

Innovation, Science and Economic Development Canada Agence fédérale de développement économique pour le Sud de l'Ontario

Innovation, Sciences et Développement économique Canada

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving
Federal Economic Development Agency
for Southern Ontario
ATTN: Procurement Department
101-139 Northfield Drive West
Waterloo, ON
N2L 5A6

Email: fdo.procurementservices-approvisionnement.fdo@canada.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Federal Economic Development Agency for Southern Ontario

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

Proposition aux: Federal Economic Development Agency for Southern Ontario

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

Comments - Commentaires

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution Federal Economic Development Agency for Southern Ontario 101-139 Northfield Drive West Waterloo, ON N2L 5A6

Title – Sujet				
Translation and Comparative Revis	sion Services			
Solicitation No N° de l'invitatio				
FedDev-20190612/001				
Client Reference No N° de référence du	ı client	Date		
PW-19-00879276 GETS Reference No N° de référence de	SEAC	2019-06-21		
GETS Reference No N de reference de	SEAG			
File No N° de dossier 001	CCC No./N° CCC - F	MS No./N° VME		
Solicitation Closes - L'invitati	on prend fin	Time Zone		
at - à 02:00 PM	•	Fuseau horaire Eastern Daylight		
on - le 2019-07-15		Saving		
011 10 2010 07 10		Time EDT		
F.O.B F.A.B.		•		
Plant-Usine: Destination: ✓	Other-Autre:			
Address Enquiries to: - Adresser toutes questions à: Dianna Pietsch				
Address Enquiries to: - Adresser toutes	questions à: Dianna	Pietsch		
Address Enquiries to: - Adresser toutes Email -fdo.procurementservices-ap				
Email -fdo.procurementservices-ap Telephone No N° de téléphone				
Email -fdo.procurementservices-ap Telephone No N° de téléphone 519-500-5937	provisionnement.f	do@canada.ca		
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Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée
See Herein

Delivery Offered - Livraison propose

Vendor/ Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur

Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)

Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature Date



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6
 Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

1.2 Summary

The Federal Economic Development Agency for Southern Ontario (FedDev Ontario) is seeking to establish up to two (2) contracts for Translation and Comparative Services, as defined in Annex "A", Statement of Work, and to be provided under the Contracts, on an "as and when requested" basis only, from contract award to March 31st, 2020 plus three (3) one year option periods.

The estimated aggregate value of this requirement is less than \$680,000 (including HST) over the initial contract period plus the three (3) one-year option periods.

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.5 Canadian Content

The requirement is limited to Canadian services.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-

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.

2.2 Submission of Bids

Bids must be submitted only to Federal Economic Development Agency for Southern Ontario (FedDev Ontario) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

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

2.3 Former Public Servant

a. Information Required

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 FPS, 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.

b. 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 *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation*

Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the

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Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

c. 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 FPS 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.

d. 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.

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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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

• If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

Section IV: Additional Information

• If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

 If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided.

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 hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green
Procurement (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

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1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

 use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or simply reusing the same wording as the RFP, will not be considered "demonstrated" for the purposes of this evaluation. The Bidder should provide complete details as to where, when, month and year, and how, through which activities / responsibilities, the stated qualifications / experience were obtained. Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are advised that experience listed for a project in which the timeframe overlaps that of another referenced project will only be counted once.

Bidders are also advised that the experience is as of the closing date of the RFP.

Refer to Attachment 1 to Part 4.

Section II: Financial Bid

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

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "X" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "X" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

Section III: Certifications

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

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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 and financial 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

See Annex "E", Evaluation Criteria and Basis of Selection

4.1.1.2 Point Rated Technical Criteria

See Annex "E", Evaluation Criteria and Basis of Selection

4.1.2 Financial Evaluation

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

See Annex "C", BASIS OF PAYMENT

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive.

- **4.2.1** Highest Combined Rating of Technical Merit (70%) and Price (30%).
- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory criteria;
 - c. obtain the required pass mark points specified for each criterion for the technical evaluation criteria which are subject to point rating.
 - d. obtain the required minimum of 66 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
- 2. Bids not meeting (a) or (b) or (c) and (d) 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 70% for the technical merit and 30% 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 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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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.

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 declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.

5.1.2.1.1 SACC Manual clause A3050T (2018-12-06) Canadian Content Definition

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 provided will render the bid non-responsive.

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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.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.

5.2.3.1.1 SACC Manual clause A3050T (2018-12-06) Canadian Content Definition

5.2.3.2 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting

Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

5.2.3.4 Education and Experience

5.2.3.4.1 SACC Manual clause <u>A3010T</u> (2010-08-16-08-16) Education and Experience

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

6.2 Statement of Work

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

6.3 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.

6.3.1 General Conditions

<u>2010C</u> (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

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

6.4.2 Option to Extend the Contract

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

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Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Dianna Pietsch

Title: Senior Procurement Officer

Federal Economic Development Agency for Southern Ontario

Address: 101-139 Northfield Drive West Waterloo, ON N2L 5A6

Telephone: 519-500-5937

E-mail address: Dianna.pietsch@canada.ca

The Project Authority for the Contract is:

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.

6.5.2 Project Authority

Name: _____

le:
ganization:
dress:
lephone:
csimile:
mail address:
e Project Authority is the representative of the department or agency for whom the Work is being rried out under the Contract and is responsible for all matters concerning the technical content of the ork under the Contract. Technical matters may be discussed with the Project Authority; however, the
oject 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.

6.5.3 Contractor's Representative

Name:			
Title:	_		
Organization:			
Address:			
Telephone:			
Facsimile:			
E-mail address:			

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6.6 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.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex____, to a limitation of expenditure of \$ ______. Custom duties are included and Applicable taxes are extra.

6.7.2.1. Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (to be inserted at Contract award). Customs duties are included, and HST is extra.

- **6.7.2.2.** 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 percent committed, or
 - b. four (4) 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.

6.7.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for the work performed during the month covered by the invoice 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 performed has been accepted by Canada.

6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

a. Direct Deposit (Domestic and International);

6.8 Invoicing Instructions

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

- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 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.

6.9.2 Canadian Content Certification

SACC Manual Clause A3060C (2008-05-12) Canadian Content Certification

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (insert the name at contract award).

6.11 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
- (c) the general conditions 2010C (2018-06-21);
- (d) Annex X, Statement of Work;
- (e) Annex X, Security Requirements Check List
- (f) the Contractor's bid dated

6.12 SACC Manual Clauses

A7017C (2008-05-12) Replacement of Specific Individuals

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ANNEX "A"

STATEMENT OF WORK

1.0 PURPOSE

The Federal Economic Development Agency for Southern Ontario (FedDev Ontario/the Agency) seeks to award up to two (2) contracts to two separate and distinct firms to do translating and comparative revision services to support English to French translation requirements of the Agency. These services will be on an as-and-when-requested basis and must be aligned with the FedDev Ontario French Style Guide and lexicon and Termium.

2.0 TITLE OF PROJECT

Translation and Comparative Revision Services

3.0 BACKGROUND

The FedDev Ontario Communications Branch, Corporation and Digital Communications (CDC), is responsible for coordinating all translation requests for the Agency and ensuring adherence to the Official Languages Act of the Government of Canada. All written communications in the Agency must be produced in both French and English, and the Communications Branch requires the services of translation and comparative revisions to ensure that all communications are of the highest quality.

4.0 PROJECT OBJECTIVES/REQUIREMENTS

The work to be delivered under this Contract involves the provision of French translation and comparative revision services on an as-and-when-requested basis.

Objectives:

The Contractor must:

- Ensure an advanced level of quality and uniformity of terminology in the language, grammar, spelling, and vocabulary of all French communication products used by the Agency;
- Ensure a turnaround time of no more than 24 hours on all documents requiring immediate and urgent attention, unless otherwise agreed upon with the Agency; and
- Provide advice for questions relating to translated documents.

Requirements:

The Contractor must provide French translation and comparative revision services to the CDC unit. The complexity of work may vary with each specific project. The Contractor must be available during normal business hours.

5.0 SCOPE OF WORK

The Contractor must:

- provide English to French translation services and comparative revision services for FedDev Ontario
- maintain an active and reliable email service to ensure timely reception of source materials and reference materials from CDC
- consult reference materials provided by CDC (e.g. lexicon), when available, and other relevant reference materials available from other sources

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consult with CDC to clarify content as required in the context of the requested services

- produce translations of an advanced quality from English to French
- complete thorough comparative revisions to ensure product quality and consistency
- follow the specified format, content, style, level of language, terminology and other relevant document specifications detailed by CDC
- maintain a strict standard of quality control and provide services in accordance with best industry practices
- follow recommendations for common terminology as found in the French Style Guide for FedDev Ontario

The nature of the texts may vary in length, degree of complexity and in requested deadlines. Non-technical types of documents include minutes, presentations, bulletins, newsletters, blogs, tweets, reports, memorandums, summaries on operations, articles, speaking and briefing notes, training material, and other administrative documents. Technical documents may include such things as technical training materials, technical reports, and presentations.

Documents are most often less than 1,000 words in length, but may occasionally surpass 1,000 words. Most are written in an administrative or reporting style, and may contain terminology and expressions unique to FedDev Ontario.

The Contractor must possess the following skills and abilities:

- 1. Speak, read and write French at an advanced level.
- 2. Knowledge of grammar, spelling, punctuation, syntax, language usage, and style in French.
- 3. Ability to work under pressure and meet deadlines without a loss of efficiency or effectiveness.
- 4. Knowledge of on-screen and textual editing of documents.
- 5. Availability between the hours of 9 a.m. and 5 p.m. Eastern Time, in order to collaborate with the CDC team.

6.0 DELIVERABLES AND TIMELINES

6.1 Deliverables:

The Contractor must submit the following deliverables to CDC within established time frames.

Language and Quality Standard:

The Contractor must be fully bilingual in English and French, and have mastery of grammar, usage, the principles of composition and style conventions in common use within the federal government.

The Contractor must:

- Ensure an advanced level of accuracy, quality, style, uniformity and Agency titles and terminology is maintained in the language, grammar, spelling, and vocabulary of all work;
- Complete the work to the satisfaction of CDC and in accordance with the instructions provided;
- Have a quality control system in place;
- Follow the format, font and layout as the original text, and complete with the same software (Word, Excel, PowerPoint, Publisher);
- Ensure the returned work is ready for use (i.e. free of comments, questions and/or notes) upon delivery to CDC;
- Ensure all documents requiring immediate and urgent attention are turned around within 24 hours, or within a timeframe as agreed upon between the Contractor and CDC;
- Complete work between the hours of 9:00 a.m. and 5:00 p.m., Eastern Standard Time (EST) or Eastern Daylight Time (EDT), Monday through Friday, excluding statutory holidays.

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Equipment and Supplies:

The Contractor must supply all of the tools, equipment, hardware, supplies, software and services required to carry out the work. The Contractor must have access to a reliable email service.

The texts to be translated and/or revised will normally be sent by the CDC Translation Coordinator (fdo.translation-traduction.fdo@canada.ca) to the Contractor and the completed work returned to the originating email. In the case of unforeseen interruption of electronic means, the CDC Translation Coordinator may seek alternate means of pickup and delivery to the Contractor. The email sent with the work will contain all of the relevant details for processing the work. Work can also be sent directly from the CDC Manager, if circumstances require (e.g. confidential or after hours).

6.2 Timelines

The Contractor must acknowledge receipt of any work sent from 9:00 a.m. to 5:00 p.m., as appropriate, by email to CDC within one hour of receiving the work. In the case of work received by the Contractor after 5:00 p.m. EST or EDT, as appropriate, the Contractor must acknowledge receipt by 10:00 a.m. the following working day.

6.3 Period of Work

The Work is to be performed from award of contract to March 31, 2020.

7.0 MANAGEMENT OF THE PROJECT

The Contractor must be available for teleconference meetings with the CDC representative as the need arises.

Contractor Obligations

Upon becoming aware of a concern related to completing a deliverable or to an over expenditure, the Contractor must immediately inform the FedDev Ontario Project Authority and suggest options to respond to Agency concerns.

Any Contractor-related activities, such as the preparation of internal company reports, shall be conducted outside of the work hours during which services are provided to FedDev Ontario.

8.0 CONSTRAINTS

All meetings with employees are to be conducted during the employee's regular work hours and done via in-person meeting, video or teleconference when practical to do so.

All work must be done in accordance with the regulations, policies, and guidelines from Treasury Board Secretariat of Canada and Public Services and Procurement Canada, and FedDev Ontario's organization structure and resource complement.

9.0 CLIENT SUPPORT

CDC will provide all translation and comparative revision work requests electronically (via email). Should this process be interrupted due to unforeseen circumstances, other means of delivering work requests and completed documents will be arranged with the CDC representative.

10.0 TRAVEL

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There are no travel requirements for this Contract.

11.0 WORK LOCATION

The work will be performed at the Contractor's usual place of business.

12.0 SECURITY

The Contractor may be requested to sign a non-disclosure and confidentiality agreement in order to ensure confidentiality and protection of all information and intellectual property that is related to the project.

13.0 BASIS FOR OWNERSHIP OF INTELLECTUAL PROPERTY

Any IP transmitted or created in this contract will remain the property of the Government of Canada.

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ANNEX "B"

SECURITY REQUIREMENTS CHECK LIST

(insert if applicable)

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ANNEX "C" - FINANCIAL BID

BASIS OF PAYMENT

The prices herein are firm all-inclusive and all expenses incurred in providing the services, are to be included, and will not be permitted as direct charges under the contract.

Bidders must submit their financial bid in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

Pricing must be provided for all Firm and Optional Requirements.

In the case of error in the extension of prices, the unit price will govern.

** This rate applies whenever a request is due within 24 hours or when we need to translate more than 1800 words per business day.

	INITIAL CONTRACT PERIOD Contract Period – Date of Signature – 31 March, 2020		Regular Rate	Rush Rate
1a	Translation per word	Per word	\$	\$
1b	Updating, editing and revision	Per hour	\$	\$
1c	Optional – Urgent Requirements	Per hour	\$	\$
		Per word		
	TOTAL		\$	\$

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	OPTIONAL PERIOD 1 Contract Period –1 April, 2020 – 31 March, 2021		Regular Rate	Rush Rate
1a	Translation per word	Per word	\$	\$
1b	Updating, editing and revision	Per hour	\$	\$
1c	Optional – Urgent Requirements	Per hour	\$	\$
		Per word		
	TOTAL		\$	\$

	OPTIONAL PERIOD 2 Contract Period –1 April, 2021 – 31 March, 2022		Regular Rate	Rush Rate
1a	Translation per word	Per word	\$	\$
1b	Updating, editing and revision	Per hour	\$	\$
1c	Optional – Urgent Requirements	Per hour	\$	\$
		Per word		
	TOTAL		\$	\$

	OPTIONAL PERIOD 3 Contract Period –1 April, 2022– 31 March, 2023		Regular Rate	Rush Rate **
1a	Translation per word	Per word	\$	\$
1b	Updating, editing and revision	Per hour	\$	\$
1c	Optional – Urgent Requirements	Per hour	\$	\$
		Per word		
	TOTAL		\$	\$

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ANNEX "D" - ELECTRONIC PAYMENTS

PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder acce	pts any of the follow	ing Electronic Paym	ent Instrument(s):
()	Direct Deposit (Dom	nestic and Internation	nal):

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ANNEX "E" – EVALUATION CRITERIA AND BASIS OF SELECTION

ATTACHMENT 1 TO PART 4 TECHNICAL CRITERIA

1.0 Technical Evaluation

1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids, which fail to meet the mandatory technical criteria, will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Criteria (MT)

For the purpose of the mandatory technical criteria specified below, the experience of the Bidder, affiliates, employees and sub-contractors will be considered.

	The	Bidder		
No.	Mandatory Technical Criterion	MET	NOT MET	Cross Reference to Proposal
MT1	Experience			
	The Bidder must have experience providing Government of Canada translation and comparative revision services within the past three (3) years.			
MT2	References			
	For each Government of Canada department/agency for which translation and comparative revision services have been provided in the past three (3) years, the Bidder must provide a list of the department and the contact person and email address.			
МТ3	Financial Proposal			
	The financial proposal MUST be submitted as a separate document to the technical proposal (NO FINANCIAL INFORMATION FROM THE FINANCIAL PROPOSAL MAY APPEAR IN THE TECHNICAL PROPOSAL).			

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MT4	Certifications		
	Bidders MUST complete, sign & return the certification forms as indicated in Part 4, Certification Requirements, of this RFP.		

1.2 POINT RATED TECHNICAL CRITERIA

Bids, which meet all the mandatory technical criteria will be evaluated and scored as specified in the Table 1 inserted below. The following rating scheme (Table 1) will be used to evaluate the Point Rated Technical Criteria.

	TABLE 1
0	Information provided does not address the criteria. Bidder receives 0% for the available points for this element.
3	Information provided demonstrates some qualifications that are relevant to the stated criteria but does not demonstrate a full range of experience for all elements of the rated criteria. Bidder receives 30% of the available points for this element.
6	Information provided demonstrates experience and qualifications relevant to all of the elements of the rated criteria. Bidder receives 60% of the available points for this element.
8	Information provided clearly demonstrates the qualifications and a full range of experience and understating of all of the elements of the rated criteria. Bidder receives 80% of the available points for this element.
10	Rated criteria is dealt with in depth, information provided demonstrates a full range of in-depth experience, qualifications and understanding of all of the elements of the rate criteria. Bidder receives 100% of the available points for this element.

Number	Point Rated Technical Criteria	Max Points	Min Points	Cross Reference to Proposal [Supplier to Insert]
RT1	The Bidder's proposal should demonstrate the resource's work experience in English to French language translation and comparative revision; project elements such as quality reviews of French text for content accuracy, consistency, clarity, proper grammar, tone and style, and readability.	10	6	
RT2	The Bidder's proposal should demonstrate the resource's work experience of conducting French terminological research and preparing French terms reference database.	10	6	

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RT3	The Bidder's proposal should demonstrate the resource's work experience of providing advice to clients on English to French translation and comparative revision issues.	10	6	
RT4	The Bidder's proposal should demonstrate procedures proposed to maintain uninterrupted translation services including urgent work.	10	6	
RT5	The Bidder should demonstrate that it has a quality control plan in place for ensuring linguistic quality and consistent terminology. The Bidder's proposal should provide complete details, by referencing past translation projects, in demonstrating the quality control procedures that will be used to meet the requirement of the Statement of Work.	10	6	
RT6	The Bidders proposal should include a translation of the document in Annex E (Attachment 2 to Part 4). The translated document will be reviewed against the elements in RT1.	10	6	
RT7	Up to two of the Bidder's references will be contacted and requested to respond to the reference document in Annex E. The sum of the reference scores will be averaged to obtain the points.	10	6	
	Totals			

Note:

- Bidder **must meet all mandatory criteria first** and then attain a minimum score of 60% in each rated requirement above to be considered further.
- Bids which fail to obtain the required minimum number of points specified will be declared nonresponsive. Each point rated technical criterion should be addressed separately

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ATTACHMENT 2 TO PART 4 TECHNICAL CRITERIA

TRANSLATION SAMPLE FOR POINT-RATED EVALUATION (RT6)

News Release

For Immediate Release

FedDev Ontario Announces Support for Women-Led Tech Businesses Across Southern Ontario \$1.5 million allocated for the new Women in Technology program

January 14, 2019 Toronto, Ontario Federal Economic Development Agency for Southern Ontario (FedDev Ontario)

By supporting the development and growth of female-led businesses, the Government of Canada is fostering diversity and inclusion to create an economy that works for everyone.

Today, the Honourable John Smith, Minister of Innovation and Technology, announced a FedDev Ontario investment of \$1.5 million to create the Women in Technology program (WiTP). The program will support women-led technology start-ups with seed funding, training and mentoring to help accelerate the growth of their businesses.

Women-led businesses face unique challenges when it comes to starting and growing businesses, including barriers in accessing capital. This program will address these challenges, by providing the tools necessary to help our female entrepreneurs succeed. This program is expected to result in the creation of more than 200 jobs across the region.

Today's announcement complements the Government of Canada's first-ever <u>Women Entrepreneurship Strategy</u>, which will help women start and grow their businesses by improving access to financing, talent, networks and expertise.

Quote

"When women succeed, everyone succeeds. The full and equal participation of women in the economy is necessary for our country's economic growth and prosperity. Support provided through this program will directly help tech-savvy female entrepreneurs bring their innovative ideas to market."

- John Smith, Minister of Innovation and Technology

Quick Facts

- FedDev Ontario is now accepting applications for the program.
- Each company selected will receive a \$25,000 grant to be put towards training, mentoring and business services.
- Approximately 16% of small- and medium-sized enterprises are majority women-owned and only 10% of high-growth firms are owned by women.

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ATTACHMENT 3 TO PART 4 TECHNICAL CRITERIA

REFERENCE CHECK FOR POINT-RATED EVALUATION (RT7)

Quality of translations and comparative revisions, including but not limited to content accuracy and consistency, clarity, proper grammar, tone and style, and readability.

Unsatisfactory	Mediocre	Good	Very Good	Excellent
0 1	0 2	◎ 3	0 4	© 5

Ability to meet deadlines while maintaining quality of translation and comparative revision, including urgent requirements and availability for after-hours or weekend work if that service is offered.

Unsatisfactory	Mediocre	Good	Very Good	Excellent
0 1	O 2	◎ 3	O 4	◎ 5

Communication with client, including but not limited to confirmation of receipt of work requests, requests for clarification or additional information, updates on changes to timelines and notes or comments for the client on delivered product.

Unsatisfactory	Mediocre	Good	Very Good	Excellent
0 1	O 2	◎ 3	0 4	◎ 5

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ANNEX "F"

ATTACHMENT 1 TO PART 5 CERTIFICATIONS

1.0 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by FedDev Ontario during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

<u>Note to Bidders</u>: The following certification requirements apply to this Request for Proposal. Bidders are requested to complete these certifications by filling in the appropriate spaces below and to include them with their proposal. No contract will be awarded until all certifications have been dully signed.

1.1 ACCEPTANCE OF CONDITIONS

Signature
"We hereby offer to sell and/or supply to Canada, under the terms and conditions set out herein, the services listed herein."

1.2 VERIFICATION OF PERSONNEL

"We hereby certify that all the information provided in all attached curricula vitae, back-up(s) included, has been verified by us to be true and accurate. Furthermore, we hereby certify that, should we be awarded a contract and unless the FedDev Ontario Contracting Authority is notified in writing to the contrary, and is in agreement, the personnel offered in our proposal shall be available to perform the tasks described herein, as and when required by the Project Authority."

Signature	

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1.3 FORMER PUBLIC SERVANTS (FPS)

Bidders must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both.

For the purposes of this solicitation, a former public servant is defined as:

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

1.4 INTEGRITY PROVISION

- 1. Ineligibility and Suspension Policy (the "Policy"), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at *Ineligibility and Suspension Policy*.
- 2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Services and Procurement Canada (PSPC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PSPC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- 3. In addition to all other information required in the procurement process, the Supplier must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
 - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and

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convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at <u>Declaration form for procurement</u>.

- 4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
 - a. it has read and understands the *Ineligibility and Suspension Policy*;
 - it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PSPC that applies to it.
- 5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at Declaration form for procurement.
- 6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.
- 7. Provide a list of Board of Directors

First Name	Last Name	Position (if applicable)

$$\label{eq:solicitation} \begin{split} & \text{Solicitation No. - N}^{\circ} \text{ de l'invitation} \\ & FedDev-20190612/001 \\ & \text{Client Ref. No. - N}^{\circ} \text{ de réf. du client} \\ & FedDev-20190612/001 \end{split}$$

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Certification:	
department to confirm my eligibility to receive as part of the validation process, and the res	rstand that any information I submit in order for the e a contract may be shared and used by AAFC and /or PSPC sults of verification may be publicly disseminated. Moreover, I ormation could result in the cancellation of my bid as well as a
Name	
Signature	Date