

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Public Health Agency of Canada / Agence de la santé publique du Canada

Attn: Erin Massey

Email: erin.massey@canada.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Health Agency of Canada

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

Proposition à:

Agence de la santé publique du Canada

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

Instructions : See Herein Instructions: Voir aux présentes

Issuing Office – Bureau de distribution

Public Health Agency of Canada / Agence de la santé publique du Canada 200, Eglantine Driveway Tunney's Pasture Ottawa Ontario K1A 0K9

Title – Sujet Translation and Editing of the Chief Pul Reports	blic Health Officer (CPHO)
Solicitation No. – N° de l'invitation 1000207316	Date 2019-01-10
Solicitation Closes at – 2 :00PM	Time Zone Fuseau horaire
L'invitation prend fin à 1400h	EST / HNE
on / le - 2019-02-19	
F.O.B F.A.B. Plant-Usine: Destination:	Other-Autre:
Address Enquiries to: - Adresser tou Name: Erin Massey Email: erin.massey@canada.ca Telephone – téléphone : 613-941-2094	
Destination – of Goods, Services, an Destination – des biens, services et e See Herein – Voir ici	nd Construction:
Delivery required - Livraison exigée	
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Vendor/firm Name and address Raison sociale et adresse du fournis	seur/de l'entrepreneur
Facsimile No. – N° de télécopieur : Telephone No. – N° de téléphone :	
Name and title of person authorized Vendor/firm Nom et titre de la personne autorisée	_
fournisseur/de l'entrepreneur (type or print)/ (taper ou écrire en cal	ractères d'imprimerie)
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TABLE OF CONTENTS

PART 1	I - GENERAL INFORMATION	3
1.1 1.2	Introduction	
1.4	DEBRIEFINGS	
PART 2	2 - BIDDER INSTRUCTIONS	
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2	SUBMISSION OF BIDS	
2.3	FORMER PUBLIC SERVANT	
2.4	ENQUIRIES - BID SOLICITATION	
2.5 2.6	APPLICABLE LAWSIMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	
2.7	BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY	
PART 3	3 - BID PREPARATION INSTRUCTIONS	7
3.1	BID PREPARATION INSTRUCTIONS	7
PART 4	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1	EVALUATION PROCEDURES	8
4.2	BASIS OF SELECTION	
PART 5	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	13
5.1	CERTIFICATIONS REQUIRED WITH THE BID	
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	13
PART 6	S – SECURITY AND OTHER REQUIREMENTS	14
6.1	SECURITY REQUIREMENTS	14
PART 7	7 - RESULTING CONTRACT CLAUSES	14
7.1	STATEMENT OF WORK	14
7.2	STANDARD CLAUSES AND CONDITIONS	
7.3	SECURITY REQUIREMENTS	
7.4 7.5	TERM OF CONTRACT	
7.5 7.6	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	
7.7	PAYMENT	
7.9	CERTIFICATIONS AND ADDITIONAL INFORMATION	18
	APPLICABLE LAWS	
	PRIORITY OF DOCUMENTS	
	A - STATEMENT OF WORK	
	(B - BASIS OF PAYMENT	
	C - TASK AUTHORIZATION FORM	
	L-IASK AUTOURI/ATION FURIV	24

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work and the Basis of Payment,

1.2 Summary

1.2.1 The Public Health Agency of Canada requires the services of a contractor experienced in French translation and editorial services that is capable of science communications in both English and French so that reports are written in an accessible way to various audiences.

1.3 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement, the Canada-Colombia Free Trade Agreement, the Canada-Honduras Free Trade Agreement, the Canada Korea Free Trade Agreement, the Canada-Panama Free Trade Agreement and the Canadian Free Trade Agreement (CFTA).

1.4 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <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.

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

The <u>2003</u> (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to Public Health Agency of Canada (PHAC) Contracting Authority by the date, time and place indicated in the bid solicitation.

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

2.3 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least twenty (20) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Basis for Canada's Ownership of Intellectual Property

The Public Health Agency of Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the *Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts*:

 Where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is to generate knowledge and information for public dissemination.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid: One electronic (PDF) copy by email; Section II: Financial Bid: One electronic (PDF) copy by email; Section III: Certifications: One electronic (PDF) copy by email.

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

(a) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

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

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

Section II: Financial Bid

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

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Mandatory Technical Criteria (MT)

For the purpose of the mandatory technical criteria specified below, the experience of the Bidder and its subcontractors, affiliates and suppliers will be considered.

#	Mandatory Technical Criterion	Met: Yes/No	Page Reference In The Bidder's Proposal
M 1	The bidder must propose a team of dedicated resources and provide detailed CVs for each one. Each proposed resource must have a minimum of three (3) years' experience in the last five (5) years editing, revising, rewriting, translating and adapting documents in both English and French that target a wide range of audiences, including the general public. The bidder must identify the Team Lead who will act as the main point of contact for PHAC.		
	The bidder must provide four (4) samples of work for each proposed resource, demonstrating their experience editing, revising, rewriting, translating and adapting documents in both English and French that target a wide range of audiences, including the general public.		
M2	i. Include the originals and final copies of two (2) English and two (2) French versions. ii. Include the name and contact information (name, telephone number and email address) for the client department for each sample; and iii. Identify the target audience(s); Canada may contact previous clients to validate		
М3	experience. The bidder must be able to provide after-hours service on occasion. The bidder must provide the direct contact information and describe the process to access after-hours service.		

4.1.1.2 Point Rated Technical Criteria

Item	Criteria	Max points	Reference to Proposal/Comments
R1	The bidder should demonstrate by providing detailed samples, that at least one (1) proposed resource has experience in the writing, editing and/or revision of material the area of public health policy. Samples must: i. Identify the proposed resource(s); ii. Include the originals and final copies; and iii. Include the name and contact information (name, telephone number and email address) for the client department for each sample. POINTS ALLOCATION: One point per sample to a maximum of five (5). Canada may contact previous clients to validate experience.	/5	
R2	The bidder should demonstrate by providing detailed samples that at least one (1) proposed resource has experience in the writing, revision and/or translation of products other than reports, such as short research briefs, infographics or video scripting. Samples must: i. Identify the proposed resource(s); ii. Include the originals and final copies; and iii. Include the name and contact information (name, telephone number and email address) for the client department for each sample. POINTS ALLOCATION: One point per sample to a maximum of five (5). Canada may contact previous clients to validate experience.	/5	
R3	The bidder should demonstrate by providing detailed samples that at least one (1) proposed resource has experience in revising, rewriting and/or editing products for Francophone audiences. Samples must: i. Identify the proposed resource(s) ii. Be different from the samples provided for M2; iii. Identify the target audience(s); iv. Include the originals and final copies; and v. Include the name and contact information (name, telephone number and email address) for the client department for each sample. POINTS ALLOCATION: One point per sample to a maximum of five (5). Canada may contact previous clients to validate experience.	/5	

Item	Criteria	Max points	Reference to Proposal/Comments
R4	The bidder must demonstrate by providing detailed samples that at least one (1) proposed resource has experience using evidence-based approaches to technical writing of science-based text to suit various audiences. Samples must: i. Identify the proposed resource(s) ii. Include the originals and final copies; and iii. Include the name and contact information (name,	/5	
	telephone number and contact information (name, telephone number and email address) for the client department for each sample. POINTS ALLOCATION: One point per sample to a maximum of five (5).		
	Canada may contact previous clients to validate experience.		
	The bidder should provide a work plan that outlines the process from receipt of document to be edited / translated to completion and final delivery.		
R5	Work plan must:	/5	
	 i. Identify the resource(s) involved in the process from receipt, preparation, tracking, completion, revisions, follow-up etc. including the processing times (days) for each. 		
	SCORING: Minimum of 17/25 required	/25	

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit (60%) and Price (40%)

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 17 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 30 points.

- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)						
		Bidder 1	Bidder 2	Bidder 3		
Overall Technical Score		115/135	89/135	92/135		
Bid Evaluate	ed Price	\$55,000.00	\$50,000.00	\$45,000.00		
Calculatio	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89		
ns	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00		
Combined Rating 83.84 75.56 80.89				80.89		
Overa	II Rating	1st	3rd	2nd		

Only the Offerors who have met the mandatory criteria and have received the minimum score or better shall be considered for award.

The price evaluation for responsive offers will be carried out as follows: Note to Offerors: Values indicated in the tables below are for example purposes only.

STEP 1

An average per diem rate (regular and urgent) will be determined as follows:

Per diem Rate - Regular

	Contract period	Option Year 1	Option Year 2	Total
Bidder No. 1	\$275.00	\$300.00	\$325.00	\$900.00
Bidder No. 2	\$270.00	\$320.00	\$330.00	\$920.00
Bidder No.3	\$280.00	\$320.00	\$340.00	\$940.00

The average per diem rate (regular) will be established by dividing the total above by 3 as follows:

Bidder No. 1: \$900 divided by 3 = \$300.00 average per diem rate Bidder No. 2: \$920 divided by 3 = \$306.67 average per diem rate Bidder No. 3: \$940 divided by 3 = \$313.33 average per diem rate

Per Diem Rate-Urgent

	Contract period	Option Year 1	Option Year 2	Total
Bidder No. 1	\$320.00	\$330.00	\$340.00	\$990.00
Bidder No.2	\$330.00	\$340.00	\$350.00	\$1,020.00
Bidder No.3	\$340.00	\$350.00	\$360.00	\$1,050.00

The average per diem rate (urgent) will be established by dividing the total above by 3 as follows:

Bidder No.1: \$990.00 divided by 3 = \$330.00 average per diem rate Bidder No. 2: \$1,020.00 divided by 3 = \$340.00 average per diem rate Bidder No. 3: \$1,050.00 divided by 3 = \$350.00 average per diem rate

The combined average per diem rate, regular and urgent, for evaluation purposes is:

Bidder No.1: \$300.00 + \$330.00 = \$630.00/2 = \$315.00 Bidder No.2: \$306.67 + \$340.00 = \$646.67/2 = \$323.34 Bidder No.3: \$313.33 + \$350.00 = \$663.33/2 = \$331.67

STEP 2:

An average per word rate (regular and urgent) will be established as follows:

Per Word Rate (Regular)

	Contract Period	Option Year 1	Option Year 2	Total
Bidder No.1	\$.60	\$.70	\$.80	\$2.10
Bidder No.2	\$.65	\$.75	\$.85	\$2.25
Bidder No.3	\$.70	\$.80	\$.90	\$2.40

The average per word rate (regular) will be established by dividing the total above by 3 as follows:

Bidder No.1: \$2.10 divided by 3 = \$.70 average per word rate Bidder No.2: \$2.25 divided by 3 = \$.75 average per word rate Bidder No.3: \$2.40 divided by 3 = \$.80 average per word rate

Per Word Rate (Urgent)

	Contract Period	Option Year 1	Option Year 2	Total
Bidder No.1	\$.90	\$1.00	\$1.10	\$3.00
Bidder No.2	\$1.00	\$1.10	\$1.20	\$3.30
Bidder No.3	\$1.10	\$1.20	\$1.30	\$3.60

The average per word rate (urgent) will be established by dividing the total above by 3 as follows:

Bidder No.1: \$3.00 divided by 3 = \$1.00 average per word rate Bidder No. 2: \$3.30 divided by 3 = \$1.10 average per word rate Bidder No. 3: \$3.60 divided by 3 = \$1.20 average per word rate

The combined average per word rate, regular and urgent rate is:

Bidder No.1: \$.70 + \$1.00 = \$1.70/2 = \$.85 Bidder No.2: \$.75 + \$1.10 = \$1.85/2 = \$.93 Bidder No.3: \$.80 + \$1.20 = \$2.00/2 = \$1.00

The combined average per word rate (regular and urgent) will then be multiplied by 13,750 words (250 words/page) to arrive at the final word rate cost to be used for evaluation purposes as follows:

Bidder No1: \$.85 x 13,750 = \$11,687.50 Bidder No.2: \$.93 x 13,750 = \$12,787.50 Bidder No.3: \$1.00 x 13,750 = \$13,750.00

STEP 3:

The combined average per diem rate (regular and urgent) from step 1 above and the final word rate cost from step 2 above will be added together to determine each bidders total evaluation price as follows:

Bidder No.1: \$315.00 + \$11,687.50 = \$12,002.50 Bidder No.2: \$323.34 + \$12,787.50 = \$13,110.84 Bidder No.3: \$331.67 + \$13,750.00 = \$14,081.67

In this example, Bidder No.1 is the highest rated Offeror, Bidder No. 2 is the second highest rated Offeror and Bidder No. 3 is the third highest rated Offeror.

FINAL STEP:

The total contract value will be determined by multiplying the final word rate cost by the estimated number of reports required per year:

Period	Estimated # of reports (A)	Word rate cost (B)	Estimated value C = A x B
Contract year 1 (2018/19)	Up to 2 reports	\$12,002.50	\$24,011.00
Contract year 2 (2019/20)	Up to 4 reports	\$12,002.50	\$48,010.00
Subtotal	\$72,021.00		
Applicable taxes	\$9,362.73		
Estimated total	\$81,383.73		

Option period 1 (2020/21)	Up to 4 reports	\$12,002.50	\$48,010.00
Applicable taxes			\$6,241.30
Estimated total:			\$54,251.30
Option period 2 (2021/22)	Up to 4 reports	\$12,002.50	\$48,010.00

Option period 2 (2021/22)	Up to 4 reports	\$12,002.50	\$48,010.00
Applicable taxes			\$6,241.30
Estimated total			\$54,251.30

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <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.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to

provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.2 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16), Status and Availability of Resources

5.2.3.4 Education and Experience

SACC Manual clause A3010T (2010-08-16), Education and Experience

PART 6 - SECURITY AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no Security Requirement applicable to this contract.

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

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

7.1.2 Task Authorization

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

7.1.2.1 Task Authorization Process

- 1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form" specified in Annex C.
- The Task Authorization (TA) will contain the details of the activities to be performed, a description
 of the deliverables, and a schedule indicating completion dates for the major activities or
 submission dates for the deliverables. The TA will also include the applicable basis(bases) and
 methods of payment as specified in the Contract.
- 3. The Contractor must provide the Project Authority, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.4 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

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

"Minimum Contract Value" means 5% of the Maximum Contract Value.

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

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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.

7.2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information

7.3 Security Requirements

Unscreened contractors must be escorted by an employee or Commissionaire at all times when visiting Government of Canada facilities.

Information which is to be used in the development of the contracted product, as reference material or otherwise made available to the contractor must be unclassified material and considered to be releasable to the public by Health Canada/Public Health Agency of Canada and/or The Government of Canada.

No Protected or Classified information is to be made available to the contractor, used in the production of the contracted product, or produced as a result of this contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2020 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

Name: Erin Massey

Title: Senior Procurement and Contracting Officer

Health Canada | Public Health Agency of Canada

Chief Financial Officer Branch

Directorate: Materiel and Assets Management

Address: 200 Eglantine Driveway, Ottawa, ON K1A 0K9

Telephone: 613-941-2094

E-mail address: erin.massey@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority (to be identified at contract award)

vame:	
Title:	
Organization: _	
Address:	
Telephone: _	
E-mail address	 3:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative (to be identified at contract award)

Name:	
Title:	
Organization:	
Addrage.	

Telephone:	
E-mail addre	ess:

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of payment: Individual task authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of Payment at Annex B.

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

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

7.7.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ _____.
 Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Method of Payment – Single Payment

The following method of payment will form part of the authorized TA: Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

7.7.4 Time Verification

SACC Manual clause C0711C (2008-05-12), Time Verification

7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to hc.p2p.east.invoices-factures.est.sc@canada.ca for certification and payment.

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement:
- (b) the supplemental general conditions <u>4007</u> (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information ;
- (c) the general conditions 2035 (2018-06-21) General Conditions Higher Complexity Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated _____,

7.12 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement

ANNEX A - STATEMENT OF WORK

1. Scope

1.1. Title

Translation and Editing of the Chief Public Health Officer Reports

1.2. Introduction

The Chief Public Health Officer of Canada (CPHO) is mandated to report on the health of Canadians annually. Through this annual report and spotlight reports, the CPHO communicates with Parliamentarians, public health leaders and the public on key issues impacting the health and wellbeing of Canadians.

The CPHO has identified six areas of focus for collaborative action to address during her mandate (2017-2022) including: (1) prevention of problematic substance use (cannabis, opioids and alcohol); (2) eliminating tuberculosis; (3) healthy children and youth; (4) sexually transmitted and blood-borne infections; (5) anti-microbial resistance; and (6) healthy built environments. The CPHO's overall goal is to contribute to a reduction in health inequities in Canada.

The reports then become the knowledge platform to catalyze action in collaboration with key audiences and engagement with other sectors, jurisdictions and organizations.

The Public Health Agency of Canada requires the services of a contractor experienced in French translation and editorial services that is capable of science communications in both English and French so that reports are written in an accessible way to various audiences.

1.3. Objectives of the Requirement

The contractor will provide support to the CPHO Reports Unit through the following activities for 2-3 reports each year:

- Editing, Revising and Rewriting:
 - o Provide feedback on the English drafts and related products in terms of ensuring communication consistency across the report;
 - Assist with the rewriting of passages, if needed, to ensure that the CPHO's message is being effectively communicated;
 - Edit and revise for typos, grammatical errors, sentence structure, flow and consistency of language;
 - Advise on current developments in technical writing, editing, publishing, translation and technological enhancements as relevant.
- Translation should be the same style, context and meaning as the original, to ensure that the copy reads as if it was originally written in French;
- Review of Lavout:
 - Review report layout of French and English final copies to assess the use of graphics (e.g., figures, charts, tables and images) and wording of headings, figure and table captions, and provide advice as appropriate.

1.4. Background and Specific Scope of the Requirement

The CPHO is required to submit an annual report on the State of Public Health in Canada to the Minister of Health by September 30th each year. The Minister is then required to table the report in both houses of Parliament within 15 sitting days of its receipt. Once tabled by the Minister, the report is released publically via a national posting under the health section of the Canada.ca website.

Spotlight reports focus on a particular public health topic based on CPHO priorities and are to be developed and released as required at various times of the year.

The CPHO reports will focus on priority areas of focus, cross-cutting themes or new emerging issues. Because of the important strategic nature of these issues to public health policy in Canada, it is necessary that the selected contractor already possesses a strong working knowledge of science communication in general and public health policy specifically.

2. Requirements

2.1. Tasks, Activities, Deliverables and Milestones

A detailed schedule will be determined at the outset of each report cycle. Teleconferences and face-to-face meetings will be scheduled between the contractor and CPHO Reports Unit throughout the duration of the contract as needed.

CPHO Annual Report

The annual report provides an overview of the health of Canadians, as well as a detailed picture of a specific health topic chosen by the CPHO (based on her specific areas of focus). The intended audience for the annual report is Parliamentarians, key stakeholders and the public. The annual report will be approximately 40-60 pages in English and 50-70 pages in French at approximately 250 words per page.

CPHO Spotlight Reports

The spotlight reports focus on a particular public health topic (based on CPHO's priorities) and will be 20-30 pages (in English and French). The intended audience is Parliamentarians, key stakeholders and the public.

All data and information summarized in the reports will available from publicly released documents. In addition, related products (such as infographics and video scripting) may be developed over the same period and need translation and editing on an as requested basis (budget permitting).

2.1.1 The contractor will edit, revise, rewrite and adapt the English draft of the CPHO reports on an as requested basis in order to ensure that the Objectives of Section 1.3 are met. The contractor will supply the Project authority with electronic versions of all deliverables in MS Word format.

Deliverable(s):

- (a) Edits/Revisions in the form of track changes and comments on a Word document, in English, as per Section 1.3.
- (b) Advice and guidance to the CPHO Reports Unit on best practices pertaining to report editing as relevant.
- (c) A French translation of each report will be developed which will communicate to a francophone audience. This will require adaptation of the text as needed.
- Note: It is estimated that there will be a need for (2) rounds of editing/revision and translation of each report.
- (d) Attend progress meetings (via teleconference) to review and discuss deliverables as relevant, including a meeting at the early stages work on each document to ensure that terminology/style etc. is on track.

2.2. Specifications and Standards

<u>Editing</u> – This includes checking grammar, spelling, punctuation, capitalization, clarity and other mechanics of style, checking for consistency of style, flow and terminology. It also includes

consistency between both languages (appropriate translation to ensure consistency in the message). Significant changes to style and content are to be highlighted either in an email (if general in nature) or on drafts for Project Authority's consideration. Grammar, spelling, punctuation, capitalization and other mechanics of style to be changed using track changes.

<u>French Translation</u> – This includes translation of the English text so that the proper grammar, spelling, punctuation, capitalization, clarity and other mechanics of style is used ensuring a similar style and flow to the English text. Additionally, the contractor will have familiarity with French science communication writing to adapt text as needed so that it is well understood by francophone stakeholders.

2.3. Method and Source of Acceptance

The Project Authority will review and accept the deliverables based on quality and integrity of the translation. Parts of the deliverable may be reviewed by member(s) of the Project authority team who have technical/subject expertise and who are native English or French speakers. Technical words or terms that are found in glossaries/key technical document(s) that are provided by the Project authority may be verified to ensure that the correct technical language is being used consistently.

The Project Authority will follow up with the Contractor to communicate any errors or omissions. In the event that a deliverable is rejected, the contractor will be requested to implement changes at no additional cost to the Public Health Agency of Canada.

2.4. Project Management Control Procedures

The Project Authority will monitor the progress of the work through discussion with the contractor.

In the event of a delay or other issue that affects the timelines or quality of the deliverables, the Contractor is to inform the Project Authority immediately and provide a solution or mitigation strategy.

3. Other Terms and Conditions of the SOW

3.1. Public Health Agency of Canada Obligations

- Access to relevant, government and departmental policies and procedures, publications, reports and studies;
- Provision of drafts of the CPHO Reports and related products for editing;
- Access to a staff member who will be available to coordinate activities/respond to technical and/or content questions;
- · Provide comments on draft deliverables within five working days.

3.2. Contractor's Obligations

- Unless otherwise specified, the contractor shall use his/her own equipment and software for the performance of this Statement of Work.
- Tasks/Activities outlined in section 2.1.

3.3. Location of Work, Work site and Delivery Point

Due to existing workload and sometimes short deadlines, all personnel assigned to any contract must be ready to work in close and frequent contact with the CPHO Reports Unit Manager and/or Project authority (or other assigned departmental representatives).

All work will be performed at the Contractor's preferred place of work. There is no requirement for the contractor to use onsite Agency facilities except for attendance at, and participation in content-related meetings.

3.4. Language of Work

Work emanating from this contract must be conducted in both French and English (as indicated in section 2.1).

4. Project Schedule

4.1. Expected Start and Completion Dates

There will be at least two reports developed each fiscal year with translation and editing timeframes for each to take place February till May and from June to September (dates may change each year). Additional documents may need to be translated and edited during the fiscal year.

5. Applicable Documents and Glossary

5.1. Applicable Reference Documents

The CPHO's Reports on the State of Public Health in Canada, 2008-2018 http://healthycanadians.gc.ca/department-ministere/phac-state-public-health-etat-sante-publique-aspc-eng.php

ANNEX B - BASIS OF PAYMENT

The Offeror hereby offers to the Public Health Agency of Canada, as requested by the Minister, to furnish all necessary expertise, supervision, materials, equipment and other things necessary to perform the work as described in the Statement of Work and in accordance with the terms and conditions of the Request for Proposal, to the satisfaction of the Minister, or his authorized representative, for the following price(s):

1. Per Diem Rate for Regular Work Periods

Initial Contract Period	Option Period 1	Option Period 2
F/Y 2019-2020	F/Y 2020-2021	F/Y 2021-2022
\$	\$	\$

2. Per Diem Rate for Urgent Work Requests

Initial Contract Period	Option Period 1	Option Period 2
F/Y 2019-2020	F/Y 2020-2021	F/Y 2021-2022
\$	\$	\$

3. Word Rate for Regular Work Periods

Initial Contract Period	Option Period 1	Option Period 2
F/Y 2019-2020	F/Y 2020-2021	F/Y 2021-2022
\$	\$	\$

4. Word Rate for Urgent Work Requests

Initial Contract Period	Option Period 1	Option Period 2
F/Y 2019-2020	F/Y 2020-2021	F/Y 2021-2022
\$	\$	\$

ANNEX C - TASK AUTHORIZATION FORM

TASK AUTHORIZATION (TA) FORM

Contract Number	
Task Authorization (TA) No.	
Financial Coding:	
Purchase Order Number:	
Contractor's Name and Address	
Original Authorization	
Total Estimated Cost of Task (GST/HST extra) before revisions:	e any
TA Revisions Previously Authorized (as applicable	e)
TA Revision No.	Authorized Increase or Decrease (GST/HST extra): \$
TA Revision No.	Authorized Increase or Decrease (GST/HST extra): \$
TA Revision No.	Authorized Increase or Decrease (GST/HST extra): \$
New TA Revision (as applicable)	
TA Revision No.	Authorized Increase or Decrease (GST/HST extra):
Total Estimated Cost of Task (GST/HST extra) after this revision:	
Contract Security Requirements (as applicable)	
This task includes security requirements.	
X No	
☐Yes. Refer to the Security Requirements Checklist	(SRCL) annex of the Contract.

Required Work	
SECTION A - Task Description of the Work required	
SECTION B - Applicable Basis of Payment	
SECTION B - Applicable basis of Fayilletit	
SECTION C - Cost Breakdown of Task	
SECTION C - Cost Breakdown of Task	
SECTION D - Applicable Method of Payment	
Authorization	
By signing this TA, the Project Authority certifies that the conten	t of this TA is in accordance with
the Contract.	
Name of Project Authority	
Signature	Date:
Contractor's Signature	
Name and title of individual authorized to sign for the Contractor	
Signature	Date