rendered (fill out where applicable) (check where applicable) |                 |                                       | Value (\$),<br>before taxes |  |  |  |
|                       |                                      | Acquisition Card:                             | Translation   |                 |                                       |                             |  |  |  |
|                       |                                      |   | Transcription   |                 |                                       | ć                           |  |  |  |
|                       |                                      | Call-Up Order:                                | Comparative E   | Editing         |                                       |                             |  |  |  |
|                       |                                      |   | Source Text Ec  | diting          |                                       |                             |  |  |  |
|                       |                                      | Acquisition Card:                             | Translation   |                 |                                       |                             |  |  |  |
|                       |                                      |   | Transcription   |                 |                                       | ć                           |  |  |  |
|                       |                                      | Call-Up Order:                                | Comparative Editing   |                 |                                       |                             |  |  |  |
|                       |                                      |   | Source Text Ec  | diting          |                                       |                             |  |  |  |
|                       |                                      | Acquisition Card:                             | Translation   |                 |                                       |                             |  |  |  |
|                       |                                      |   | Transcription<br>Comparative Editing  |                 |                                       | ć                           |  |  |  |
|                       |                                      | Call-Up Order:                                |   |                 |                                       | Ş                           |  |  |  |
|                       |                                      |   | Source Text Ec  | diting          |                                       |                             |  |  |  |