

REQUEST FOR a STANDING OFFER (“RFSO”)

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| RFSO Title: Communication Services | RFSO #: 18190020 |
| Issue Date: Friday, February 1, 2019 | Close Date & Time: Monday, February 25, 2019 at 1:00 p.m. Eastern Standard Time |
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SECTION 1 – INTRODUCTION

The purpose of this section is to provide general information about the International Development Research Centre (“IDRC” or “Centre”) and this RFSO.

1.1 IDRC OVERVIEW

IDRC was established by an act of Canada’s parliament in 1970 with a mandate “to initiate, encourage, support, and conduct research into the problems of the developing regions of the world and into the means for applying and adapting scientific, technical, and other knowledge to the economic and social advancement of those regions.” A **Canadian Crown corporation**, IDRC supports leading thinkers who advance knowledge and solve practical development problems. IDRC provide the resources, advice, and training they need to implement and share their solutions with those who need them most. In short, IDRC increases opportunities — and makes a real difference in people’s lives. Working with development partners, IDRC multiplies the impact of investment and brings innovations to more people in more countries around the world. IDRC offers fellowships and awards to nurture a new generation of development leaders. IDRC employs about 400 people at the head office located in Ottawa, Canada, and in four (4) regional offices located in Cairo-Egypt, New Delhi-India, Nairobi-Kenya, and Montevideo-Uruguay. IDRC is governed by a board of up to 14 governors, whose chairperson reports to Parliament through the Minister of International Development. For more details visit: www.idrc.ca

1.2 PURPOSE OF THIS RFSO

The objective of this request is to issue a number of Standing Offers (SO) for the provisions of various Communication Services. The services will be on an “as and when requested” basis, where requirements are described in section 2, the Statement of Work (“Services”).

1.3 DOCUMENTS FOR THIS RFSO

The documents listed below form part of and are incorporated into this RFSO:

- This RFSO document
- Annex A – Resulting Contract Terms and Conditions
- Annex B – Mandatory Requirements Checklist
- Annex C – Statement of Work
- Annex D –Basis of Payment
- Annex E – Company Profile

1.4 TARGET DATES FOR THIS RFSO

The following schedule summarizes significant target events for the RFSO process. The dates may be changed by IDRC at its sole discretion and shall not become conditions of any Contract which may be entered into by IDRC and the selected Offeror.

| Event | Date |
|----------------------------------|-----------------|
| RFSO issue date | See page 1 |
| Deadline for Enquiries | See section 5.1 |
| RFSO close date | See page 1 |
| Evaluation, selection | March 2019 |
| Finalize Contracts with Offerors | March 2019 |
| Commencement of Services | April 1, 2019 |

SECTION 2 – STATEMENT OF WORK

This section is intended to provide Offerors with the information necessary to prepare their offer. The Statement of Work (“SOW”) is a complete description of the tasks to be done, results to be achieved, and/or the goods to be supplied. It has been divided into (4 Sections). The Offeror may bid on “one or multiple sections of the Statement of Work, each offer should be clearly labelled by Section.

2.1 DESCRIPTION AND SCOPE OF WORK

2.1.1 Project Scope

In Scope:

The Project Authority will Call-Up Communication Services offered by an Offeror. This may include the following services as described in attached Statement of Work (4 Sections) at Attachment A.

Section 1- Writing and Editing Services

Section 2- Transcription Services

Section 3- Design and Graphic Design Services

Section 4- Translation Revision and Proofing Services

The services will be requested on an “as and when requested” basis.

2.1.2 Call-up Procedure

The Project Authority will be authorized to contact via email or phone any successful offeror, to define their needs for the requirement and request an estimate to complete the requirement. This estimate will be used to create a Call Up against the standing offer. Work will began once the offeror has received the electronic Call-Up against Standing Offer Purchase Order from the Contracting Authority.

2.1.3 Work Allocation

The Project Authority will allocate work to the Offeror by first considering the following criteria:

- 1) The nature of the subject matter of the requested requirement
- 2) Language capabilities
- 3) Availability

When a requirement has been identified the Project Authority will contact the most suitable offeror to determine if the requirement can be satisfied by that offeror. If the offeror is able to meet the requirement that a call-up is made against the standing offer. Should the offeror be unable to meet the requirement, the Project Authority will contact the next suitable offeror. This process will continue until the requirement can be fully addressed. If no Offeror can fulfill the requirement, the Project Authority may seek an outside Consultant.

The Centre makes no guarantee of the volume of work to be assigned to any selected respondents. Any agreement entered into pursuant to this RFSO will not be an exclusive contract for the provision of the described deliverables. The Centre may contract with others for the same or similar deliverables to those describes in this RFSQ or may obtain the same or similar deliverables internally.

2.1.3 Resulting Contract Clauses

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the standing offer.

- a) The Consultant must perform the Work described in the call-up against the Standing Offer.
- b) The work must be completed in accordance with the call-up against the Standing Offer

2.2 IDRC RESPONSIBILITIES, SUPPORT, AND REPRESENTATIVES

IDRC will identify a **Project Authority** to whom the successful Offeror will report during the period of a resulting Contract. The Project Authority will be responsible for coordinating the call-up and is responsible for all technical content of the work under the resulting contract.

IDRC will identify a **Contracting Authority**, who will oversee a resulting Contract throughout its lifecycle, in conjunction with the Project Authority and the Proponent, create amendments for any changes to a resulting Contract, and answer questions on terms and conditions.

2.3 LOCATION OF WORK AND TRAVEL

Due to the type of Services required, the successful Offeror will be able to work from its own location. IDRC will not provide onsite facilities for the Consultant.

2.4 PERIOD OF A RESULTING CONTRACTS

Resulting Contracts will be expected to be for a period of three (3) years, commencing on April 1, 2019, with options to extend for two (2) three (3) year periods under the same terms and conditions.

SECTION 3 – OFFER EVALUATION

This section describes the process that IDRC will use to evaluate Offers and select Offerors. Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the technical and financial evaluation criteria.

3.1 EVALUATION COMMUNICATION

During Offer evaluations, IDRC reserves the right to contact or meet with any individual Offeror in order to obtain clarification of its submission or to gain insight into the quality and scope of relevant services. An Offeror will not be allowed to add, change, or delete any information during the process. IDRC is in no way obligated to meet with any or all Offeror for this purpose.

3.2 EVALUATION METHODOLOGY

IDRC will use the following methodology to evaluate offers:

3.2.1 Step 1 - Mandatory Requirements

Each offer will be examined to determine compliance with all IDRC's **Mandatory Requirements** as set out in **Annex B**. Non-compliant offers will receive no further consideration.

3.2.2 Step 2 - Financials

The evaluated cost/total bid price will be the evaluated price detailed in Annex D

3.2.3 Step 3 - Presentation/Interview

Offerors *may* be invited to make a presentation or participate in an interview to support their offer at their own expense prior to final selection.

Offerors submitting proposals for **Sections 1, 2 and 4** as part of the evaluation process you may be requested to complete a sample test that will be assessed prior to the final selection.

3.2.4 Step 4 – Basis of Selection

An offer must comply with the requirements of the Request for Standing Offer and meet all mandatory technical evaluation criteria list in Annex B to be declared responsive. A maximum of 25 standing offers will be recommended for issuance to the responsive offers with the lowest evaluated price.

3.3 OFFEROR FINANCIAL CAPACITY

IDRC reserves the right to conduct an assessment of the Offeror's financial capacity. IDRC may request that the Offeror provide proof of financial stability via bank references, financial statements, or other similar evidence. The Offeror must provide this information upon 72 hours of IDRC's request. Failure to comply may result in disqualification.

3.4 OFFEROR SELECTION

As noted in section **5.8**, acceptance of an Offer does not oblige IDRC to incorporate any or all of the accepted Offer into a contractual agreement, but rather demonstrates a willingness on the part of IDRC to enter into negotiations for the purpose of arriving at a satisfactory contractual arrangement with one or more parties.

Without changing the intent of this RFSO or the Offeror's proposal, IDRC will enter into discussions with the Offeror for the purpose of finalizing the Contract.

In the event no satisfactory Contract can be negotiated between the Offeror and IDRC, IDRC may terminate negotiations. In such event, if IDRC feels that the Offeror with the second highest score may meet the requirements, IDRC will continue the process with the secondary Proponent, and so on.

Announcement of the successful Offerors will be made to all Offerors following the signing of a Contract no later than 72 days following the award of a Contract. Upon request from an unsuccessful Offeror, IDRC will provide the reasons why that particular Offer was not selected.

SECTION 4 – OFFER FORMAT

Offer responses should be organized and submitted in accordance with the instructions in this section.

4.1 GENERAL

Offers should be in 8 1/2" x 11" (letter) format, with each page numbered. Elaborate or unnecessary voluminous offers are not desired. The font used should be easy to read and generally be no smaller than 11 points (smaller font can be used for short footnotes).

Prices must appear in the financial offer only.

4.2 OFFICIAL LANGUAGES

Offers may be submitted in English or French.

4.3 ORGANIZATION OF RESPONSES

Responses should be organized as follows, where the sections that follow provide more details:

| see RFSO Section for full details | File | Contents |
|-----------------------------------|------------|-----------------|
| 4.4 | 1.0 | Technical Offer |
| 4.5 | 2.0 | Financial Offer |

4.4 TECHNICAL OFFER

The Offeror should provide *as a separate file and include Annex E- Company Profile and Annex B- Mandatory Requirements Checklist as part of the technical offer.*

4.4.1 Response to the Statement of Work

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the work and complete the response grid found in **Annex B- Mandatory Requirements Checklist**.

4.5 FINANCIAL PROPOSAL

The Offeror should provide *as a separate file and in accordance with Annex D- Basis of Payment.*

4.5.1 Financial Requirements

The Offeror **must** provide pricing for all of its proposed Services.

| Financial Requirements |
|---|
| a. The Offeror is to state the assumptions underlying its financial proposal. |
| b. All prices are to be quoted in Canadian dollars (CAD) and be exclusive of the Goods and services Tax (GST) or Harmonized Sales Tax (HST). The GST or HST, whichever is applicable, shall be extra to the prices quoted by the Offeror and will be paid by IDRC. If the Offeror will not be charging IDRC taxes, an explanation should be provided. See the Notes below for more details on taxes. |
| c. All prices must include at a minimum, hourly or daily rates and following the response to section 2 (Statement of Work). Prices for Section 3: Design and Graphic Design Services shall include all components normally included in providing the proposed services. If required please add additional lines to include additional components. |
| d. The Offeror shall provide one (1) invoice upon completion of all each call-up. |

Important Note: IDRC's payment terms are NET 30 and IDRC will make no advance on fees.

Notes:

1. Taxes

1.1 Vendors hired to deliver goods and or services in Canada (regardless of their place of origin) must include all costs on their invoices for the purpose of calculating the applicable taxes *payable by IDRC*.

1.2 In accordance with the income tax regulations of Canada, *IDRC must withhold 15% of fees and non-exempt expenses of non-resident Vendors working in Canada* for transmittal to the Canada Revenue Agency ("CRA"). Such holdback may be either waived by the Canada Revenue Agency ahead of payment (the Vendor must secure the waiver himself / herself) or refunded later to the Vendor by the authorities of his / her country of residence (where the country in question has a tax treaty with the Government of Canada), upon the Vendor satisfying the country's revenue declaration requirements. Withholding by IDRC does not constitute sufficient reason to increase the negotiated fee. Tax matters remain entirely the responsibility of the Vendor. Waiver applications and information can be found on CRA's website: <http://www.cra-arc.gc.ca/tx/nrsdnts/cmmn/rndr/menu-eng.html>

1.3 In accordance with the tax regulations of the jurisdictions of IDRC's Regional Offices (which are located outside of Canada), other tax regulations may apply.

4.5.2 Mathematical Errors

If there are errors in the mathematical extension of unit price items, the unit prices prevail and the unit price extension is adjusted accordingly.

If there are errors in the addition of lump sum prices or unit price extensions, the total is corrected, and the correct amount reflected in the total price.

Any Offeror affected by mathematical errors shall be notified by IDRC and be given the corrected prices.

SECTION 5 – CONDITIONS

The purpose of this section is to inform the Offeror about IDRC's procedures and rules pertaining to the RFSO process.

5.1 ENQUIRIES

All matters pertaining to this RFSO are to be referred exclusively to the Contracting Authority named on page 1.

No verbal enquiries or verbal requests for clarifications will be accepted.

Offeror's should, as much as feasible, aggregate enquiries and requests for clarifications and shall submit them **in writing via email** to the **Contracting Authority** by Friday, February 8, 2019, at 11:00 a.m. EDT in order to receive a response prior to the close date. When submitting, Offeror's *email subject line* should cite "**RFSO_18190020 Communication Tools**".

The Contracting Authority will provide simultaneously to all Offerors, all answers to significant enquiries received without revealing the sources of the enquiries.

In the event that it becomes necessary to revise any part of the RFSO as a result of any enquiry or for any other reason, **an Amendment** to this RFSO will be provided **by email** to each Offeror to whom IDRC has issued this RFSO.

5.2 SUBMISSION DEADLINE

IDRC will only accept offers up the close date and time indicated on page 1.

Important note: Late offers will not be accepted. No adjustments to offers will be considered after the close date and time.

5.3 OFFER SUBMISSION INSTRUCTIONS

Offers should be submitted in accordance with the instructions in this section.

5.3.1 Method of Sending

The preferred method of Offer submission is electronic, via **email**, in **Microsoft Word** or in **PDF** format to the Contracting Authority named on page 1. Offerors *email subject line* should cite "**RFSO_18190020 Communication Tools**" when submitting via email.

Important Note: The maximum size of an email that IDRC can receive is 10MB. If necessary, Offerors can send multiple emails.

5.3.2 Number of Copies

The Offeror's electronic submission should consist of **two (2) files** (i.e. 2 separate documents) as noted in section 4.3.

5.3.3 Changes to Submission

Changes to the submitted Offer can be made, if required, provided they are received as an Addendum (or an Amendment) to, or clarification of, previously submitted proposal, or as a complete new Offer to cancel and supersede the earlier proposal. The addendum, clarification, or new Offer should be submitted as per the delivery instructions outlined above, be clearly marked "**REVISION**", and **must be received no later than the submission deadline**. In addition, the revised Offer should include a description of the degree to which the contents are in substitution for the earlier proposal.

5.3.4 Multiple Offers

Offerors interested in submitting more than one Offer may do so, providing that each Offer stands alone and independently complies with the instructions, conditions and specifications of this RFSO.

5.4 VALIDITY OF PROPOSAL

Offers must remain open for acceptance for **ninety (90) days** after the close date.

5.5 PROPONENTS COSTS

All costs and expenses incurred by a Offeror in any way related to the Offeror's response to the RFSO, including but not limited to any clarifications, interviews, presentations, subsequent Offers, review, selection or delays related thereto or occurring during the RFSO process, are the sole responsibility of the Offeror and will not be chargeable in any way to IDRC.

5.6 GOVERNING LAWS

This RFSO is issued pursuant to the laws of the province of Ontario and the laws of Canada.

5.7 CONFLICT OF INTEREST

In submitting an Offer, the Offeror must avoid any real, apparent or potential conflict of interest and will declare to IDRC any such conflict of interest.

In the event that any real, apparent, or potential conflict of interest cannot be resolved to the satisfaction of IDRC, IDRC will have the right to immediately reject the Offeror from consideration and, if applicable, terminate any Contract entered into pursuant to this RFSO.

5.8 RIGHTS OF IDRC

IDRC does not bind itself to accept any Offer submitted in response to this RFSO, and may proceed as it, in its sole discretion, determines following receipt of Offers. IDRC reserves the right to accept any offer(s) in whole or in part, or to discuss with any Offerors, different or additional terms to those envisioned in this RFSO or in such an Offeror's proposal.

After selection of preferred offer(s), if any, IDRC has the right to negotiate with the preferred Offeror(s) and, as a part of that process, to negotiate changes, amendments or modifications to the offer(s) at the exclusion of other Offerors.

Without limiting the foregoing, IDRC reserves the right to:

- a.** seek clarification or verify any or all information provided by the Offeror with respect to this RFSO, including, if applicable to this RFSO, contacting the named reference contacts;
- b.** modify, amend or revise any provision of the RFSO or issue any addenda at any time; any modifications, amendment, revision or addendum will, however, be issued in writing and provided to all Offerors;
- c.** reject or accept any or all Offers, in whole or in part, without prior negotiation;
- d.** reject any Offer based on real or potential conflict of interest;
- e.** if only one Offer is received, elect to accept or reject it;
- f.** in its sole discretion, cancel the RFSO process at any time, without award, noting that the lowest or any Offer will not necessarily be accepted;
- g.** negotiate resulting Contract terms and conditions;
- h.** cancel and/or re-issue the RFSO at any time, without any liability whatsoever to any Offerors;
- i.** award all or any part of the work to one or more Offerors based on quality, services, and price and any other selection criteria indicated herein; and
- j.** retain all Offers submitted in response to this RFSO.

5.9 PROPOSED CONTRACT

Annex A has been provided as part of the RFSO documents so that Offerors may review and become familiar with certain specific conditions that are expected to be adhered to in connection with the provision of Services. While some of the language may be negotiated between IDRC and the successful Offeror, IDRC's flexibility to amend its standard terms and conditions may be limited.

Important note: The Offeror should outline any objections with reasons to any terms and conditions contained in this RFSO and include them in its Offer (reference section **4.3**). Failure to identify objections at the Offer stage may preclude Offerors from raising these objections in the course of any future negotiations.

ANNEX A – Proposed Contract

Specific Terms and Conditions of the Standing Offer

STANDING OFFER NO. _____

This Standing Offer is between _____ (“Service Provider”) and Canada’s International Development Research Centre, 150 Kent Street, PO Box 8500, Ottawa, ON, K1G 3H9 (“IDRC” or “the Centre”).

The parties agree as follows:

1. Terms of Reference and Schedule

1.1 Summary

1.2 Scope

1.3 Schedule

1.4 Standing Offer Resources

The following individuals are the main contacts for this Standing Offer:

IDRC will be represented by:

Service Provider will be represented by:

It is understood that the Service Provider will assign performance of all work under this Standing Offer to _____. Written authorization from IDRC’s Project Authority must be obtained in advance for any substitution of personnel. The Service Provider must ensure that its employees, subcontractors and assignees alike are subject to the terms and conditions of this Standing Offer, which shall take precedence over any other terms and conditions that may exist between the Service Provider and those persons.

1.5 Service Location

1.6 Service Engagement Process / Call-Up Procedure

2. Fees

In consideration of these Services, IDRC will pay the Service Provider as per the table below where firm all-inclusive rates are in Canadian Dollars (CAD) and where rates do not include the Canadian HST 13% tax which is extra:

3. Travel and Travel Expenses

No travel expenses will be reimbursed as part of this Standing Offer.

4. Invoices

4.1 Invoice Schedule

The Service Provider shall submit its invoice for a Call-Up against the Standing Offer upon completion of the Services for that Call-Up.

4.2 Invoice Submission Instructions

Invoices must be sent electronically to: ap-cc@idrc.ca , attention: Accounts Payable

Invoices must be set out as follows:

IDRC's Call-Up against the Standing Offer number;

Invoice number;

Invoice Date;

Fees - detailed description including at a minimum the IDRC position title (e.g. Program Officer), the name of the media (e.g. The Economist), and the ad dates (e.g. May 25-June 24 2018); rate; and quantity);

HST (Harmonized Sales Tax), as applicable – Service Providers not registered for Canadian tax purposes must itemize the taxes they paid and are charging back to IDRC;

Canadian GST/HST registration number, if applicable; and

Currency.

5. PAYMENTS

5.1 Payment Inquiries

Payment inquiries should be sent electronically to: ap-cc@idrc.ca , attention Accounts Payable

5.2 Payment Method

All payments related to this Standing Offer will be made based on information provided by the Service Provider in the Supplier, Tax and Bank Information form, which will form part of the Standing Offer and should be supplied from time to time to IDRC for updates to the information.

5.3 Advance Payments

IDRC will make no advance on fees.

5.4 Conditions Precedent for Payment

The following sets out the conditions precedent that the Service Provider must comply with to ensure payment for Services and Deliverables pursuant to this Standing Offer:

Completion and delivery of the information requested in the Supplier, Tax and Bank Information form.

Satisfactory performance of Services and satisfactory completion of Deliverables.

Proper completion of invoice(s) as set out in the Invoice section above.

IDRC will issue payment of fees, and travel expenses if applicable, according to IDRC's standard payment period of thirty (30) calendar days. The payment period is measured from the date IDRC receives the duly completed Supplier, Tax and Bank Information form, or the date IDRC receives an acceptable invoice, or the date the Services and Deliverables are performed and delivered in acceptable condition as required in the Standing Offer, whichever is latest. If the content of the invoice or the requisite form is incomplete, if the Services have not been performed in accordance with this Standing Offer, or the Deliverables are not accepted by IDRC, the Service Provider will be notified and the payment period will be deferred until all deficiencies have been rectified to IDRC's satisfaction.

IDRC will reimburse the Service Provider for any applicable GST or HST, only if the fees and travel expenses on which taxes are claimed are net of any input tax credit the Service Provider is entitled to claim from Canada Revenue Agency.

IDRC will not pay more than one (1) day of fees per 24-hour period. IDRC will not pay any fee (nor any travel expenses if applicable) incurred after the Termination Date of the Standing Offer.

Following the Termination Date, and payment of the final invoices, all taxes due and owing in relation to the provision of Services pursuant to this Standing Offer are deemed to have been paid by IDRC. The Service Provider will be liable for any tax claims, debts, actions or demands in relation to the Services provided pursuant to this Standing Offer (hereinafter referred to as "Tax Claims") and the Service Provider shall indemnify and hold IDRC harmless against said Tax Claims.

6. Special Standing Offer Conditions

7. Standing Offer Documents

The Specific Terms and Conditions of the Standing Offer, Attachment A- General Terms and Conditions of the Standing Offer, and Attachment B- Service Provider's Proposal constitute the entire Standing Offer between the parties.

The Standing Offer documents are complementary and what is called for in any one shall be binding as if called for by all. The Standing Offer documents shall be interpreted as a whole and the intent of the whole rather than the interpretation of any particular part shall govern. In the event of a conflict between them, the Standing Offer documents shall have precedence among themselves in the order as listed above.

8. Standing Offer Acceptance and Signatures

By signing this Standing Offer, each party accepts the contents of the Standing Offer.

This Standing Offer will become effective when all the parties have signed it. The date this Standing Offer is signed by the last party to sign (as indicated by the date associated with the party's signature) will be deemed the date of this Standing Offer.

SERVICE PROVIDER

IDRC

By: _____
Signed

By: _____
Signed

Printed Name

Printed Name

Title

Title

Date

Date

Attach:

- Attachment A – General Terms and Conditions of the Standing Offer
- Attachment B – Service Provider's Proposal

ATTACHMENT A - General Terms and Conditions of the Standing Offer

A1. DEFINITIONS

For the purposes of this Standing Offer:

“Call-Up against the Standing Offer” or *“Call-Up”* means the order for the Services described in this document.

“Commencement Date” shall mean the date on which the Services are to commence.

“Confidential Information” shall mean any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, source codes, and formulae related to the current, future, and proposed products and services of IDRC, and includes, without limitation, IDRC’s information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, and marketing plans and information.

“Day” means seven and a half hours (7.5) hours, unless otherwise specified in the Standing Offer, and exclusive of meal breaks, with no provision for annual leave, statutory holidays and sick leave.

“Deliverables” means the items to be written, developed or prepared by the Service Provider pursuant to this Standing Offer, including, without limitation, all works of authorship, reports, recordings, information,

The Canada Revenue Agency (CRA) is responsible for the administration of the GST or HST and income tax regulations. The Service Provider must contact CRA to discuss questions, concerns or obtain current regulations especially with respect to refunds or credits. The main CRA website can be found at <http://www.cra-arc.gc.ca>.

Tax withholding of 15%: Notwithstanding anything to the contrary in this Standing Offer, IDRC will withhold 15% of fees and non-exempt travel expenses of non-resident Service Providers working in Canada unless they hold a Contract-specific waiver from the CRA. IDRC will transmit the funds withheld to CRA, in accordance documents, materials, or software, whether in hard copy or electronic form.

“Derivatives” shall mean: 1. any translation, abridgement, revision, or other form in which an existing work may be recast, transformed, or adapted; 2. for patentable or patented material, any improvement thereon; and, 3. for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent, and/or trade secret.

“IDRC” or *“the Centre”* means the International Development Research Centre.

“Service Provider” shall mean either the individual, institution, corporation or partnership retained pursuant to this Standing Offer, and its employees, directors, officers, partners, subcontractors and agents, as applicable, and any other representative for whom the Service Provider is responsible at law.

“*Services*” mean the services to be provided by the Service Provider in accordance with the Standing Offer, including the Deliverables as set out in the Standing Offer.

“*Standing Offer*” shall mean the Specific Terms and Conditions of the Standing Offer, including any and all attachments incorporated therein by reference. In the event of a conflict between the Specific Terms and Conditions versus the attachments, the Specific Terms and Conditions shall prevail.

“*Termination Date*” shall mean the earlier of (a) the date on which all Services and Deliverables have been performed and delivered; (b) the end date as specified in the Standing Offer; and (c) the date on which the Standing Offer terminates by operation of the Termination provisions contained in this Standing Offer.

A2. Time of Essence

Time shall be of the essence of every provision of this Standing Offer.

A3. Entire Agreement

This Standing Offer supersedes all previous Standing Offers and correspondence, oral or written, between IDRC and the Service Provider, pertaining to the subject matter of this Standing Offer, and represents the whole and entire understanding between the parties. No modification, variation or amendment of it shall be binding upon the parties unless it is in writing and signed by both parties.

A4. Non-exclusivity

This Standing Offer shall not grant the Service Provider exclusivity of supply. IDRC may perform services or develop items similar or identical to the Services or Deliverables, or obtain them from any third party.

A5. Warranty

The Service Provider covenants that it will provide its Services pursuant to this Standing Offer in a diligent and workmanlike manner, with regard to the best interests of IDRC, and warrants that its personnel possess the skill and experience necessary to the satisfactory performance of the Services.

A6. Taxes

IDRC is NOT exempt from Canadian sales tax (HST/GST), unless otherwise specified in the Standing Offer. with the income tax regulations of Canada. Such funds can be reclaimed by the Service Provider from the CRA or from their own governments as the case may be.

A7. Invoices

Invoice requirements are noted in the Invoices section of the Specific Terms and Conditions of the Standing Offer.

A8. Payments

Conditions precedent for payment are noted in the Payments section of the Specific Terms and Conditions of the Standing Offer.

A9. Termination

Termination for Cause: In addition to or in lieu of any other remedies that IDRC has in law or in equity, IDRC may terminate this Standing Offer immediately without notice in the event:

The Service Provider breaches any material term of this Standing Offer, and fails to remedy such breach within thirty (30) calendar days of receiving notice to do so by IDRC.

IDRC, in its sole discretion, determines that the Service Provider made a misrepresentation during the process of selection.

The Service Provider:

- i. ceases to carry on business,
- ii. commits an act of bankruptcy within the meaning of the Bankruptcy and Insolvency Act (*Bankruptcy and Insolvency Act, R.S., 1985, c. B-3*) or is deemed insolvent within the meaning of the Winding-up and Restructuring Act (*Winding-up and Restructuring Act, R.S., 1985, c. W-11*) or makes an assignment, against whom a receiving order has been made under the applicable bankruptcy legislation or in respect of whom a receiver, monitor, receiver-manager or the like is appointed, or
- iii. becomes insolvent or makes an application to a court for relief under the Companies' Creditors Arrangement Act, the Bankruptcy and Insolvency Act or the Winding Up and Restructuring Act (*Companies' Creditors Arrangement Act, R.S., c. C-25*) or comparable local legislation.

Termination without Cause: IDRC may at any time by notice in writing suspend the work of the Service Provider or any part thereof. This Standing Offer may be terminated in its entirety or in part by IDRC upon written notice. On such termination or suspension, the Service Provider shall have no claim for damages, compensation, or loss of profit against IDRC except payment for Services performed and Deliverables submitted up to the date of notice of such suspension or termination, or completed thereafter in accordance with the notice.

A10. Insurance

The Service Provider is responsible for taking out at its own expense any insurance deemed necessary while executing this Standing Offer.

If the Service Provider will be working on-site at IDRC, the Service Provider shall maintain during the term of this Standing Offer, Commercial General Liability insurance in the amount of not less than CAD 5,000,000.00 inclusive per occurrence, with IDRC named as "additional insured", unless otherwise specified in the Standing Offer.

Upon the request of IDRC, the Service Provider shall provide the insurer's certificate.

A11. Use of IDRC Property

Access to Information Systems and Electronic Communication Networks: During the course of this Standing Offer, the Service Provider may be provided with access to IDRC information systems and electronic communication networks. The Service Provider, on behalf of its/his/her employees, subcontractors and representatives, agrees to abide by IDRC policies concerning use of such information systems and networks. IDRC will provide the Service Provider with any such policies upon commencement of Services pursuant to this Standing Offer, or as such policies are put into effect, and the Service Provider will make such policies known to its personnel, and will take such steps as are necessary to ensure compliance with such policies.

Access to IDRC Premises: The parties agree that reasonable access to IDRC's premises by Service Provider's authorized personnel and which is necessary for the performance of the Services hereunder, in accordance with the terms of this Standing Offer, shall be permitted during normal business hours of IDRC. The Service

Provider agrees to observe all IDRC security requirements and measures in effect at IDRC's premises to which access is granted by this Standing Offer.

A12. Sub-Contractors, Successors and Assignees

The Service Provider is prohibited from entering into any sub-contract, designating any successor or assigning any rights under this Standing Offer without the express written consent of IDRC.

A13. Relationship with IDRC

Nothing in this Standing Offer shall be deemed in any way or for any purpose to constitute the parties hereto partners in the conduct of any business or otherwise. The Service Provider shall have no authority to assume or create any obligation whatsoever, expressed or implied, in the name of IDRC, or to bind IDRC in any manner whatsoever.

The Service Provider acknowledges and agrees that, in carrying out this Standing Offer, the Service Provider is acting as an independent contractor and not as an employee of IDRC. The Service Provider shall be responsible for all matters related to it or its employees, as the case may be, including but not limited to deducting or remitting income tax, Canada Pension Plan contributions, Employer Insurance contributions or any other similar deductions required to be made by law for employees. The Service Provider agrees to indemnify IDRC in respect of any such remittances which may be subsequently required by the relevant authorities, together with any related interest or penalties which IDRC may be required to pay.

A14. Confidentiality of Information

Non-Disclosure and Non-Use of Confidential Information: The Service Provider agrees that it will not, without authority, make use of, disseminate or in any way disclose any Confidential Information to any person, firm or business.

The Service Provider shall take all reasonable precautions at all times (and in any event, efforts that are no less than those used to protect its own confidential information) to protect Confidential Information from disclosure, unauthorized use, dissemination or publication, except as expressly authorized by this Standing Offer.

The Service Provider agrees that it, he, or she shall disclose Confidential Information only to those of its, his, or her employees or subcontractors who need to know such information and certifies that such employees or subcontractors have previously agreed, either as a condition to employment or service or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Standing Offer.

The Service Provider will immediately give notice to IDRC of any unauthorized use or disclosure of the Confidential Information. The Service Provider agrees to indemnify IDRC for all damages, costs, claims, actions and expenses (including court costs and reasonable legal fees) incurred by IDRC as a result of the Service Provider's failure to comply with its obligations under this section. The Service Provider further agrees to defend and participate in the defence of any claim or suit alleging that IDRC has a liability with regard to any unauthorized disclosure, provision or making available of any Confidential Information the Service Provider may have acquired from a third party.

Exclusions from Nondisclosure and Non-use Obligations: The Service Provider's obligations under the preceding subsection with respect to any portion of the Confidential Information shall terminate when the Service Provider can document that:

- it was in the public domain at or subsequent to the time it was communicated to the Service Provider by IDRC through no fault of the Service Provider;
- it was rightfully in the Service Provider's possession free of any obligation of confidence at or subsequent to the time it was communicated to Service Provider by IDRC; or
- it was developed by the Service Provider, its employees or agents independently of and without reference to any information communicated to the Service Provider by IDRC.

A disclosure of Confidential Information (1) in response to a valid order by a court or other governmental body, (2) otherwise required by law, or (3) necessary to establish the rights of either party under this Standing Offer, shall not be considered to be a breach of this Standing Offer or a waiver of confidentiality for other purposes; provided, however, that the Service Provider shall provide prompt written notice thereof to enable IDRC to seek a protective order or otherwise prevent such disclosure.

Ownership of Confidential Information and Other Materials: All Confidential Information and any Derivatives thereof, whether created by IDRC or the Service Provider, remain the property of IDRC and no license or other rights to Confidential Information is granted or hereby implied.

The Service Provider shall, on request, promptly return to IDRC all of its proprietary materials together with any copies thereof.

This section shall survive the termination of this Standing Offer.

A15. Assignment of Copyright and Waiver of Moral Rights

In consideration of the fees paid, the Service Provider, its employees, subcontractors, successors and assignees expressly agree to assign to IDRC any copyright arising from the Deliverables. The Service Provider hereby agrees to waive in favour of IDRC any moral rights in the Deliverables. The Service Provider shall secure any additional waivers of moral rights in the works in favour of IDRC, from personnel and subcontractors, as appropriate.

Furthermore, the Service Provider may not use, reproduce or otherwise disseminate or authorize others to use, reproduce or disseminate such Deliverables without the prior written consent of IDRC.

A16. Patent, Trade Mark, Trade Secret and Copyright Infringement

The Service Provider covenants that no Services or Deliverables to be provided to IDRC under this Standing Offer will infringe upon or violate the rights of any third parties, including such parties' intellectual property rights. Without limiting the generality of the foregoing, the Service Provider represents and warrants that no Services or Deliverables provided pursuant to this Standing Offer will infringe any existing patent, trade mark, trade secret or copyright registered or recognized in Canada or elsewhere, with respect to or in connection with the intended use of the Services or Deliverables by IDRC.

The Service Provider agrees to indemnify and hold IDRC harmless from and against any and all damages, costs, and expenses (including court costs and reasonable legal fees) incurred by IDRC as a result of the infringement

or alleged infringement of any third party intellectual property rights, and further agrees to defend and participate in the defence of any claim or suit alleging that IDRC has a liability in this regard.

This section will survive termination of the Standing Offer.

A17. Conflict of Interest

The Service Provider must avoid participating in activities or being in situations that place it, him, or her, in a real, potential or apparent conflict of interest that has the potential of influencing the Services and Deliverables being contemplated by this Standing Offer.

The Service Provider must not accept, directly or indirectly, for themselves or on behalf of any person or organization with whom they are in a close social, family or economic relationship, any gift, hospitality, or other benefit from any person, group, or organization having dealings with IDRC where such gift, hospitality, or other benefit could reasonably foreseeably influence the Service Provider in the exercise of its, his or her official duties and responsibilities pursuant to this Standing Offer.

A18. Compliance with Laws

In performing services under this Standing Offer, the Service Provider shall be responsible for complying with all legislation of the country (countries) in which it, he, or she must work (including but not limited to laws pertaining to immigration, taxation, customs, employment and foreign exchange control).

It is the individual's responsibility to comply with the travel visa regulations of any country visited or in transit.

The overhead (included in fees) and allowances paid under this Standing Offer include provision for complying with national legislation of the countries the Service Provider may visit (including Canada). IDRC will not entertain any claim for work visas, work permits, etc., or any other costs relating to compliance with the national legislation of any country in the world.

A19. Governing Law

This Standing Offer shall be governed and construed in accordance with the laws of the Province of Ontario, Canada. Where a dispute cannot be resolved by mutual agreement, the parties agree that any legal action or claim must be brought before the courts of the Province of Ontario, Canada, which will have exclusive jurisdiction over all such actions and claims.

A20. Severability

The provisions of this Standing Offer are severable and the invalidity or ineffectiveness of any part shall not affect or impair the validity and effectiveness of remaining parts or provisions of this Standing Offer.

A21. Waiver

Failure by a party to enforce any right or to exercise any election provided for in this Standing Offer shall not be considered a waiver of such right or election. The exercise of any right or election of this Standing Offer shall not preclude or prejudice a party from exercising that or any other right or election in future.

A22. Force Majeure

Neither party shall be in default by reason of its delay or failure to perform its obligations by reason of strikes, lockout or other labour disputes (whether or not involving the party's employees), floods, riots, fires, acts of war or terrorism, explosions, travel advisories or any other cause beyond the party's reasonable control. Each party will use its best efforts to anticipate such delays and failures, and to devise means to eliminate or minimize them.

A23. Notices

Any notices, requests, or demands or other communication relating to this Standing Offer shall be in writing and may be given by: 1. hand delivery, 2. commercial courier, 3. facsimile, 4. registered mail, postage prepaid, or, 5. electronic mail.

Any notice so sent shall be deemed received as follows: 1. if hand delivered, on delivery, 2. if by commercial courier, on delivery, 3. if by registered mail, three (3) business days after so mailing, or, 4. if by facsimile or electronic e-mail, on the date sent. The initial address and facsimile number for notice are set out in this Standing Offer and may be changed by notice hereunder.

A24. Review and Audit

The Service Provider agrees, if IDRC so requests at any time up to two (2) years following the Termination Date to:

submit a complete financial accounting of expenses, supported by original (or certified copies of) invoices, timesheets or other documents verifying the transactions (excluding any receipts which have been submitted at the time of invoicing as deemed necessary according to the terms of the Standing Offer);

give officers or representatives of IDRC reasonable access to all financial records relating to the Services and Deliverables to permit IDRC to audit the use of its funds. This shall include books of account, banking records and, in the case of individuals, credit card statements.

This section will survive termination of the Standing Offer.

A25. Language

The parties have requested that this Standing Offer and all notices or other communications relating thereto be drawn up in English. Les parties ont exigé que ce contrat ainsi que tous les avis et toutes autres communications qui lui sont relatifs soient rédigés en Anglais.

ANNEX B – Mandatory Requirements Checklist

INSTRUCTIONS:

As stated in **Section 3.2.1 Mandatory Requirements**, to qualify as an eligible Proponent, you must meet all the following requirements. Offers must be supported by proper and adequate detail where supporting evidence is required by a mandatory item. Those not meeting all of these mandatory requirements will be given no further consideration.

Mandatory Requirements in Response to the Statement of Work:

| # | Mandatory Requirements | Compliant (yes or no) | Response: (Indicate the relevant page number from your offer which address the issue) |
|------------|---|-----------------------|---|
| | | | |
| M1. | The offerors must identify which of the 4 Sections of the Statement of Work that they are offering to provide | | |
| M2. | The offerors must provide in accordance with the Basis of Payment format at Annex D maximum rates for all items listed in the Section for which services are offered. | | |
| M3. | The offerors shall include an up-to-date bio of <i>each proposed resource</i> . | | |
| M4. | The offeror must provide a company profile following the format in Annex E. | | |
| M5. | The offeror must indicate that they have no objections with the Terms and Conditions of the Resulting Contract Attachment A | | |

ANNEX C – STATEMENT OF WORK

SECTION 1- WRITING AND EDITING SERVICES

The consultant may be required to provide writing and editing services to support IDRC's communications and programs divisions where needs may include the following:

1. Work to be carried out at the consultant's facility.
2. The consultant must be capable of providing finished products in English. Product must be grammatically correct and free of typographical and spelling errors.
3. The consultant must abide by the policies, guidelines, style and conform to the format respective of IDRC. These standards if applicable can be provided by the project authority at the time of the call-up.
4. The consultant must be able to submit material/product to the project authority by the due date shown on each individual call-up.
5. The consultant must be able to provide a soft copy by email and a hard copy upon request.
6. The consultant must have the capabilities to provide writing and editing services, which may also include the following;
 - a) Proofreading
 - b) Research
 - c) Interviewing
 - d) Re-writes
 - e) Background review of materials and documents
 - f) Revisions and content editing
 - g) copyediting
7. Work may include but are limited to various communication products such as;
 - a) Feature articles
 - b) Project and awardee profiles
 - c) Briefing notes
 - d) Speeches
 - e) Proposals/submissions for awards
 - f) Project abstracts
 - g) Communication products
 - h) Content for online platforms and print
 - i) Brochures
 - j) Corporate repots
 - k) Multimedia scripts
 - l) Backgrounders
 - m) Media advisories/new releases
 - n) Concept development for advertising
 - o) Visual identity Program outputs/materials
 - p) Web Content
 - q) Policies, procedures and guidelines
 - r) Script writing
 - s) Country profiles

SECTION 2 – TRANSCRIPTION SERVICES

The consultant may be required to transcription services to support IDRC’s communications and programs divisions where needs may include the following:

1. Work to be carried out at the consultant’s facility.
2. The consultant must be capable of providing finished products in English.
3. The consultant must abide by the policies, guidelines, style and conform to the format respective of IDRC. These standards if applicable can be provided by the project authority at the time of the call-up.
4. The consultant must be able to submit material/product to the project authority by the due date shown on each individual call-up.
5. The consultant must be able to provide a soft copy by email in word format.
6. The consultant must have the capabilities to transcribe recordings of teleconference, interviews and other verbal exchanges.
7. The consultant will provide necessary related administrative services, such as audio clean-up and file conversion.

SECTION 3 –GRAPHIC DESIGN SERVICES

The consultant may be required to provide graphic design services to support IDRC’s communications and programs divisions where needs may include the following:

1. Work to be carried out at the consultant’s facility.
2. The consultant must be capable of providing finished products in English.
3. Must have the capability to produce finished products in French
4. The consultant must abide by the policies, guidelines, style and conform to the format respective of IDRC. These standards if applicable can be provided by the project authority at the time of the call-up.
5. The consultant must be able to submit material/product to the project authority by the due date shown on each individual call-up.
6. The consultant must be able to provide a soft copy by email and a hard copy upon request.
7. The consultant must have the design capabilities to deliver the following services;
 - a) Design services for print and web products
 - b) Web design
 - c) Page layout, formatting and production services
 - d) Creation of charts, diagrams and maps
 - e) Creative consultation/design direction
 - f) Preparation of mock ups
 - g) Illustration
 - h) Typesetting and layout in electronic format
 - i) Author alterations
 - j) Co-ordination of print materials
8. Work may include but are not limited to various communication products such as;
 - a) Feature articles
 - b) Project abstracts
 - c) Project branding
 - d) Content for online platforms and print
 - e) Brochures
 - f) Corporate reports

- g) Backgrounders
- h) Media advisories/news releases
- i) Concept development for advertising
- j) Visual identity Program outputs/materials
- k) Web Content
- l) Multimedia scripts

SECTION 4 – TRANSLATION REVISION AND PROOFREADING SERVICES

The consultant may respond to either or both language requirements, ensure to clearly state in which language(s) services are offered. The consultant may be required to provide translation, revision and proofreading services to support IDRC's communications and programs divisions where needs may include the following:

French

1. Work to be carried out at the consultant's facility.
2. The consultant must maintain their professional accreditation as a translator in either Ontario-ATIO or Quebec-OTTIAQ .
3. The consultant will conduct periodic quality reviews on a sample of completed English to French texts and provide a report on each text detailing the percentage of both minor and major errors. The text will not exceed 2,000 words and the assessment must be provided within three (3) business days from the time of submission to the consultant.
4. The consultant must provide details of the specific errors on a marked-up version (in track changes) of the text; and
5. The consultant must be available to discuss the quality issues and trends identified in the assessments as requested.
6. The consultant may be asked to proofread/edit translated publications, such as books or journals, to ensure accuracy of French translation. The resource will provide details if specific errors are identified and identify existence of minor and/or major errors.

Spanish

1. Work to be carried out at the consultant's facility.
2. The consultant will conduct periodic quality reviews on a sample of completed English to Spanish texts and provide a report on each text detailing the percentage of both minor and major errors. The text will not exceed 2,000 words and the assessment must be provided within three (3) business days from the time of submission to the consultant.
3. The consultant must provide details of the specific errors on a marked-up version (in track changes) of the text; and
4. The consultant must be available to discuss the quality issues and trends identified in the assessments as requested.
5. The consultant may be asked to proofread/edit translated publications, such as books or journals, to ensure accuracy of Spanish translation. The resource will provide details if specific errors are identified and identify existence of minor and/or major errors.

The assessment of the percentage of errors will be based on the following criteria:

A major error means:

- a) Omissions from the source document;
- b) Failure to render an essential element of the message;
- c) Gibberish, unacceptable structure, unjustified addition or omission, nonsense or serious misinterpretation denoting a definite lack of comprehension of the source language.
- d) Inconsistent use of IDRC terminology, or evident failure to consult the terminology database originally provided by IDRC and maintained by IDRC's service provider of translation services;
- e) The lack of lexical or terminological uniformity, when such uniformity is essential;
- f) The use of an incorrect name for a product or a program to which all or large part of the text is devoted;
- g) An error in a figure which constitutes an important element of the message; or
- h) A translation that is inappropriate to the subject matter or the reader (vocabulary, tone, style).

A minor error means:

- a) failure to render a secondary element or an unjustified addition of same;
- b) failure to use IDRC terminology, where the mention of an incorrect name for a product or a program is of secondary importance; or
- c) gallicism, anglicism, inaccuracy or grammatical error;
- d) syntax error, ambiguity, unnecessary repetition, convoluted structure, non-idiomatic structure, unacceptable loan translation;
- e) mistranslation of a single word;
- f) breach of spelling, punctuation error, or infringement of typographical conventions.

ANNEX D – BASIS OF PAYMENT

SECTION 1- WRITING AND EDITING SERVICES

The consultant will be paid its fees properly incurred for the performance of the work in accordance with the following rates.

| Service | Hourly Rate | Daily Rate (if applicable) | Urgent Rate |
|---------------------|-------------|----------------------------|-------------|
| Writing and Editing | | | |
| Project Abstracts | | | |
| | | | |

SECTION 2 – TRANSCRIPTION SERVICES

The consultant will be paid its fees properly incurred for the performance of the work in accordance with the following rates.

| Service | Hourly Rate |
|----------------------------------|-------------|
| English audio transcription | |
| Bilingual & French transcription | |
| Rush Transcription | |
| Audio Conversions | |
| Audio Clean-up | |
| | |
| | |

SECTION 3 – DESIGN AND GRAPHIC DESIGN SERVICES

The consultant will be paid its fees properly incurred for the performance of the work in accordance with the following rates.

| Service | Hourly Rate |
|---|-------------|
| Design Services both print and web | |
| Consulting services on web design | |
| Graphic design | |
| Author Alterations | |
| Project Management | |
| Creative consultation | |
| | |
| | |
| | |
| Printing produced material the consultant will provide the project authority with an estimate to produce printed products as per the project requirements | |

SECTION 4 – TRANSLATION AND REVISION SERVICES

The consultant will be paid its fees properly incurred for the performance of the work in accordance with the following rates.

| Service | Hourly Rate |
|-----------------------|-------------|
| Translation Services | |
| Revision Services | |
| Proofreading Services | |
| | |

ANNEX E – COMPANY PROFILE

| Company Profile- General Information | |
|--|--|
| COMPANY NAME: | CONTACT: |
| TELEPHONE NO: | EMAIL: |
| ADDRESS: | SERVICES OFFERED: <input type="checkbox"/> WRITING AND EDITING SERVICES <input type="checkbox"/> TRANSCRIPTION SERVICES <input type="checkbox"/> DESIGN AND GRAPHIC DESIGN SERVICES <input type="checkbox"/> TRANSLATION AND REVISION SERVICES |
| NUMBER OF YEARS IN BUSINESS: | NUMBER OF EMPLOYEES: |
| LANGUAGES FOR WHICH SERVICES ARE OFFERED: <input type="checkbox"/> ENGLISH <input type="checkbox"/> FRENCH <input type="checkbox"/> Spanish <input type="checkbox"/> Other Languages | |
| OFFER IS VALID FOR 90 DAYS: | AVAILABLE TO UNDERTAKE THE WORK: |
| Provide any details with experience in international development initiatives and/or organizations: | |
| NOTES: | |
| | |

