



C A N A D A

REQUEST FOR PROPOSAL

Solicitation no. OP001-19-0100

Title of Project: Translation, Editing and Comparative Reading Services		
Office of the Commissioner of Official Languages (OCOL) 30 rue Victoria Street 6 th floor Gatineau (Quebec) K1A 0T8		Closing date: December 11, 2019 Closing time: 2:00 PM, EST
<u>Send proposals by email to the Contracting Authority</u> Jérôme Collette	Telephone No. 873 353-0350	E-mail : Jerome.collette@clo-ocol.gc.ca
Bidder's Name		
Bidder's Complete Address		
NAMES & TITLE OF THE PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT)		
Signature		Date

THE SIGNATURE INDICATES ACCEPTANCE OF THE TERMS AND CONDITIONS SET OUT HEREIN. NO MODIFICATION OR OTHER TERMS AND CONDITIONS INCLUDED IN THE BIDDER'S PROPOSAL WILL BE APPLICABLE TO THE RESULTING CONTRACT, NOTWITHSTANDING THE FACT THAT THE BIDDER'S PROPOSAL MAY BECOME PART OF THE RESULTING CONTRACT.

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL

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SECTION 1 - ARTICLES OF AGREEMENT – DESCRIPTION OF REQUIREMENT

1.1 GENERAL REQUIREMENT

The Office of the Commissioner of Official Languages (OCOL) has a requirement for the services of “translation, editing and comparative reading” to assist the Correspondence and Quality Control Unit. Services are to be provided on an as and when required basis in accordance with the Statement of Work at Appendix “A”.

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

1.2 PERIOD OF RESULTING STANDING OFFERS

The period for placing call-ups against any of the resulting Standing Offers shall be for a period of two (2) years from the contract award date.

No contractual agreement shall be deemed as binding until such time as a Call-up against a resulting Standing Offer is awarded to any of the successful Bidders.

OCOL does not guarantee any specific volume of work to be awarded to successful Bidders further to this Request for Standing Offers (RFSO).

1.3 OPTION TO EXTEND PERIOD OF STANDING OFFERS

The Office of the Commissioner reserves the option to extend the period of any resulting standing offer by one (1) additional period of three (3) years under the same terms and conditions. The Office of the Commissioner may exercise the option period at any time by providing written notice to the Bidders at least 30 calendar days prior to the termination of year of the standing offer(s).

The Bidder may accept or decline the option years by providing written notice to the Contracting Authority within fifteen (15) calendar days from receipt of the intent to exercise the option years.

1.4 IDENTIFIED USER

Only OCOL will be authorized to issue Call-ups against any of the resulting Standing Offers.

1.5 ALLOCATION OF CALL-UP(S) AGAINST THE STANDING OFFER

Call-ups against a Standing Offer will be allocated on an as and when required basis in accordance with Section 4 – General Provisions of Resulting Standing Offers and Call-ups, Article 4.5 – Call-up Procedures.

Due to the nature of the specific requirements, resources may be interviewed prior to assignment to a Call-up for services. All costs incurred in connection with interviews will be at the Bidder’s expense.

1.6 BASIS OF SELECTION

OCOL will issue Standing Offers in accordance with Appendix “B” – Evaluation Criteria and Selection Method.

1.7 RESULTING CALL-UP LIMITATIONS

Call-ups against a Standing Offer can be awarded without further competition for requirements not exceeding \$40,000.00 (inclusive of all fees, travel/admin costs, taxes and amendments).

Call-ups against a Standing Offer can be awarded competitively for requirements exceeding \$40,000.00 (inclusive of all fees, travel/admin costs, taxes and amendments) and up to \$100,000.00 (inclusive of all fees, travel/admin costs, taxes and amendments) by using one of the Rating Lists resulting from Appendix “B” – Evaluation Criteria and Selection Method and Appendix “C” – Financial Offer.

No contractual agreement shall be deemed as binding until such time as a Call-up against a resulting Standing Offer is awarded to any of the successful Bidders.

OCOL does not guarantee any specific volume of work to be awarded to successful Bidders further to this RFSO.

1.8 SUITABILITY OF SERVICES

All services rendered may be evaluated within a reasonable time from commencement of the Call-up against any resulting Standing Offer on the basis of quality and adherence to OCOL's schedule and standards. Personnel assigned must be capable of performing the work at a level of competence deemed acceptable by OCOL.

Should personnel be found unsuitable to perform the services, and upon written advice from OCOL through the Contracting Authority, the Bidder shall implement suitable corrective action within five (5) working days upon receiving written notice by the Contracting Authority. Any costs associated with individual replacement shall be to the Bidder's own account.

SECTION 2 - CONDITIONS, INSTRUCTIONS AND INFORMATION

2.1 OCOL CONTRACTING AUTHORITY

Any matters pertaining to this document **must** be sent by e-mail to OCOL's Contracting Authority:

Jérôme Collette
Manager, Procurement and Material Management
Office of the Commissioner of Official Languages
30 Victoria Street
6th Floor
Gatineau, Quebec
K1A 0T8
Tel: 873-353-0350
Email: jerome.collette@clo-ocol.gc.ca

This document is intended to provide Bidders with sufficient information to prepare Offers. It is the Bidders' responsibility to obtain any additional information from the OCOL Contracting Authority.

2.2 REQUEST FOR STANDING OFFERS CLOSING DATE AND TIME

Offers must be received no later than 2:00 PM (EST), December 11, 2019.

Offers (and any amendments thereto) received by email after the stipulated closing date and time indicated on page 1 of the RFSO will **not** be accepted.

The onus is strictly on the Bidder to guarantee the safe electronic transmission (email) of its bid prior to the stipulated closing date and time.

2.3 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

All instructions, clauses and conditions identified in the RFSO by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by Public Works and Government Services Canada (PWGSC). An electronic version of the guide is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

Notwithstanding that they have not been expressly stipulated in the RFSO, the standard instructions, clauses and conditions apply to this RFSO and each resulting Standing Offer and Call-ups against a Standing Offer, subject to any other express terms and conditions contained herein.

In presenting an Offer and receiving a Standing Offer, the Bidder signifies that it has read these instructions and accepts to be bound by them.

2.4 STANDARD INSTRUCTIONS – REQUEST FOR STANDING OFFERS – GOODS OR SERVICES NUMBER 2006 (2019-03-04)

The Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements – 2006 at the PWGSC website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual> apply to this Request for Proposal **subject to the following revisions:**

1. wherever “PWGSC” appears in the document revise to read: “OCOL”;
2. under “General Information”, **revise** paragraph one as follows:

“One method of supply used by OCOL is to arrange with suppliers to submit an offer to qualify for a Standing Offer to provide goods and services or both during a specified period. OCOL can then authorize its clients to make Call-ups against the Standing Offer(s) detailing the exact quantities of goods or level of services they wish to order at a particular time, during the effective period of the Standing Offer in accordance with the predetermined conditions.”
3. under “General Information”, **revise** paragraph two as follows:

delete: “The issuance by PWGSC of a Standing Offer and Call-up authority to successful suppliers and to departments and agencies authorized to make Call-ups does not...”

insert: “The issuance by OCOL of a Standing Offer to successful suppliers does not...”

delete: “Departments and agencies may make one or several Call-ups against a standing offer”

insert: “OCOL may make one or several Call-ups against a standing offer.”
4. at Item 4 of Article 05, “Submission of Offers”, relating to offer validity period, **delete** sixty (60) days and **insert** two hundred (200 days);
5. at Article 08, “Transmission by Facsimile or by epost Connect”, **delete** Items a, b and c and **insert** “Transmission of Offers by Facsimile or by epost Connect is not permitted under this RFSO”;
6. at Article 11, “Rights of Canada” **delete** in its entirety and replace with article 2.9 Rights of Canada of this RFSO.
7. at Article 20, “Further Information”, **delete** Item 2.

2.5 SACC MANUAL TERMS, CONDITIONS AND CLAUSES

The following terms, conditions and clauses set out hereunder by title, number and date (located in the PWGSC SACC Manual at site <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) shall form part of the Standing Offer and any Call-Up. Where reference is made to “Public Works and Government Services Canada (PWGSC)” in any of the terms, conditions and clauses, **revise** to read “Office of the Commissioner of Official Languages (OCOL)”;

wherever reference is made to “Minister”, **revise** to read “Commissioner”.

2.6 ENQUIRIES – SOLICITATION STAGE

All enquiries regarding this solicitation must be submitted **by e-mail** to OCOL’s Contracting Authority as defined in Article 2.1 herein.

To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all companies to which this solicitation has been sent via the PWGSC – Buy and Sell - Tenders system, any information with respect to significant enquiries received and the replies to such enquiries without revealing the source of the enquiries. Such enquiries must be received by email at least five (5) working days prior to the closing date.

All enquiries and other communication with government officials throughout the solicitation period are to be directed by email **ONLY** to the Contracting Authority named in this RFSO.

2.7 IMPROVEMENT TO THE REQUIREMENT DURING OFFER PERIOD

Should any Bidder consider that the Statement of Work for this RFSO can be improved the Bidder is invited to make suggestions, in writing, to the Contracting Authority. The Bidder must clearly outline the suggested improvement as well as the reason for the improvement while maintaining a competitive environment. OCOL reserves the right to accept or reject any or all suggestions.

2.8 VALIDITY OF OFFER

The Offer shall remain valid for acceptance by OCOL for a period of no less than two hundred days (200) days following the RFSO closing date. After the RFSO closing date, no amendments to the Offer will be accepted.

2.9 RIGHTS OF OCOL

OCOL reserves the right to:

- a. Seek clarification or verify any or all information provided by the Bidder with respect to this RFSO;
- b. Reject any or all offers received in response to this RFSO;
- c. Enter into negotiations with one or more Bidder on any or all aspects of its Offer;
- d. Accept any Offer in whole or in part without prior negotiation during the 200 days validity period;
- e. Cancel and/or re-issue this RFSO at any time;
- f. Discontinue the evaluation of any Offers which are determined, at any stage of the evaluation process, to be non-compliant;
- g. Issue one or more Standing Offers;
- h. Retain all Offers submitted in response to this RFSO;
- i. Award Call-ups against Standing Offers for follow-up work, if any, to any successful Bidder and in accordance with the terms of this agreement;
- j. Reject any offer deemed not representative of fair value to Canada;
- k. Authorize for utilization any offer in whole or in part without negotiations;
- l. If no responsive offers are received and the requirement is not substantially modified, reissue the RFSO by inviting only the offerors who submitted an offer to resubmit offers within a period designated by Canada;
- m. Reject any offer that could result in potential embarrassment to OCOL, such as where the past conduct of the proposed individual(s) is (are) incompatible, in the opinion of OCOL, with the subject matter of the work to be performed, as described in the statement of work; and
- n. Further to item m), terminate, if necessary, any resulting contract in which the work is performed by any individual who, in the opinion of OCOL, is incompetent or has been conducting himself/herself improperly.

2.10 INCURRING OF COST

Bidders will assume responsibility and costs related to responding to this RFSO. No costs incurred before receipt of a signed Call-up can be charged to any resulting Call-Up against a Standing Offer.

2.11 GOODS AND SERVICES TAX (GST) / HARMONIZED SALES TAX (HST) / QUÉBEC SALES TAX (QST)

All prices and amounts of money in the Standing Offers are exclusive of GST, HST and/or QST, as applicable, unless otherwise indicated. The Goods and Services Tax, Harmonized Sales Tax and/or Québec Sales Tax, whichever is applicable, is extra to the price herein and will be paid by OCOL.

The estimated GST, HST and/or QST are included in the total estimated cost. GST, HST and/or QST, to the extent possible, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST, HST and/or QST does not apply, are to be identified as such on all invoices. The Bidder agrees to remit to Canada Revenue Agency (CRA) any amounts of GST, HST and/or QST paid or due.

2.12 BIDDER - INFORMATION ON CAPABILITIES

During the Offer evaluation phase and upon OCOL's request, the Bidder will allow OCOL to conduct an evaluation, which may include but not be limited to, Bidder's legal status, facilities and technical, financial and managerial capabilities to fulfill the requirements stated in this RFSO. Any information requested by OCOL to conduct such evaluation must be provided within five (5) working days of receiving the request.

2.13 STANDING OFFERS ISSUANCE NOTIFICATION AND INQUIRES

Following the issuance of the Standing Offers for the requirement defined herein, all suppliers which submitted an Offer will be notified of the name of the successful Bidders. At the time of notification, unsuccessful Bidders will be sent a debriefing by email with respect to the evaluation of their Offer. Even if an opportunity for a debriefing is not formally offered, unsuccessful Bidders are invited to request such a debriefing. Should you have any comments or concerns regarding any aspect of this procurement process, or if you would like to arrange or request a debriefing, please contact the Standing Offer Authority.

Bidders should note that the recourses available with respect to this procurement include the right to file a complaint with the Office of the Procurement Ombudsman (OPO) and/or to file an action before the Federal Court.

The OPO was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,300.00 for goods and under \$101,100.00 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

2.14 APPLICABLE LAWS

Any resulting Call-up against a Standing Offer shall be interpreted and governed, and the relations between Parties determined, by the laws in force in Quebec.

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

SECTION 3: - PRESENTATION OF OFFERS

3.1 ELECTRONIC SUBMISSION OF OFFERS

Only offers submitted by electronic mail (by email) will be accepted.

3.2 SUBMISSION OF OFFERS

Offers must be received no later than **2:00 p.m., Eastern Standard Time (EST), on December 11, 2019**, at the e-mail address indicated on page 1 of the RFSO.

3.3 FORM AND CONTENT OF OFFERS

Bidders may submit an offer in the official language of their choosing (English or French).

Offers should be clear, concise, and include sufficient detail to allow effective evaluation and substantiation of the validity of the Bidder's response. Offers will be evaluated strictly against the Mandatory and Rated Requirements set out in Appendix "B" – Evaluation Criteria and Selection Method. The Offer should not simply re-phrase or re-state OCOL's requirements, but should clearly and concisely respond to each specific requirement. **Simply repeating the statement contained in the bid solicitation is not sufficient and will result in your proposal being non-compliant.** Points will not be awarded for generic or marketing material that does not specifically address OCOL's requirements, and Offers should not include such material in their Offer.

Offers shall demonstrate complete compliance with each element of the requirements as stated in this RFSO.

Bid Preparation Instructions

OCOL requests that Bidders provide their offers electronically (by email) in separate sections as follows:

- Section I - Technical Proposal
- Section II - Financial Proposal
- Section III - Certifications

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

Canada requests that bidders use a numbering system that corresponds to the bid solicitation and provide documents in Microsoft Word Format.

Section I: Technical Proposal

In their technical proposal, bidders must clearly state, for each resource proposed, the Stream that they are applying for and demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

Appendix "B" - Evaluation Criteria and Selection Method contains additional instructions that bidders should consider when preparing their technical proposal.

Section II: Financial Proposal

- 1.1 Bidders must submit their financial proposal in Canadian funds and in accordance with the pricing schedule detailed in Appendix “C” – Financial Offer. The total amount of Goods and Services Tax (GST), Harmonized Sales Tax (HST) or Québec Sales Tax (QST) is to be shown separately, as applicable.
- 1.2 Bidders must submit their rate(s), Canadian customs duties and excise taxes included, as applicable, and GST, HST or QST excluded.
- 1.3 When preparing their financial proposal, bidders should review Appendix “C” – Financial Offer;
- 1.4 Financial proposals must clearly identify the personnel proposed and the associated category for evaluation purposes only. Proposed rates must be in Canadian dollars;
- 1.5 The Bidder’s all-inclusive rates in response to this RFSO will apply to where the Work is to be performed in Canada as may be specified in the RFSO, Standing Offer(s) and the resulting Call-ups against a Standing Offer;
- 1.6 The Bidder’s all-inclusive rates in response to this RFSO must include all overhead, general and administrative costs and profit. Included are the following costs that may be incurred in providing the required services; office space, computer hardware and software, word processing, preparation of reports, photocopying, courier services, telephone services, local travel expenses and administration related to non-local travel expenses. “Local” as used here is defined as where the Work is to be performed in Canada as may be specified in the RFSO, Standing Offer(s) and the resulting Call-ups against a Standing Offer.
- 1.7 All-inclusive rates included in the pricing schedule detailed in Appendix “C” – Financial Offer exclude the total estimated cost of all travel and living expenses that may need to be incurred for Work described in Appendix “A” – Statement of Work, of the bid solicitation required to be performed outside the National Capital Region (NCR). The NCR is defined in the [National Capital Act](#), R.S.C. 1985, c. N-4, S.2.
- 1.8 Bidders should include the following information in their financial proposal:
 - Their legal name;
 - Their Procurement Business Number (PBN); and
 - The name of the contact person (including this person’s phone number and email address) authorized by the Bidder to enter into communications with OCOL with regard to their Offer and any contract that may result from their Offer.

Section III: Certifications

Bidders must submit the certifications required under Appendix “D” – Certifications.

3.4 MANDATORY CRITERIA

This RFSO contains specific mandatory criteria that you must fulfil in order that the Offer may be evaluated. These mandatory requirements are listed in Appendix “B” - Evaluation Criteria and Selection Method, or anywhere else the words such as “shall”, “will” and “must” are stipulated within this document. Failure to address and fulfil these mandatory requirements will result in your Offer being declared non-compliant.

3.5 RATED EVALUATION

In addition to the mandatory criteria stipulated within this RFSO, Offers will be further evaluated using the Technical and Testing rated criteria set out in Appendix “B” – Evaluation Criteria and Selection Method.

The Evaluation Team reserves the right, but is not obliged, to perform any of the following:

- a) seek clarifications or verify any information provided with the technical offers;
- b) contact any or all references supplied.

3.6 FINANCIAL OFFER

Appendix “C” – Financial Offer must be completed and submitted separately from the Technical Offer.

Prices contained in Appendix “C” – Financial Offer shall remain valid for the duration of the resulting standing offers – including the option year(s);

Prices must be in Canadian currency, FOB destination (Gatineau, Quebec, Canada), with Canadian customs duties and excise taxes as applicable included, and Goods and Services Tax (GST), Harmonized Sales Tax (HST) or Québec Sales Tax (QST) as applicable, excluded.

3.7 CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER

The Certifications detailed in Appendix “D” to this RFSO must be provided with the technical offer by the RFSO closing date. Failure to meet the requirement within the stated time frame will render the offer non-responsive. In order to be considered for Standing Offer award a Bidder whose offer is technically and financially responsive **MUST** complete and sign all Certifications detailed in Appendix “D” to this RFSO.

3.8 EVALUATION OF OFFERS

Offers will be evaluated in a four-phase process:

- Evaluation of the Mandatory Requirements;
- Evaluation of the Rated Requirements;
- Evaluation of the Testing Results;
- Evaluation of the Financial Offer.

SECTION 4 - GENERAL PROVISIONS OF RESULTING STANDING OFFERS AND CALL-UPS

The following terms and conditions will form part of the Standing Offers and any resulting Call-ups against a Standing Offer:

4.1 PRIORITY OF DOCUMENTS – STANDING OFFER AND CALL-UPS AGAINST A STANDING OFFER

The documents listed below form part of and are incorporated into any resulting Standing Offer and/or Call-up against a Standing Offer. If there is a discrepancy between the wording of one document and the wording of any other document that appears on the list, the wording of the document that first appears on the list shall prevail over the wording of any subsequent document on the list:

- These Articles of the Standing Offer;
- Any resulting Call-up document including any appendixes;
- General Conditions Services, 2035 (2018-06-21);
- Statement of Work, Appendix “A”
- Financial Offer (resulting basis of payment), Appendix “C”;
- Bidder’s Offer in response to this RFSO.

4.2 STANDING OFFER (CONTRACTING) AUTHORITY

The Standing Offer Authority named herein is responsible for the management of the Standing Offers and Call-ups against a Standing Offer. Any changes to the Standing Offers and Call-ups against a Standing Offer must be authorized in writing by the Contracting Authority. The Bidder is not to perform work in excess of or outside the scope of the Standing Offers and Call-ups against a Standing Offer based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

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Manager, Procurement and Material Management
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30 Victoria Street
6th Floor
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K1A 0T8
Tel: 819-420-4739
Email: Jerome.collette@clo-ocol.gc.ca

4.3 PROJECT AUTHORITIES

The Project Authorities are responsible for all matters concerning the technical nature of the work under the Standing Offers. The Project Authorities will be identified in any resulting call-up documents issued against the standing offers.

Any proposed changes to the scope of the Work are to be discussed with the Project Authorities, but any resulting changes can only be confirmed by a Standing Offer or Call-up against a Standing Offer amendment issued by the Standing Offer Authority.

4.4 STANDING OFFER PERIOD

- 4.4.1 The Standing Offer Agreements (SOA) will be in effect for a two (2) year period, commencing from the date of award.
- 4.4.2 OCOL reserves the option to extend the term of the SOAs by one (1) additional three (3) year period and under the same terms and conditions.

4.5 CALL-UP PROCEDURES

- Note:** The term “pre-approved resource(s)” means resource(s) who has met the requirements under Appendix “B” – Evaluation Criteria and Selection Method at the time of solicitation of this RFSO or when options under section 4.8 have been exercised.
- 4.5.1 The Supplier shall not commence the work until an authorized Call-up against a Standing Offer is issued and signed by the Standing Offer Authority. By accepting the Call-up against a Standing Offer, the Supplier agrees to conduct the work outlined within the time period stipulated in the Call-up against a Standing Offer.
- 4.5.2 OCOL will award Call-ups against a Standing Offer without further competition for requirements not exceeding \$40,000.00 (inclusive of all fees, travel/admin costs, taxes and amendments) on the basis of best value for the requirement which will be determined taking the following factors in consideration but not necessarily in the following order.
- a) Knowledge and expertise of the Bidder specific to the requirement;
 - b) Bidder’s capacity to perform and complete the work;
 - c) Bidder’s availability;
 - d) Quality of the Bidder’s work on previous OCOL assignments;
 - e) Absence of any conflict of interest;
 - f) Timeliness of the Bidder’s performance and submissions;
 - g) Specific requirement for services;
 - h) Official language(s) in which the Bidder is capable of performing the services;
 - i) Price; and
 - j) Other related factors.
- 4.5.3 OCOL will award Call-ups against a Standing Offer for requirements exceeding \$40,000.00 (inclusive of all fees, travel/admin costs, taxes and amendments) and up to \$100,000.00 (inclusive of all fees, travel/admin costs, taxes and amendments) competitively by using one of the Rated Lists resulting from Appendix “B” – Evaluation Criteria and Selection Method and Appendix “C” – Financial Offer.
- 4.5.4 The Supplier shall only provide the services of the pre-approved resource(s) named in their Proposal to perform the work, unless the Supplier is unable to do so for reasons beyond his/her control.
- 4.5.5 Under no circumstances shall the Supplier allow performance of the services by a replacement resource(s) who has not met the requirements under Appendix “B” – Evaluation Criteria and Selection Method at the time of solicitation of this RFSO or when options under section 4.8 have been exercised.
- 4.5.6 OCOL requires that effective and continuous service delivery be maintained throughout the duration of the Call-up against a Standing Offer. If the Supplier is to provide replacement resources, the Supplier warrants that it will provide the required support to ensure a smooth transition from one resource to another, at no cost to OCOL.
- 4.5.7 In any event that the Supplier is unable to provide the services of a pre-approved resource OCOL reserves the right to cancel the Call-up against a Standing Offer and issue a Call-up against a Standing Offer to another qualified Supplier.
- 4.5.8 OCOL reserves the right to require the Supplier to undertake resource replacements should Supplier resource(s) not meet (in OCOL’s exclusive opinion) OCOL’s expectations regarding knowledge, experience, skills and/or abilities.
- 4.5.9 Resource substitutions or replacements needed in order to meet the requirements of any given Call-up against a Standing Offer are the responsibility of the Supplier. Failure to provide suitable replacements may result in either the Call-up against a Standing Offer or the SOA being terminated by OCOL.

4.6 CALL-UP LIMITATIONS

- 4.6.1 Call-ups against a Standing Offer can be awarded without further competition using the call-up procedures under section 4.5.2 for requirements not exceeding \$40,000.00 (inclusive of all fees, travel/admin costs, taxes and amendments).
- 4.6.2 Call-ups against a Standing Offer can be awarded competitively for requirements exceeding \$25,000.00 (inclusive of all fees, travel/admin costs, taxes and amendments) and up to \$100,000.00 (inclusive of all fees, travel/admin costs, taxes and amendments) by using one of the Rating Lists resulting from Appendix “B” – Evaluation Criteria and Selection Method and Appendix “C” – Financial Offer.
- 4.6.3 OCOL reserves the right to use any of the Rated Lists resulting from Appendix “B” – Evaluation Criteria and Selection Method and Appendix “C” – Financial Offer to fill any requirements under this Standing Offer.

4.7 WORK SITE LOCATION

Unless otherwise specified all work must be performed at the Bidder’s premises.

4.8 OPTION TO REFRESH THE STANDING OFFER AGREEMENTS

- 4.8.1 OCOL reserves the right, at its sole discretion, to perform a Refreshment of the SOAs, at any time during any single year of the initial two (2) year period of the SOA, and/or extended option years of the SOAs. OCOL will not exercise this option to refresh more than twice within a single twelve (12) month period of the SOA and the exercised extended period. OCOL may exercise this option at any time should OCOL identify, in its exclusive determination, that either:
 - 4.8.1.1 **Refresh Option A** - an additional number of pre-qualified resources are required to be supplied by Suppliers qualified to SOAs, in order to fulfill OCOL’s requirements, based on the volume and/or complexity of OCOL’s requirements; and/or
 - 4.8.1.2 **Refresh Option B** - an additional number of qualified suppliers are required to fulfill OCOL’s requirements, based on the volume and complexity of OCOL’s requirements.
- 4.8.2 **Refresh Option A – Supplier Opportunity to update or add Additional Qualified Resources**

The opportunity to update or add resources to their list of pre-approved resources will be distributed in writing to all qualified Suppliers holding a valid SOA with OCOL, provided that the Supplier has not been determined by OCOL, at OCOL’s exclusive discretion, to be in non-compliance with OCOL’s Supplier Performance Policy (as described in Clause 4.9 Performance Standards and Quality Assurance). Qualified Suppliers shall have the opportunity to remove the names of redundant resources and submit the names and curriculum vitae (CV) of either an unspecified number, or a number to be specified by OCOL in the Refresh document, of resources capable of providing services to OCOL as described in Appendix “A” – Statement of Work. OCOL will evaluate each of the proposed resources named by the Supplier in Refresh Option A, against the mandatory and rated criteria stated under Appendix “B” – Evaluation Criteria and Selection Method. Proposed resources determined, at OCOL’s exclusive discretion, to have met or exceeded all of the requirements identified therein, will be added to the list of pre-approved resources under the Supplier’s established SOA.

4.8.3 Refresh Option B – Option to Qualify Additional Suppliers to SOAs

Refreshment of SOAs by OCOL under Refresh Option B will be posted on Buyandsell.gc.ca. Any refreshment exercised under this Option will be subject to the same terms, conditions, and qualification requirements as those used to establish any existing SOAs.

4.8.4 Option to Source Requirements outside of the Standing Offer

4.8.4.1 OCOL reserves the right to source requirements outside of the SOA, via any means (sole source, traditional, or electronic tendering), if and when the need arises. OCOL would exercise this option, if, for example, all Subject Matter Expert Resources qualified to SOAs are unavailable to provide services, or should the need arise for additional or specialized Subject Matter Expert Resources that are unable to be provided under existing SOA(s).

4.8.4.2 Notwithstanding the above, OCOL's goal is to offer work to all qualified Suppliers, if and when possible, while ensuring OCOL's requirements for qualified and specialized Subject Matter Expert Resources are met in a timely manner.

4.8.5 Option to Refresh the SOAs After the Initial Period and/or Extended Option Years of the SOAs

4.8.5.1 OCOL reserves the right, at its sole discretion, to perform a refreshment of the SOAs after the initial period and/or extended option years. Refreshment of SOAs by OCOL under this option will be posted on Buyandsell.gc.ca six (6) months before the expiry date of the SOAs. Qualified SOA holders will be asked to put forward their new rates for the extended period. New vendors wishing to qualify may do so at this moment. Any refreshment exercised under this Option will be subject to the same terms, conditions, and qualification requirements as those used to establish the existing SOAs.

4.9 PERFORMANCE STANDARDS AND QUALITY ASSURANCE

4.9.1 All reports, deliverables, documentation and services rendered under any Call-up against a Standing Offer are subject to the inspection and approval of the OCOL Project Authority or a designated representative.

4.9.2 Should any of the Supplier's services or deliverables not be to the satisfaction of the OCOL Project Authority, the OCOL Project Authority shall have the right to reject it or require correction before payment will be authorized to the Supplier by OCOL.

4.9.3 In the event that the Supplier fails to comply with the conditions of a Call-up against a Standing Offer, as identified in the OCOL Project Authority's review of the Supplier's work, OCOL reserves the right to terminate the Call-up against a Standing Offer and award a Call-up against a Standing Offer to another qualified Supplier in order to complete the work.

4.10 REPLACEMENT OF SPECIFIC PERSONNEL

In accordance with Standard Acquisition Clauses and Conditions (SACC), under section 8 of the 2035 (2018-06-21) General Conditions – Higher complexity -Services

4.10.1 If specific individuals are identified in the Call-up against a Standing Offer to perform the Work, the Bidder must provide the services of those individuals unless the Bidder is unable to do so for reasons beyond its control.

4.10.2. If the Bidder is unable to provide the services of any specific individual identified in the Call-up against a Standing Offer, it must provide a replacement with similar qualifications and experience. The replacement must be a pre-approved resource and be acceptable to OCOL. The Bidder must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement as required by the RFSO;
- (b) proof that the proposed replacement has the required security clearance identified by OCOL, if applicable; and
- (c) an email address for the replacement where testing under the Stream(s) can be sent for completion and evaluation, if required.

4.10.3 If it is necessary to replace a resource, the Bidder must give at least ten (10) working days' notice in writing to the Project Authority, but thirty (30) days would be preferable. The Bidder must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Bidder must immediately comply with the order and secure a further replacement in accordance with subsection 4.10.2. The fact that the Contracting Authority do not order that a replacement stop performing the Work does not relieve the Bidder from its responsibility to meet the requirements.

4.11 PERSONNEL SECURITY CLEARANCE

All resources proposed to provide services in response to Call-ups against a Standing Offer must have a valid **RELIABILITY** security clearance and it must be maintained for the duration of the Standing Offer period. It is the Bidder's responsibility to obtain the necessary clearances. Proof must be provided to OCOL upon request.

For the purposes of the RFSO, and cost and efficiency reasons, any reliability security clearance issues shall apply only to the Bidders that have successfully qualified themselves for actual standing offer awards.

4.12 METHOD OF PAYMENT

Payment for work completed under each Call-up against a Standing Offer issued shall be made not more frequently than once a month upon submission of an invoice acceptable to the Technical Authority specified herein. The invoice must define time in hours actually spent and activities actually performed for any authorized resources working on the project.

1. Payment by OCOL for the work shall be made in accordance with the Basis of Payment specified herein:
 - a) within thirty (30) days following the date on which the work has been performed; **OR**
 - b) within thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Standing Offer;

whichever date is later.

2. "Form of the invoice" means an invoice that contains or is accompanied by such substantiating documentation as OCOL requires.

Within fifteen (15) days of its receipt, OCOL shall notify the Bidder of any objection to the form of the invoice or the substantiating documentation. Failure by OCOL to act within fifteen (15) days will only result in the date specified in paragraph 4.12.1 to apply for the sole purpose of calculating interest on overdue accounts.

4.13 INVOICING INSTRUCTIONS

It is a condition, precedent to the obligation to pay any amount under contract resulting from a Call up against a Standing Offer, that the Bidder prepare and submit an invoice for charges incurred in accordance with the Basis of Payment for work performed during the period immediately preceding the date of the invoice.

An invoice must be submitted monthly during the term of the Call up against a Standing Offer. Payment will only be made upon receipt of a satisfactory invoice duly supported by specific release documents and other documents called for under the Call up against a Standing Offer. Invoices must be submitted on the Bidder's own invoice form and forwarded by e-mail to the Technical Authority

The Bidder shall indicate on its invoices:

- (a) the Call up against a Standing Offer number;
- (b) the date the invoice was submitted and the period covered by the invoice;
- (c) the name and address of the Bidder;
- (d) the number of hours or amount of words worked by the individual(s) named in the contract;
- (e) the hourly rate(s) and or rate per word;
- (f) the reference number provided by the Technical Authority for each deliverable in the period covered by the invoice; and
- (g) the amount of the invoice (with the GST/HST/QST as a separate item).

4.14 SUPPLEMENTAL INVOICING INSTRUCTIONS

1. Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c.1 (5th Supp.), payments made by OCOL to Bidders under applicable Standing Offers (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable OCOL to comply with this requirement, the Bidder must provide the following information with each invoice:
 - a. the legal name of the Bidder, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
 - b. the status of the Bidder, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
 - c. the business number of the Bidder if the Bidder is a corporation or a partnership and the SIN if the Bidder is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Standing Offer must provide its SIN;
 - d. in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.

4.15 CERTIFICATIONS - COMPLIANCE

Compliance with the Certifications provided by the Bidder is a condition of authorization of the Standing Offer and subject to verification by OCOL during the term of the Standing Offer and of any resulting Call-ups against a Standing Offer that would continue beyond the period of the Standing Offer. In the event that the Bidder does not comply with any certification or it is determined that any certification made by the Bidder in its offer is untrue, whether made knowingly or unknowingly, OCOL has the right to terminate any resulting contract for default and set aside the Standing Offer.

4.16 SITE REGULATIONS

The Bidder undertakes and agrees to comply with all standing orders and other regulations in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes, including fire.

APPENDIX “A” - STATEMENT OF WORK

A.1 TITLE

Translation and Editing Services

A.2 BACKGROUND

The mandate of the Office of the Commissioner of Official Languages (the Office of the Commissioner) is to ensure compliance with the *Official Languages Act* and promote the equality of the status and use of English and French in the federal administration and Canadian society. As such, the quality of its documents is reviewed in both official languages before dissemination to internal and external audiences.

The Office of the Commissioner’s Correspondence and Quality Control Unit is responsible for ensuring the language quality of the organization’s documents. However, at times, when there is a heavy workload and when its internal editors are absent from the office, additional resources are needed to help the Unit provide timely service. External service providers are therefore called on an as and when required basis; however, there is no minimum work guaranteed by week or by month.

A.3 OBJECTIVE

The Office of the Commissioner requires the services of a number of external suppliers to assist, on an as and when required basis, with the provision of editing, translation and comparative reading of translated texts to its clients. Suppliers may be asked to work on a variety of documents of varying lengths, including news releases, correspondence, reports and studies.

A.4 TASKS

Suppliers will be provided with a copy of the Office of the Commissioner’s internal style guide and any relevant template documents.

The Office of the Commissioner will select the appropriate work stream for a given project and approach the supplier by sending a request by e-mail for translation, editing services, comparative reading of translated texts and/or any combination of the 3 services. The request will include the work to be performed, the document(s) related to the request using a password-protected or encrypted file (if necessary, please see Section A11.1 – Security Requirements) and the proposed deadline. The supplier will acknowledge receipt of the request within one (1) hour of receipt.

All changes made during the editing or comparative reading of a document must be indicated using the track changes function in Word or be in red in PowerPoint and Excel documents.

Services required are as per the following two (2) Streams:

A.4.1 Work Stream A -English

A.4.1.1: Unilingual Editing in English

- review English text to correct grammar, spelling, usage and typography
- make basic stylistic improvements
- fix unclear or illogical sentences or paragraphs
- check the accuracy and consistency of terminology

A.4.1.2: Translation from French to English

- rewrite a text in another language, while respecting the meaning, tone, style and terminology used by the author and the grammar rules of the target language

A.4.1.3: Comparative Reading from French to English

- compare a translation with the original text to ensure consistency in content, terminology, tone and style

- correct the spelling, grammar and typography of the translated text only

A.4.2 Work Stream B - French

A.4.2.1: Unilingual Editing in French

- review French text to correct grammar, spelling, usage and typography
- make basic stylistic improvements
- fix unclear or illogical sentences or paragraphs
- check the accuracy and consistency of terminology

A.4.2.2: Translation from English to French

- rewrite a text in another language, while respecting the meaning, tone, style and terminology used by the author and the grammar rules of the target language

A.4.2.3: Comparative Reading from English to French

- compare a translation with the original text to ensure consistency in content, terminology, tone and style
- correct the spelling, grammar and typography of the translated text only

A.5 DELIVERABLES AND SCHEDULE

Suppliers will be required to submit edited or translated texts that respect the Office of the Commissioner’s internal usage and style, that are ready for publication and that meet the given deadlines.

All changes made during the editing of a document must be indicated using the track changes function in Word or be in red in PowerPoint and Excel documents.

Suppliers must ensure quality control, i.e.:

- Process all documents to be edited, translated or compared within the time frames indicated in the table below. Services include terminology research;
- Verify the consistency of large documents by limiting, as much as possible, the number of different resources for the same request and by performing an overall review of the entire document to ensure consistent quality;
- Ensure that work is standardized, terminologically consistent when using the services of more than one resource;
- Communicate any questions to the project manager regarding the use or content of documents that may arise during the performance of a task.

The following levels of service will be required for all two (2) streams:

Regular: Expected delivery within two (2) to four (4) days* of accepting the request

Rush: Expected delivery within less than one (1) day of accepting the request

- * The Office of the Commissioner recognizes that the size and complexity of the document may affect the time under these levels of services. When this is the case, the expected delivery time will be negotiated between the provider and the Project Authority.

A.6 SUPPLIER’S OBLIGATIONS

The management by the supplier for service delivery to the Office of the Commissioner in relation to the contract shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or Federal government regulations, policies and procedures as well as the codes and guidelines provided by the Canadian Translators and Interpreters Council (CTIC).

The supplier must provide the services of the resource(s) named in the contract to perform the work, unless the supplier is unable to do so for reasons beyond their control. All changes in the resources assigned to the contract will be communicated to the Office of the Commissioner as soon as possible.

The supplier shall ensure that all deployed personnel are properly trained to fulfil their responsibilities. In addition, the provider is required to ensure that all of their assigned personnel have a Reliability level security clearance and that they are operating at all times in accordance with all applicable legislation, regulations, codes and policies.

A.7 LIMITATIONS AND CONSTRAINTS

The supplier must be available and willing to work days, evenings and weekends as required, and to work under strict deadlines and deal with last-minute changes.

The normal hours of service for the Correspondence and Quality Control Unit are Monday to Friday, from 8:00 a.m. to 5:00 p.m., excluding statutory holidays. Any work that must be performed outside of this timeframe in order to meet a given deadline may be considered “urgent.”

The supplier must inform the Project Authority if they consider a request to be urgent within one (1) hour of receiving the request in question. The supplier must obtain confirmation from the Project Authority before processing the request.

During the term of the contract and after the conclusion of the contract, the supplier shall not release any written document or publicly express a personal opinion on the documents it comes in contact with, or the services provided under the terms of the contract, without the express written consent of the Office of the Commissioner. All products created as a result of the work carried out according to the terms and conditions of the contract are the property of the Office of the Commissioner.

A.8 OFFICIAL LANGUAGES

The work must be conducted in the language specified in each individual task (English or French).

Resources must have an advanced knowledge of English or French, or both, in order to carry out the work.

A person speaking at this level can:

- support opinions; and
- understand and express hypothetical and conditional ideas.

A person reading at this level can:

- understand most complex details, inferences and fine points of meaning; and
- have a good comprehension of specialized or less familiar material.

A person writing at this level can:

- write texts where ideas are developed and presented in a coherent manner.

A.9 WORK LOCATION

The work will be performed on the supplier’s premises.

A.10 TRAVEL

No travel will be required.

A.11 SECURITY REQUIREMENTS

A.11.1 Personnel Security Screening

Resources must hold a valid RELIABILITY status to perform the tasks.

A.11.2 IT Requirements for Receiving, Transmitting and Safeguarding Protected and Unclassified Electronic Documentation

A.11.2.1 Unclassified documents

Unclassified documents can be transmitted electronically. The supplier must provide a single e-mail address to which all unclassified documents orders can be sent electronically. Documents can be stored on the supplier's network using its regular standards.

A.11.2.2 "Protected A" and "Protected B" documents

To ensure the security of OCOL's protected information when it is exchanged with the supplier, as well as when it is in the supplier's possession, the following minimum IT security requirements must be met and maintained throughout the life of the SOA.

The supplier shall:

- ensure that the computing devices used to receive and work on OCOL's information meet the following minimum technical requirements:
 - o The operating system and any other pieces of software on the devices must be always kept up to date, patched and secure.
 - o An endpoint security suite (anti-virus/anti-malware at a minimum), such as Windows Defender, Norton Anti-Virus or McAfee Total Protection, must always be installed and kept up to date.
 - o When the device is left unattended while working on OCOL information, it must be locked to prevent access from unauthorized users and require authentication to access it to resume working.
- keep OCOL's information only on a secure USB flash drive loaned to the supplier by OCOL. This flash drive requires a PIN for unlocking and is encrypted to appropriate Government of Canada security standards. Under no circumstances shall OCOL's information be stored on any other device, including the local drives/storage of the device the flash drive is attached to;
- store OCOL's flash drive in a secure location (under lock and key) when not in use;
- provide a single e-mail address to which all protected documents can be sent electronically; and
- always use encryption to transmit OCOL information. This is best achieved by applying passwords to Microsoft Office documents before sending them by e-mail. The password for the document must not be transmitted in the same message as the document itself. All documents sent by OCOL to the supplier shall be encrypted with the same password.

The cost of sending and returning OCOL's flash drives will be paid by OCOL.

Any supplier that loses OCOL's USB flash drive will be responsible for replacing it with the same model, or one approved by OCOL, at the supplier's cost.

Since technology evolves rapidly, OCOL reserves the right to amend these IT security requirements at any point during the period of the contract, and the supplier shall comply with these new requirements. Failure to do so may result in contract termination.

The IT security provisions set out in this section may be the subject of an audit by OCOL to ensure compliance.

Should OCOL find that the supplier has not complied with these requirements, the contract may be immediately terminated.

The supplier is ultimately responsible for ensuring the safety of OCOL's information when it is in the supplier's possession or when the supplier is transmitting it. The supplier is free to take whatever IT security measures it sees fit, above and beyond these minimum requirements, to achieve this goal. If a loss of information occurs as a result of a security issue with the supplier's systems or actions, simply complying with these minimum requirements will not absolve the supplier of its responsibility.

A.12 PERIOD OF RESULTING STANDING OFFERS

The period for placing call-ups against any of the resulting standing offers shall be for a period of two (2) years from the contract award date.

No contractual agreement shall be deemed as binding until such time as a call-up against a resulting standing offer is awarded to any of the successful Bidders.

The Office of the Commissioner does not guarantee any specific volume of work to be awarded to successful Bidders further to this Request for Standing Offers.

A.13 OPTION TO EXTEND PERIOD OF STANDING OFFERS

The Office of the Commissioner reserves the option to extend the period of any resulting standing offer by one (1) additional period of three (3) years under the same terms and conditions. The Office of the Commissioner may exercise the option period at any time by providing written notice to the Bidders at least thirty (30) calendar days prior to the termination of year of the standing offer(s).

The Bidder may accept or decline the option years by providing written notice to the Contracting Authority within fifteen (15) calendar days from receipt of the intent to exercise the option years.

APPENDIX “B” - EVALUATION CRITERIA AND SELECTION METHOD (INSTRUCTIONS TO BIDDERS)

B.1 OFFER REQUIREMENTS

This section provides specific instructions on the format and content of the offer as well as general guidance for preparing it.

The offer must include all information required by the Request for Standing Offers and must be submitted in accordance with these instructions.

The offer should be clear and concise, and must include sufficient detail to allow effective evaluation and substantiation of the validity of statements. The bidder should not simply rephrase or restate the Office of the Commissioner’s requirements, but rather address specifically how the Bidder intends to meet these requirements. **Failure to do so will result in the offer being considered non-compliant.** Bidders shall assume that the Evaluation Team has no prior knowledge of their qualifications and experience, and will base its evaluation solely on the information presented in the offer.

B.2 GENERAL

Technical Offer Requirements are set out in Articles B.3 and B.4; financial offer requirements are set out in Appendix “C”; and Bidder selection is set out in article B.5.

Each resource proposed by the Bidder will be evaluated individually according to the mandatory technical criteria, point rated technical criteria, testing criteria and financial criteria.

B.3 MANDATORY TECHNICAL CRITERIA

The bidder must meet all the mandatory technical criteria specified below and provide all necessary documentation to support compliance with this requirement.

Offers that do not meet all mandatory technical criteria will be declared non-compliant and will not be eligible for subsequent steps in the evaluation process.

The bidder must provide full details to demonstrate how the proposed resource acquired the qualifications and experience. The bidder must also clearly refer to the pages of the curriculum vitae (CV) of the proposed resource that support the information provided in the offer.

The mandatory technical criteria must be clearly identified in the offer by their number (MC1, MC2 etc.).

The resource must meet the following mandatory criteria.

Number	Mandatory technical criteria	Cross reference to proposal [supplier to insert info]
MC1	For each resource proposed, provide a copy of certificate or diploma from a recognized postsecondary institution in translation or in any another related field	
MC2	Copy of CVs of the proposed resources demonstrating that they have acquired at least three (3) years of experience as an editor or a translator within the last five (5) years	
MC3	<p>1. All proposed resources must EACH hold a valid personnel security screening at the level of RELIABILITY, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). The Bidder must demonstrate that the resource has a current Reliability security clearance by providing:</p> <ul style="list-style-type: none">• Name of individual as it appears on security clearance application form• Level of security clearance obtained• Validity period of security clearance obtained	

	<ul style="list-style-type: none"> • Security Screening Certificate and Briefing Form file number <p>2. The Contractor/Offeror must, at all times during the performance of the Standing Offer hold a valid Designated Organization Screening (DOS), issued by the CISD/PWGSC) The Bidder must demonstrate that they hold a valid DOS by providing:</p> <ul style="list-style-type: none"> • Your acceptance letter issued by CISD. 	
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B.4 POINT RATED TECHNICAL CRITERIA

The point rated technical criteria contained herein will be used by the Office of the Commissioner to evaluate proposals that have met all the mandatory technical criteria. Bidders are advised to address these requirements in the following order and in sufficient depth in their offers to enable a thorough assessment. The Office of the Commissioner’s assessment will be based solely on the information contained within the proposal.

Only those proposed resources who meet and are compliant with **all** the mandatory technical criteria and then obtain the **minimum acceptable points** for point rated technical criteria will be tested. If the proposed resources meet obtain the minimum pass mark in the exam, the proposal will be evaluated financially and considered for the award of a standing offer.

Point rated criteria is used to establish the minimum requirements by setting a passing mark that a response must meet to be considered a valid and responsive response.

Each point rated technical criterion should be addressed separately. **The following rating scheme will be used to evaluate the point rated technical criteria.**

0 points	Résumé provided does not demonstrate an acceptable minimum of three (3) years of experience in the chosen stream.
5 points	Résumé provided demonstrates an acceptable minimum of three (3) years of experience in the chosen stream.
10 points	Résumé provided demonstrates an acceptable minimum of five (5) years of experience in the chosen stream.
15 points	Résumé provided demonstrates an acceptable minimum of ten (10) years or more of experience in the chosen stream.

	Point rated technical criteria	Maximum points possible	Minimum points required
RC1	<p>Work Stream A – English</p> <p>The bidder must provide, for each resource proposed, a résumé showing a minimum of three (3) years of experience providing any or all of the following services.</p> <p>A4.1.1: Unilingual Editing in English</p> <p>A4.1.2: Translation from French to English</p> <p>A4.1.3: Comparative reading from French to English</p> <p>The bidder must include and clearly demonstrate the following information:</p> <ol style="list-style-type: none"> 1. Service language 2. Period of acquired experience (start and end dates) 	<p>15 points</p> <p>15 points</p> <p>15 points</p>	<p>5 points</p> <p>5 points</p> <p>5 points</p>

	<p>3. Description of specific work and service performed by the resource</p> <p>4. Client's name, telephone number and e-mail that can be used as a reference</p> <p>Note: If any of the above items (1 to 4) are not included or clearly demonstrated separately, the résumé will be declared non-compliant.</p> <p>Rating: Only those proposed resources who have obtain the minimum points required under RC1 will be considered compliant and evaluated further.</p>		
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RC2	<p>Work Stream B – French</p> <p>The Bidder must provide, for each resource proposed, a résumé showing a minimum of three (3) years of experience providing any or all of the following services.</p> <p>A4.2.1: Unilingual Editing in French</p> <p>A4.2.2: Translation from English to French</p> <p>A4.2.3: Comparative reading from English to French</p> <p>The Bidder must include and clearly demonstrate the following information:</p> <ol style="list-style-type: none"> 1. Service language 2. Period of acquired experience (start and end dates) 3. Description of specific work and service performed by the resource 4. Client's name, telephone number and e-mail that can be used as a reference <p>Note: If any of the above items (1 to 4) are not included or clearly demonstrated separately, the résumé will be declared non-compliant.</p> <p>Rating: Only those proposed resources who have obtain the minimum points required under RC2 will be considered compliant and evaluated further.</p>	<p>15 points</p> <p>15 points</p> <p>15 points</p>	<p>5 points</p> <p>5 points</p> <p>5 points</p>
	<p>NOTE: Bidders may submit resources for work under Workstream A only or Workstream B only or for both Workstreams A and B.</p>		
	Total	90 points	

B.5 TESTING CRITERIA

The testing criteria contained herein will be used by the Office of the Commissioner to evaluate resources that meet all the mandatory technical criteria and point rated technical criteria. The Office of the Commissioner's assessment will be based solely on the information provided during the testing phase.

The bidder must provide a valid e-mail address for each of the proposed resources. Only those proposed resources who are compliant with **all** the mandatory technical criteria and then obtain the **minimum acceptable points** for point rated technical criteria under the chosen workstream will be invited to write the testing exercise for that workstream and evaluated financially and considered for the award of a standing offer.

Once all the proposals received have been evaluated for the mandatory technical criteria and point rated technical criteria, a testing date will be determined under each workstream and a test will be sent by e-mail to each resource with a time limit to complete and return the test.

Test samples are provided under Appendix “E”.

The following rating scheme will be used to evaluate the testing criteria.

For each uncorrected error, a number of points are deducted from the test score. The same applies to any error inserted in the text by the resource. For example, if the test is scored out of 60 and the resource failed to correct two spelling errors (2 x 5 pts) and inserted a typographical error (3 pts) in the text, the resource will get a score of 47/60.

Unilingual editing test	
5 points	Major change in meaning introduced into the text
5 points	Spelling error
5 points	Grammatical error
5 points	Punctuation error
3 points	Typographical error
3 points	Lack of consistency within text or with the Office of the Commissioner’s other documents
3 points	Slight change in meaning introduced into the text
3 points	Incorrect word choice

For each uncorrected error, a number of points are deducted from the test score. The same applies to any error inserted in the text by the resource. For example, if the test is scored out of 60 and the resource failed to correct two spelling errors (2 x 5 pts) and inserted a typographical error (3 pts) in the text, the resource will get a score of 47/60.

Translation and comparative reading tests	
5 points	Meaning in the target text significantly differs from meaning in the source text
5 points	Additional or missing text
5 points	Spelling error
5 points	Grammatical error
5 points	Punctuation error
3 points	Typographical error
3 points	Lack of consistency within text or with the Office of the Commissioner’s other documents
3 points	Slight change in meaning introduced into the text
3 points	Writing conventions of target language not followed
3 points	Anglicism/Gallicism

B.6 BIDDER SELECTION

Results from this evaluation will be used to create rated lists. Only resources that have the required experience listed under section B.4 of Appendix “B” and meet the minimum points required under RC1 and RC2 will be considered compliant and will be added on the following rated lists.

B6.1 Rated list no. 1 – Highest technical and testing criteria

Compliant resources will be listed using the scores from the rated technical criteria and testing criteria from the highest points received to the lowest points received for each of the Workstreams requested. In the event that two (2) or more resources have the same total of points, those resources will be listed based on the highest total points received under the point rated technical criteria and then on the lowest rate provided.

B6.2 Rated list no. 2 - Lowest evaluated price

Editing and comparative reading services

Compliant resources will be listed by the lowest hourly rate to the highest hourly rate. In the event that two (2) or more resources have the same hourly rate, those resources will be listed based on the highest total score received for the point rated technical criteria under RC1 and RC2 and then on the score received for the test.

Translation services

Compliant resources will be listed by the lowest rate per word to the highest rate per word. In the event that two (2) or more resources have the same rate per word, those resources will be listed based on the highest total score received for the point rated technical criteria under RC1 and RC2 and then on the score received for the test.

B6.3 Rated list no. 3 - Lowest evaluated price per point (Best Value)

Editing and comparative reading services

Compliant resources will be listed by the lowest evaluated price per point. The lowest evaluated price per point of a responsive offer will be determined by dividing the resource's hourly rate by the total score it obtained for the point rated technical criteria under RC1 and RC2 and the exam. In the event that two (2) or more resources have the same lowest evaluated price per point, those resources will be listed based on the highest total score received for the test and then on the highest points received for the point rated technical criteria under RC1 and RC2.

Translation services

Compliant resources will be listed by the lowest evaluated price per point. The lowest evaluated price per point of a responsive offer will be determined by dividing the resource's rate per word by the total score it obtained for the point rated technical criteria under RC1 and RC2 and the exam. In the event that two (2) or more resources have the same lowest evaluated price per point, those resources will be listed based on the highest total score received for the test and then on the highest points received for the point rated technical criteria under RC1 and RC2.

The Office of the Commissioner reserves the right to use any of the rated lists resulting from *Appendix "B" – Evaluation Criteria and Selection Method* and *Appendix "C" – Financial Offer* to fill any requirements under this standing offer.

The Office of the Commissioner reserves the right to update the rates provided by the Bidders when exercising the optional years. Rates for the optional years may cause rated lists no. 2 and 3 to change depending on the rates provided.

APPENDIX “C” - FINANCIAL OFFER (INCLUDE WITH FINANCIAL OFFER)

C.1 PRICE

Bidders must quote their prices as firm rates for each year to this RFSO using the grids below.

C.1.1 Bidders shall quote a firm hourly rate for Editing Services and for Comparative Reading Services as follows:

Editing and Comparative Reading Services		
Contract Period	Regular Rate	Urgent Rate
Initial two (2) year contract – Exact dates to be confirmed	\$/hour	\$/hour
Option to extend for one (1) additional three-year period – Exact dates to be confirmed	\$/hour	\$/hour

C.1.2 Bidders shall quote a firm rate per word for Translation Services as follows:

Translation Services		
Contract Period	Regular Rate	Urgent Rate
Initial two (2) year contract – Exact dates to be confirmed	\$/word	\$/word
Option to extend for one (1) additional three-year period – Exact dates to be confirmed.	\$/word	\$/word

Results from this financial offer will be used to create Rated Lists. Only resources that have the required experience under Appendix “B”, section B 4 and meet the minimum points required under RC1 and RC2 will be considered compliant and will be added on the following Rated Lists.

Rated List no. 2 - Lowest Evaluated Price:

Editing and comparative reading services

Compliant resources will be listed by the lowest hourly rate to the highest hourly rate. In the event that two (2) or more resources have the same hourly rate, those resources will be listed based on the highest total score received for the point rated technical criteria under RC1 and RC2 and then on the score received for the test.

Translation services

Compliant resources will be listed by the lowest rate per word to the highest rate per word. In the event that two (2) or more resources have the same rate per word, those resources will be listed based on the highest total score received for the point rated technical criteria under RC1 and RC2 and then on the score received for the test.

Rated List no. 3 - Lowest Evaluated Price Per Point (Best Value):

Editing and comparative reading services

Compliant resources will be listed by the lowest evaluated price per point. The lowest evaluated price per point of a responsive offer will be determined by dividing the resource's hourly rate by the total score it obtained for the point rated technical criteria under RC1 and RC2 and the exam. In the event that two (2) or more resources have the same lowest evaluated price per point, those resources will be listed based on the highest total score received for the test and then on the highest points received for the point rated technical criteria under RC1 and RC2.

Translation services

Compliant resources will be listed by the lowest evaluated price per point. The lowest evaluated price per point of a responsive offer will be determined by dividing the resource's rate per word by the total score it obtained for the point rated technical criteria under RC1 and RC2 and the exam. In the event that two (2) or more resources have the same lowest evaluated price per point, those resources will be listed based on the highest total score received for the test and then on the highest points received for the point rated technical criteria under RC1 and RC2.

OCOL reserves the right to use any of the Rated Lists resulting from Appendix "B" – Evaluation Criteria and Selection Method and Appendix "C" – Financial Offer to fill any requirements under this Standing Offer.

OCOL reserves the right to update the rates provided by the Bidders when exercising the optional year. Rates for the optional year may cause rated list no. 2 and rated list no. 3 to change depending on the rates provided.

C.2 FIRM HOURLY RATE AND FIRM RATE PER WORD

The firm hourly rate and rate per word offered are FOB destination.

The hourly rate and rate per word (s) are "all inclusive" (inclusive of administrative expenses, profit, overhead, travel and living expenses) except for GST/HST/QST which is extra.

Rates cannot be modified after closing of this RFSO. In case of error, the Bidder shall have the option to confirm the above prices or withdraw the resource from its Standing Offer.

The hourly rate and rate per word shall not be negotiable for the duration of the Standing Offer, including the option years.

In the event that the resource named herein is replaced in accordance with Article 4.10, "Replacement of Specific Personnel", of the RFSO, the hourly rate and rate per word for the replacement resource shall not exceed the rate provided herein by the Bidder for the stated periods.

C.3 TRAVEL AND LIVING EXPENSES

No travel will be required.

All payments are subject to government audit.

APPENDIX "D" - CERTIFICATIONS - (INCLUDE WITH TECHNICAL OFFER)

D.1 VALIDITY PERIOD

The Undersigned agree(s) that this Financial Proposal will remain firm for a period of 200 calendar days after the proposal closing date.

D.2 BIDDER CERTIFICATION

"We hereby certify that all information provided herein is accurate. Furthermore we have satisfied ourselves that the personnel proposed by us for this requirement are capable of satisfactorily performing the requirement described herein. In addition, we certify that individuals proposed will be available until completion of the project. Also that the work specified herein can be met in a timely manner, and will be achieved within the time frame allocated."

As well, by affixing an authorized Company official signature hereunder, the Bidder confirms acceptance in its entirety of the Professional Services Contracting Terms and Conditions applicable to this requirement.

D.3 PRICE CERTIFICATION

The Bidder certifies that the price quoted in this proposal is not in excess of the lowest price charged to anyone else, including its most favoured customer, for like quality and quantity of the products/services, does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity, and does not include any provision for discounts to selling agents.

D.4 EDUCATION / EXPERIENCE

"We hereby certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject work are accurate and factual, and we are aware that the Office of the Commissioner of Official Languages reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-responsive or in other action which the Commissioner may consider appropriate."

D.5 CERTIFICATION OF AVAILABILITY AND STATUS OF PERSONNEL

D5.1 Availability of Personnel: The Bidder certifies that, should it be authorized to provide services under any Contract resulting from this solicitation, the persons proposed in its Offer will be available to commence performance of the work immediately upon contract award and will remain available to perform the work in relation to the fulfillment of this requirement.

D5.2 Status of Personnel: If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfillment of this requirement and to submit such person's résumé to the Contracting Authority. As well, the Bidder hereby certifies that the proposed person is aware that overtime may be required and is willing to comply.

D.6 CERTIFICATION EMPLOYMENT EQUITY

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

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

D.7 CONFLICT OF INTEREST AND VALUES AND ETHICS CODES FOR THE PUBLIC SERVICE

The Bidder acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

D.8 FORMER PUBLIC SERVANT CERTIFICATION

Contracts with 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 with FPS, Bidders must provide the information required below.

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

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to an FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting an offer, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

D.9 PROACTIVE DISCLOSURE

The Guidelines on the Proactive Disclosure of Contracts, which support the Contracting Policy requirement to proactively disclose all contracts and amendments over \$10,000.00, have been amended in Section 4.2.1.g.ii to have service contracts with former public servants in receipt of a PSSA pension identified as such.

Any service contracts and amendments over \$10,000.00, including service contracts and amendments over \$10,000.00 with former public servants in receipt of a PSSA pension will be identified on the Open Government website at <https://open.canada.ca/en>

D.10 CERTIFICATION ACKNOWLEDGEMENT

The Bidder certifies that he or she:

- has read, understands and acknowledges the instructions, clauses and conditions contained in all parts of this document and certifies that the information submitted in Appendix “D” is accurate and complete; and
- is an authorized signing officer for the Bidder.

Name of Authorized Company Official

Signature

Date

APPENDIX “E” - EXAMPLES OF WRITING TESTS

EXERCISE 1 – UNILINGUAL ENGLISH EDITING – EDIT THE FOLLOWING TEXT. (EXAMPLE)

A WORD FOR THE COMMISSONER

This is the first day of my second mandate, and I have been thinking for some time about what I could do differently to distinguish the next three years from the past seven. I finally thought that one thing that I could do is follow the example of my assistant commissioners, and send messages to staff. Don't expect these to arrive daily or even necessarily weekly (although sometimes they may); my schedule is too unpredictable for that. But I hope that I can, at irregular intervals, share some of my thoughts and experiences as Commissioner.

I have recently had a number of interviews which led me to reflect on the successes and failures we have had over the last seven years. On the positive side, our investigation into the complaints about the abolition of the Court Challenges Program, and our intervention in support of the FCFA's court case resulted in an out-of-court settlement that led to the creation of the Language Rights Support Program. Our work on the Olympics led to a largely successful Vancouver Winter Olympics and Paralympic Games in 2010. That resulted in our manual for organizers of major sporting events and an extremely successful Canada Games in Sherbrooke last summer. Our investigation into complaints into the appointment of a unilingual Auditor-General contributed to the unanimous passage of a private members' bill requiring that all future agents of Parliament be bilingual at the time of their appointment.

I am very aware of one oblivious failure. I did not succeed in persuading the government of the importance of having Supreme Court judges who are able to understand pleadings in either official language. We did follow up this setback with a study, however, on the bilingual capacity of the superior courts, which I presented at the Canadian Bar Association meeting in August.

There will be significant continuity in our work. We will continue to appear before the courts and to conduct follow-ups on our reports and audits. We will continue to emphasize the importance of second-language learning, whether in schools, universities or the public service. We will continue to address the issues of access to justice, immigration, and social media and, more largely, the issue of official languages as a central element in Canadian identity.

But at the same time, we will be dealing with major changes. We will have to adjust to Workplace 2.0, with its emphasis on natural light, shared space and collaboration. We will have the constant change of finding new ways to use new technologies.

- ❖ I hope everyone finds the prospect of this blend of continuity and change, to be as exciting as I do, and I look forward to what awaits as my new mandate begins.

EXERCISE 2 – UNILINGUAL FRENCH EDITING – EDIT THE FOLLOWING TEXT. (EXAMPLE)

Objet : Rapport annuel, principaux messages et procédures de sécurité supplémentaires

Vous trouverez ci-joint la version intégrale (format PDF) du rapport annuel de 2012-2013.

Compte-tenu de la fuite dont a fait l'objet le rapport annuel de 2011-2012, le Commissariat aux langues officielles (CLO) a retenu les services d'une firme externe pour évaluer nos mesures de sécurité relatives à la production des versions préliminaires et définitives du rapport annuel. Cette firme nous a recommandé de resserrer de façon considérable nos actions. Par conséquent, nous avons rajouté les étapes qui suivent pour assurer la sécurité préalable à la publication de notre rapport annuel.

- La version PDF qui vous est envoyée aujourd'hui est cryptée. Je vous donnerai le mot de passe lorsque je vous appellerai [insérer la date et l'heure].
- La version PDF, ainsi que toute copie de celle-ci, ne doit pas être diffusée.
- Si vous devez faire des photocopies d'une partie du rapport pour un membre de votre personnel, rappelez-vous que vous êtes responsable de toute copie du rapport qui sera mis en circulation dans votre bureau.
- Les copies papier doivent être mises sous clé à la fin de la journée de travail.

Vous trouverez également ci-joint les principaux messages du rapport annuel de 2012-2013. VEUILLEZ NE PAS LES DIFFUSER car ils feront l'objet d'une communication le 7 novembre. Toutefois, voici quelques arguments que vous pourrez vous servir pour favoriser la participation à vos lancements régionaux.

- Le rapport annuel de 2012-2013 souligne l'importance du leadership exercé par les gestionnaires de la fonction publique à l'égard de la prestation active des services bilingues et de la disponibilité des services dans les deux langues officielles.
- Dans le rapport annuel de 2012-2013, les décisions ayant été prises par la Cour suprême sont examinés. Ces dernières clarifient la définition de services «égaux» dans les deux langues officielles.
- Le rapport annuel de 2012-2013 présente les résultats de l'étude menée par le commissariat en ce qui concerne la formation linguistique, depuis la décision relative à la décentralisation prise par le Conseil du trésor en 2006.

J'espère que vous trouverez ces renseignements utiles.

Merci!

Robin Cantin

Director, Strategic Communications and Production / Directeur, Communications stratégiques et production

EXERCISE 3 – FRENCH TO ENGLISH TRANSLATION – TRANSLATE THE FOLLOWING TEXT INTO ENGLISH. (EXAMPLE)

Milieu de travail 2.0 – Ce qu'on en dit

Les avantages

« J'adore avoir un ordinateur portable et le Wi-Fi et pouvoir travailler à ma guise dans divers secteurs du bâtiment ou bien depuis le café, ou encore à la maison. L'infrastructure nous permet d'accéder aux dossiers numériques depuis tout endroit muni d'une connexion (flexibilité de lieu) et, en théorie, à toute heure (flexibilité de temps). »

« J'ai un bureau à hauteur ajustable et je passe environ le tiers de mon temps de travail en position debout. Mon dos est en parfaite santé et je veux qu'il le demeure! »

« On n'a pas le problème de la poussière qui s'accumulait toujours sur les cloisons. L'environnement est plus propre, plus sain. »

« J'apprécie les aspects environnementaux du nouvel immeuble : le toit vert, l'éclairage éconergétique, la lumière naturelle plus abondante, la meilleure qualité de l'air. »

« Le déménagement dans un milieu de travail à aire ouverte me rendait sceptique, mais je peux aujourd'hui affirmer que je ne retournerais pas travailler dans un bureau aménagé de façon traditionnelle avec des cloisons plus hautes. Je trouve ça déprimant. »

Les désavantages et les défis

« Certains employés ont de la difficulté à travailler dans un espace ouvert parce qu'ils ne se sentent pas à l'aise avec leur voisin. »

« Il y a des dispositifs d'atténuation du son, mais certaines personnes ne les trouvent pas très efficaces. Le niveau sonore ne me dérange habituellement pas, mais j'ai des écouteurs antibruit que j'utilise quand je dois me concentrer pour respecter un délai. »

« Je suis un peu bavard et je dois donc m'efforcer de baisser le ton et de moins parler. Dans un milieu de travail ouvert, on apprend bien des choses sur soi-même. »

« Les organisations doivent écouter les employés pour bien les comprendre et elles doivent former des regroupements adéquats. »

« Il est bon que les gestionnaires écoutent attentivement les commentaires sur ce qui fonctionne bien et ce qui ne fonctionne pas. Tout le monde doit être conscient qu'il y aura une période de transition. »

EXERCISE 4 – ENGLISH TO FRENCH TRANSLATION – TRANSLATE THE FOLLOWING TEXT INTO FRENCH. (EXAMPLE)

Meeting notes: Workshop on Part VI Application in the Commissioner’s Office- September 18th

1. Welcome, Context and Overview of Agenda- Sylvain Giguère

As we all know, Anglophones are under-represented in at OCOL and for this reason, we decided three years ago to look at the situation to see how we could improve the situation. Initially, it was brought before the Diversity at Work Committee, and became one of their pillars of activity. A subcommittee was then created, and most of its members were present at this workshop.

It was decided that the issues needed to be broadly analyzed, looking at OCOL and other departments. M. Giguère asked Danielle Ferron to conduct a consultative process, with the idea of reflecting on what could and should be done about Part VI. The participation rates in different regions and institutions were examined, followed by the participation rate at OCOL. Since participation is an issue largely addressed within institutions, it was decided that we should focus on what OCOL should do.

2. Contextual Information- Danielle Ferron

This presentation focused on the five meetings of the subcommittee that occurred in 2012-2013. These meetings was examined participation at three levels: at OCOL, in the National Capital Region (NCR) and in Quebec to help determine an official position to take. This was based on the notion that it would be easier to guide others if we have an action plan for ourselves first.

The examination of participation in Quebec was based on statistics of the representation of Anglophones in Quebec, and a study by the Public Service Commission for the Quebec Federal Council, which followed a group through two staffing actions. In this study, Anglophones were tracked throughout the selection process to see what happens at the various stages, including how the candidates were eliminated. Through these sources, it was observed that Anglophones were overrepresented in some agencies. In addition, they are well represented in bilingual positions, so it is not bilingual requirements causing their underrepresentation.

EXERCISE 5 – FRENCH TO ENGLISH COMPARATIVE READ – DO A COMPARATIVE READ OF THE FOLLOWING TEXT AND MAKE THE NECESSARY CHANGES TO THE ENGLISH VERSION. (EXAMPLE)

Original French version

1.1 INTERPRÉTATION DE LA PARTIE V (LANGUE DE TRAVAIL) DE LA LOI SUR LES LANGUES OFFICIELLES

OBJECTIF

Ce bulletin a pour objectif de présenter la position du Commissariat aux langues officielles au sujet de l’interprétation et de l’application de la partie V de la *Loi sur les langues officielles* (LLO) afin de faciliter l’analyse des plaintes portant sur cette partie de la LLO.

LIBELLÉ

La partie V de la LLO est composée des articles 34 à 38. Ces articles sont reproduits à l’Annexe « A ».

Les articles 34 à 37 prévoient les obligations en matière de langue de travail qui incombent aux institutions assujetties à la partie V ainsi que les droits dont bénéficient les employés de celles-ci.

L’article 38 de la LLO prévoit la possibilité pour le gouverneur en conseil d’adopter des règlements sur divers aspects de la langue de travail. À ce jour, aucun tel règlement n’a été adopté.

INTERPRÉTATION

1. LA RAISON D’ÊTRE DE LA PARTIE V DE LA LLO

La partie V de la LLO constitue un prolongement des droits garantis au paragraphe 16(1) de la *Charte canadienne des droits et libertés*, qui reconnaît que « le français et l’anglais sont les langues officielles du Canada et qu’elles ont un statut et des droits et privilèges égaux quant à leur usage dans les institutions du Parlement et du gouvernement du Canada ». Certains diront que la partie V découle plutôt du principe de progression vers l’égalité de statut ou d’usage du français et de l’anglais, lequel est reconnu au paragraphe 16(3) de la *Charte*.

2. PRINCIPES GÉNÉRAUX

2.1 Primauté de la partie IV

L'article 31 de la LLO précise que, lorsqu'il y a incompatibilité des dispositions de la partie IV (communications avec le public et prestation des services) et des dispositions de la partie V, la partie IV l'emporte sur les dispositions incompatibles de la partie V.

En ce sens, si la langue officielle dans laquelle désire travailler un employé (l'anglais par exemple) n'est pas la même que celle dans laquelle un membre du public désire recevoir des services ou communications de cet employé, ce sera le choix de langue du membre du public qui l'emporte et l'institution aura l'obligation de servir cette personne dans la langue officielle qu'elle a choisie.

English version

Interpretation of Part V (Language of Work) of the *Official Language Act*

PURPOSE

The purpose of this bulletin is to present the position of the Official Languages Commission on the interpretation and application of Part V of the *Official Languages Act* (OLA) in order to facilitate analysis of complaints under this part of the OLA.

WORDING

Part V of the OLA is comprised of sections 34 to 38. These sections are reproduced in Appendix A

Sections 34 to 37 set out the language-of-work duties of institutions subject to Part V, and the rights of employees of these institutions.

Section 38 of the OLA provides the possibility of the Governor in Council making regulations on various aspects of language of work.

Interpretation

2. PURPOSE OF PART V OF THE OLA

Part V of the OLA is an extension of the rights guaranteed under subsection 16(1) of the *Canadian Charter of Rights and Freedoms*, which recognize that "English and French are the official languages of Canada and have equal status, rights and privileges as to their use in all institutions of the Parliament and government of Canada." Some say that Part V arises instead from the principle of advancing the equality of status or use of English and French, as recognized in subsection 16(3) of the Charter.

2. GENERAL PRINCIPLES

2.1 Primacy of Part V

Section 31 of the *Official Languages Act* specifies that, in the event of any inconsistency between Part IV (Communications with and Services to the Public) and Part V, Part IV prevails to the extent of the inconsistency.

This means that if the official language in which an employee wants to work (e.g., English) is not the same as the language in which a member of the public would like to receive services or communications from this employee, the choice of the member of the public prevails, and the institution must serve this individual in the official language of her choice.

EXERCISE 6 – ENGLISH TO FRENCH COMPARATIVE READ – DO A COMPARATIVE READ OF THE FOLLOWING TEXT AND MAKE THE NECESSARY CHANGES TO THE FRENCH VERSION. (EXAMPLE)

Original English version

November 15, 2013

Dear Mr. Brown:

In response to your letter of October 15, 2013, in which you share your members' concerns that our proposed advertising campaign would create confusion and unrealistic expectations among the travelling public, I would like to offer my perspective.

The advertising campaign aims to inform members of the public of their language rights in airports that have legal obligations under the *Official Languages Act*. All airports that welcome more than one million passengers per year must provide certain services in both English and French.

Notwithstanding the objective of the campaign, as the Commissioner of Official Languages of Canada, I would like to remind you that the *Official Languages (Communications with and Services to the Public) Regulations* outline the rules governing airports and federal institutions in their delivery of communications with and services to the public in both official languages.

Federal services located at designated bilingual airports must be provided in both official languages. The Regulations also apply to certain merchants that have third-party leases within designated bilingual airports.

The Regulations have been in place since 1991 and should therefore be an intrinsic part of the service delivery model of any airport that has language obligations. As long as your members are respecting their obligations under the Act and the Regulations, there should be no need for concern about a campaign that informs travellers about language rights to which they are legally entitled.

If your members have any questions or would like more information about our campaign or about airports' obligations under the Act and its regulations, please let them know that they may contact my office at any time. Members of my staff will be happy to speak with them.

The French version of this letter is enclosed for your convenience.

Yours sincerely,

Graham Fraser

Encl.

French version

Le 15 novembre 2013

Cher Monsieur Brown,

J'aimerais vous exposer mon point de vue en réponse à la lettre du 13 octobre 2013 où vous faites part de la crainte exprimée par vos membres que notre projet de campagne publicitaire ne crée de la confusion et des attentes irréalistes parmi le public voyageur.

Cette campagne vise à informer les gens de leurs droits linguistiques dans les aéroports ayant des obligations juridiques en vertu de la *Loi sur les langues officielles*. Tous les aéroports qui accueillent plus d'un million de voyageurs chaque année doivent fournir certains services tant en français qu'en anglais.

Indépendamment de l'objectif de cette campagne, j'aimerais vous rappeler, à titre de Commissaire aux langues officielles du Canada, que le *Règlement sur les langues officielles – communication avec le public et prestation des services* énonce les règles applicables aux aéroports et aux institutions fédérales dans les communications et les services bilingues à la population.

Les services fédéraux dans les aéroports désignés bilingues doivent être assurés dans les deux langues officielles. Le *Règlement* vise aussi les commerçants liés en tiers par des baux à ces mêmes aéroports.

Ce règlement est effectif depuis 1992 et devrait donc faire partie intégrante du modèle de prestation de services appliqué dans tout aéroport ayant des obligations en matière linguistique. Tant que vos membres respectent les obligations que leurs font la *Loi* et le *Règlement*, il y a lieu de s'inquiéter d'une campagne qui informe les voyageurs des droits linguistiques que leur confère la loi.

Si vos membres ont des questions ou souhaitent des éclaircissements sur notre campagne ou sur les obligations des aéroports dans le cadre de la *Loi* et du *Règlement*, veuillez leur faire savoir qu'ils peuvent s'adresser en tout temps à mon bureau. Mon personnel sera heureux de s'entretenir avec eux.

Vous trouverez ci-joint la version française de cette lettre.

Je vous prie d'agréer Monsieur, l'expression de mes sentiments les meilleurs.

Graham Fraser

P.j.