



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Office of the Superintendent of Financial Institutions Canada
Procurement and Contracting
255 Albert Street, 12th floor
Ottawa, ON K1A 0H2
Email : Contracting@osfi-bsif.gc.ca

Bureau du surintendant des institutions financières Canada
Achats et contrats
255 rue Albert, 12^e étage
Ottawa, Ontario, K1A 0H2
Courriel : contracting@osfi-bsif.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Comments - Commentaires

Proposal To: The Office of the Superintendent of Financial Institutions Canada

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

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Proposition au : Bureau du surintendant des institutions financières Canada

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

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
3. tous les renseignements figurant dans la soumission sont complètes, véridiques et exacts; et
4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

Title – Sujet	
Translation Services	
Solicitation No. – N° de l'invitation	Date
20200150	2020-06-10
Client Reference No. – N° référence du client	
20200150	
GETS Reference No. – N° de référence de SEAG	
20200150	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 02 :00 PM – 14h00	Eastern Daylight time (EDT)
on – le July 21, 2020	Heure avancée de l'Est (HAE)
D.D.P – Delivery Duty Paid	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address inquiries to – Adresser toute demande de renseignements à :	
Jade Bedard, Senior Contracting Officer	
Area code and Telephone No. Code regional et N° de téléphone	Facsimile No. / e-mail N° de télécopieur / courriel
613-990-8557	contracting@osfi-bsif.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :	

Instructions: See Herein
Instructions: Voir aux présentes

Delivery required -Livraison exigée	Delivery offered -Livraison proposée
See Herein – Voir aux présentes	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
e-mail - courriel	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)	
Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 4

1.1 SUMMARY4

1.2 SECURITY REQUIREMENTS4

1.3 STATEMENT OF WORK.....4

1.4 DEBRIEFINGS4

PART 2 - BIDDER INSTRUCTIONS 5

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS5

2.2 SUBMISSION OF BIDS.....5

2.3 FORMER PUBLIC SERVANT.....5

2.4 ENQUIRIES - BID SOLICITATION.....7

2.5 EXTENSION OF TIME7

2.6 APPLICABLE LAWS7

2.7 BASIS FOR CANADA’S OWNERSHIP OF THE INTELLECTUAL PROPERTY (IP)7

PART 3 - BID PREPARATION INSTRUCTIONS..... 8

3.1 BID PREPARATION INSTRUCTIONS8

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 10

4.1 EVALUATION PROCEDURES.....10

4.2 BASIS OF SELECTION - HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE11

ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION13

ATTACHMENT 2 TO PART 4 - PRICING SCHEDULE19

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 20

5.1 CERTIFICATIONS REQUIRED WITH THE BID20

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION21

ATTACHMENT 1 TO PART 5 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -
CERTIFICATION.....22

PART 6 - RESULTING CONTRACT CLAUSES 23

6.1 INTERPRETATION23

6.2 SECURITY REQUIREMENTS23

6.3 STATEMENT OF WORK.....24

6.4 MULTIPLE CONTRACTS AND WORK ALLOCATION [*TO BE COMPLETED AT CONTRACT AWARD*].....24

6.5 STANDARD CLAUSES AND CONDITIONS.....25

6.6 TERM OF CONTRACT25

6.7 AUTHORITIES26

6.8 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS27

6.9 PAYMENT27

6.10 INVOICING INSTRUCTIONS27

6.11 CERTIFICATIONS28

6.12 APPLICABLE LAWS.....28

6.13 PRIORITY OF DOCUMENTS28

6.14 JOINT VENTURE CONTRACTOR29

6.15 PROFESSIONAL SERVICES – GENERAL.....29

6.16 SAFEGUARDING ELECTRONIC MEDIA.....30

6.17 REPRESENTATIONS AND WARRANTIES.....30

6.18 CONFIDENTIALITY OF INFORMATION.....30

6.19 DISPUTE RESOLUTION SERVICES31



6.20 CONTRACT ADMINISTRATION	31
ANNEX A - STATEMENT OF WORK	32
ANNEX B - BASIS OF PAYMENT	36
ANNEX C - SECURITY REQUIREMENTS CHECK LIST	36
ANNEX D – NON-DISCLOSURE AGREEMENT	41
ANNEX E - DIRECT DEPOSIT ENROLMENT FORM FOR BUSINESSES	42



PART 1 - GENERAL INFORMATION

1.1 Summary

This bid solicitation is being issued to satisfy the requirement of the Office of the Superintendent of Financial Institutions (OSFI) for the provision of Professional Services. OSFI requires a contractor that specializes in the provision of translation services. It is intended to result in the award of up to three (3) contracts for one (1) year, plus five (5) irrevocable option(s), allowing Canada to extend the term of the contract(s) by one-year each.

1.2 Security Requirements

Before the award of a contract, the following conditions must be met:

- a. the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
- b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
- c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- d. the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
- e. the Bidder must provide the address(es) of proposed sites(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.

Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

There is a security requirement associated with the requirement. For additional information, consult Part 3 - Section IV Additional Information and Basis of Selection, and Part 6 - Resulting Contract Clauses.

1.3 Statement of Work

The Work to be performed is detailed under Annex A – Statement of Work of the resulting contract clauses.

1.4 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 180 days

2.2 Submission of Bids

Bids must be submitted only to contracting@osfi-bsif.gc.ca by the date, time and place indicated on page 1 of the bid solicitation.

- a. If your bid is transmitted by electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.
- b. Bids must NOT be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.
- c. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.3 Former Public Servant

Contracts awarded to 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 before contract award.

Definitions

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



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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [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

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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



2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Extension of Time

If additional time is required by the Bidder, the Contracting Authority may grant an extension at his or her sole discretion.

2.6 Applicable Laws

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

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

2.7 Basis for Canada's Ownership of the Intellectual Property (IP)

Canada has determined that any intellectual property arising from the performance of the Work under any resulting Contract will belong to Canada, on the following grounds: The Bidder declares in writing that they are not interested in owning the Intellectual Property Rights in Foreground Information.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid (1 soft copy via email)
- Section II: Financial Bid (1 soft copy via email)
- Section III: Certifications (1 soft copy via email)
- Section IV: Additional Information (1 soft copy via email)

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

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

- a. use a numbering system that corresponds to the bid solicitation.

Canada's Policy on Green Procurement: The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

Submission of Only One Bid: Multiple bids from the same bidder are not permitted in response to this bid solicitation. Each bidder must submit only a single bid. If any bidder submits more than one bid, Canada will choose in its discretion which bid to consider.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

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

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

Substantiation of Technical Compliance: The technical bid must substantiate the compliance of the bidder and its products and services with the specific requirements of Attachment 1 to Part 4, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" Annex E, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

Personnel Security: Where there is a personnel security requirement, résumés should state the current level of personnel security held by the proposed individual(s) and their corresponding Canadian Industrial Security Directorate (CISD) file number(s).



Education: Where the education of a proposed individual will be evaluated, Canada will only consider academic credentials obtained from a recognized* Canadian university, college or high school, or the equivalent for credentials obtained outside Canada, as established by a recognized* Canadian academic credentials assessment service. (*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <http://www.cicic.ca/2/home.canada>.)

Attachment 1 to Part 4 - Technical Evaluation Criteria, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

Blank Prices: Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

Exchange Rate Fluctuation: [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

As indicated in Part 1 under Security Requirements, the Bidder must provide the full address(es) of the Bidder's and proposed individual(s) site(s) or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

The Company Security Officer (CSO) must ensure through the [Industrial Security Program \(ISP\)](#) that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1, Security Requirements.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b. An evaluation team composed of representatives of Canada will evaluate the bids.
- c. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.
- d. **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two (2) working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
- e. **Requests for Interviews:** If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by Canada.
- f. **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 1. verify any or all information provided by the Bidder in its bid; or
 2. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

The Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4: Technical Evaluation Criteria.

4.1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4: Technical Evaluation Criteria.

Point-rated technical criteria not addressed will be given a score of zero.

4.1.2 Financial Evaluation

The Bidder should complete this pricing schedule In Attachment 2 to Part 4: Pricing Schedule.

Only compliant proposals meeting all of the requirements detailed in Steps 1 and 2 will be considered at this point.

Prices submitted will be evaluated to determine the bid evaluation price as defined in Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.



Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the Request for Proposal (RFP).

Failure or refusal to provide a price or rate for any item in Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule shall be considered as failing to meet a mandatory requirement of the RFP and therefore, the Bidder's proposal shall be given no further consideration.

The volumetric data included in the pricing schedule detailed in Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

SACC Manual Clause [A0220T](#) (2014-06-26) Evaluation of Price

4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price

- a. To be declared responsive, a bid must:
 1. comply with all the requirements of the bid solicitation; and
 2. meet all mandatory criteria; and
 3. obtain the required minimum of fifty-six (56) points overall for the technical evaluation criteria, which are subject to point rating.

The rating is performed on a scale of 114 points.

- b. Bids not meeting (1) and (2) and (3) will be declared non-responsive.
- c. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- d. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
- e. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
- f. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- g. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).



Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.62$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating		84.16	73.15	77.70
Overall Rating		1st	3rd	2nd



ATTACHMENT 1 to PART 4 – TECHNICAL EVALUATION

Mandatory Technical Criteria (M)

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration. Only proposals found to meet the mandatory evaluation criteria will be evaluated in accordance with the evaluation criteria subject to point rating.

Mandatory Requirements	Complies Yes / No	Cross Reference to Proposal
<p>*M1 The Bidder must clearly identify three (3) resources proposed for the work under the resulting Contact, and must state the employment relationship between the individual and the company (e.g. employee, sub-Contractor, etc.). The Bidder must also demonstrate through the résumé content of each proposed resource that each proposed resource has:</p> <ul style="list-style-type: none"> a. Five (5) years or more of experience, as of RFP closing date, in translation services from English to French; b. A minimum of a bachelor degree with specialization in translation; c. Experience using MS Office 2010 and MS Office 2016 Suite; d. Experience using relevant translation software (for example: TERMIUM Plus) e. Capacity to translate a minimum of 1,500 words a day from English to French f. A minimum of four (4) years experience, within the last fifteen (15) years, as of RFP closing date, in the provision of translation services in at least THREE (3) of the following business areas of: <ul style="list-style-type: none"> 1. Canadian Financial Services; 2. Banking Regulation; 3. Insurance Regulation; 4. Pension Plan Regulation; 5. Basel Capital Accord; 6. Actuarial Reports and Studies; 7. International Financial Reporting Standard (IFRS); 8. Statutory Reports; 9. IM/IT; 10. Human Resources. <p>The resources will be further evaluated under R1.</p>		
<p>*M2 The Bidder must clearly identify two (2) resources proposed for the work under the resulting Contact, and must state the employment relationship between the individual and the company (e.g. employee, sub-Contractor, etc.). The Bidder must also demonstrate through the résumé content of each proposed resource that each proposed resource has:</p> <ul style="list-style-type: none"> a. Five (5) years or more of experience, as of RFP closing date, in translation services from French to English; b. A minimum of a bachelor degree specialized in translation c. Experience using MS Office 2010 and MS Office 2016 Suite; 		



	<p>d. Experience using relevant translation software (for example: TERMIUM Plus)</p> <p>e. Capacity to translate a minimum of 1,500 words a day from French to English.</p> <p>f. A minimum of four (4) years experience, within the last fifteen (15) year, as of RFP closing date, in the provision of services in at least THREE (3) of the following business areas of:</p> <ol style="list-style-type: none"> 1. Canadian Financial Services; 2. Banking Regulation; 3. Insurance Regulation; 4. Pension Plan Regulation; 5. Basel Capital Accord; 6. Actuarial Reports and Studies; 7. International Financial Reporting Standard (IFRS); 8. Statutory Reports; 9. IM/IT; 10. Human Resources. <p>The resources will be further evaluated under R2.</p>		
M3	<p>The Bidder must provide one (1) sample of previous translation achievements, using the business areas in M1, for each proposed resource submitted under M1.</p> <p>The Bidder must provide all of the following information for each sample:</p> <ol style="list-style-type: none"> a. A copy of the document in the language of origin b. A brief description of the proposed individual(s) contribution c. The intended audience d. When the work was carried out e. The client and the client's telephone number for whom the work was performed. <p>Each sample submitted will be further evaluated under R3 and R4.</p>		
M4	<p>The Bidder must provide one (1) sample of previous translation achievements, using the business areas in M2, for one (1) of the proposed resources submitted under M2.</p> <p>The Bidder must provide the following information on each sample:</p> <ol style="list-style-type: none"> a. A copy of the document in the language of origin b. A brief description of the proposed individual(s) contribution c. The intended audience d. When the work was carried out e. The client and the client's telephone number for whom the work was performed. <p>Each sample submitted will be further evaluated under R3 and R4.</p>		
M5	<p>The Bidder must describe its process for ensuring translation quality control on a continuous basis and ensuring continuity of service.</p> <p>The submitted process will be further evaluated under R5 and R6.</p>		



M6	<p>The Bidder must describe its process for managing translation requests and documents to be translated, including, prioritization, multi-part documents, and version control.</p> <p>The submitted process will be further evaluated under R7.</p>		
M7	<p>The Bidder must possess a license(s) to a software that is compatible with Logiterm.</p>		
M8	<p>The Bidder must provide from a minimum of three (3) to a maximum of five (5) customer reference contracts with a cumulative billed value of \$500,000.00 (Canadian, including taxes), within the last five (5) years, as of RFP closing date, that meet the following criteria:</p> <ul style="list-style-type: none"> • Each of the contracts was providing Translation services related to the business areas identified in M.1 and M.2 • For each contract referenced, the Bidder must provide a description of the services provided under the contract. <p>The Bidder should provide references for each organization.</p>		

**Bidders may propose the same resources under M1 and M2, if applicable.*

Point Rated Technical Criteria (R)

Proposals that meet all of the mandatory requirements will be further evaluated against the following rated requirements.

The Bidder should demonstrate experience and qualifications with each one of the following requirements, some of which use information provided for Mandatory requirements. The experience demonstrated will be evaluated and scored in accordance with specific evaluation criteria detailed hereafter.

Proposals which do not achieve the minimum pass marks stated in the tables will be deemed non-compliant and will not be considered further. **NOTE** that there are individual pass marks for the various criteria, and these must be achieved or exceeded in each case. If any individual pass mark is not achieved, the proposal will be considered non-compliant and will receive no further consideration; it is not sufficient to merely achieve a total sum of all pass marks in the proposal that meets or exceeds the total sum of the all pass marks required.

Each requirement will be assessed using the criteria stated in the tables.

	Point Rated Requirements	Maximum Points	Pass Mark	Project / Page Cross Reference to Substantiating Detail in Proposal
R1	<p>Additional points will be awarded where the Bidder's three (3) proposed resources have a minimum of four (4) years' experience, within the last fifteen (15) years, as of RFP closing date, in the provision of translation services over the mandatory three (3) business areas required at M1.</p> <p>The Bidder should demonstrate through the résumé content of each proposed resource that each proposed resource has additional experience in the provision of translation services in the business areas of:</p> <ol style="list-style-type: none"> 1. Canadian Financial Services; 	30	14	



	<ol style="list-style-type: none"> 2. Banking Regulation; 3. Insurance Regulation; 4. Pension Plan Regulation; 5. Basel Capital Accord; 6. Actuarial Reports and Studies; 7. International Financial Reporting Standard (IFRS); 8. Statutory Reports; 9. IM/IT; 10. Human Resources. <p>Points will be allocated per resource, up to a maximum 30 points:</p> <ul style="list-style-type: none"> • 2 points - One (1) additional business area (total of four (4) business areas) • 4 points – Two (2) additional business areas (total five (5) business areas) • 6 points - Three (3) additional business areas (total of six (6) business areas) • 8 points – Four (4) additional business areas (total of seven (7) business areas) • 10 points – Five (5) or more additional business areas (total of eight (8) or more business areas) 			
R2	<p>Additional points will be awarded where the Bidder's two (2) proposed resources have a minimum of four (4) years experience, within the last fifteen (15) years, as of RFP closing date, in the provision of translation services over the mandatory three (3) business areas required at M2.</p> <p>The Bidder should demonstrate through the résumé content of each proposed resource that each proposed resource has additional experience in the provision of translation services in the business areas of:</p> <ol style="list-style-type: none"> 1. Canadian Financial Services; 2. Banking Regulation; 3. Insurance Regulation; 4. Pension Plan Regulation; 5. Basel Capital Accord; 6. Actuarial Reports and Studies; 7. International Financial Reporting Standard (IFRS); 8. Statutory Reports; 9. IM/IT; 10. Human Resources. <p>Points will be allocated per resource, up to a maximum 20 points:</p> <ul style="list-style-type: none"> • 2 points - One (1) additional business area (total of four (4) business areas) • 4 points – Two (2) additional business areas (total five (5) business areas) • 6 points - Three (3) additional business areas (total of six (6) business areas) • 8 points – Four (4) additional business areas (total of seven (7) business areas) 	20	10	



	<ul style="list-style-type: none"> • 10 points – Five (5) or more additional business areas (total of eight (8) or more business areas) 			
R3	<p>The Bidder’s four (4) samples of previous achievements submitted under M3 and M4 will be evaluated on their demonstrated quality of the translated sentence and paragraph in terms of being the equivalent meaning and format:</p> <ul style="list-style-type: none"> • 20 points - All samples show expected equivalent meaning and format; • 15 points - Three samples show expected equivalent meaning and format; • 10 points – Two samples show expected equivalent meaning and format; • 5 points – One of the samples shows equivalent meaning and format; • 0 points - None of the samples show equivalent meaning and format. 	20	10	
R4	<p>The Bidder’s four (4) samples of previous achievements submitted, submitted under M3 and M4 will be evaluated on their demonstrated quality of spelling grammar, and punctuation:</p> <ul style="list-style-type: none"> • 20 points - All samples apply the proper use of spelling, grammar, and punctuation; • 15 points - Three samples apply the proper use of spelling, grammar, and punctuation; • 10 points – Two samples apply the proper use of spelling, grammar, and punctuation; • 5 points – Only one of the samples applies the proper use of spelling, grammar, and punctuation; • 0 points - None of the samples use proper spelling, grammar, and punctuation. 	20	10	
R5	<p>The Bidder’s process submitted under M5 for ensuring translation quality control services on a continuous basis will be evaluated as follows:</p> <ul style="list-style-type: none"> • 8 points - The process to ensure translation quality control services is described in detail, including existing corporate processes and specific measures to be implemented for OSFI; • 6 points - The process to ensure translation quality control services is reasonably described in detail of existing corporate processes, but does not clearly describe any measures to be implemented specifically for OSFI; • 4 points - The process to ensure translation quality control services is described in some detail, but does not clearly delineate between existing corporate processes and measures to be implemented specifically for OSFI; • 2 points - The process to ensure translation quality control services is poorly described with limited detail, or 	8	4	



	<p>is unclear;</p> <ul style="list-style-type: none"> • 0 points - The process to ensure translation quality control services is not described. 			
R6	<p>The Bidder's backup plan submitted under M5 for ensuring continuity of service will be evaluated as follows:</p> <ul style="list-style-type: none"> • 8 points - The backup plan for ensuring continuity of service is thoroughly described in detail, including existing corporate processes and specific measures to be implemented for OSFI; • 6 points - The backup plan for ensuring continuity of service is reasonably described with a good level of detail of existing corporate processes, but does not clearly describe any measures to be implemented specifically for OSFI; • 4 points - The backup plan for ensuring continuity of service is described in some detail, but does not clearly delineate between existing corporate processes and measures to be implemented specifically for OSFI; • 2 points - The backup plan for ensuring continuity of service is poorly described with limited detail or is unclear; • 0 points - The backup plan for ensuring continuity of service is not described. 	8	4	
R7	<p>The Bidder's process submitted under M6 for managing translation requests and documents to be translated, including, prioritization, multi-part documents, and version control will be evaluated as follows:</p> <ul style="list-style-type: none"> • 8 points - The process for managing translation requests and documents to be translated is thoroughly described, in detail, including existing corporate processes and specific measures to be implemented for OSFI; • 6 points - The process for managing translation requests and documents to be translated is reasonably described with a good level of detail of existing corporate processes, but does not clearly describe any measures to be implemented specifically for OSFI; • 4 points - The process for managing translation requests and documents to be translated is described in some detail but does not clearly delineate between existing corporate processes and measures to be implemented specifically for OSFI; • 2 points - The process for managing translation requests and documents to be translated is poorly described with limited detail or is unclear; • 0 points - The process for managing translation requests and documents to be translated is not described. 	8	4	
TOTAL RATED POINTS		114	56	

* Each of the pass marks for individual criteria must be achieved in order to be further considered to move forward in the process.



ATTACHMENT 2 to PART 4 - PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

Service	(A)	(B)	(C = A x B)
	*Approximated Level of Effort	Rates for Translation – Cents Per word/Hourly Rate (\$CAD)	Extended Price (\$CAD)
Initial Contract Period (Contract Award to July 31, 2021)			
Current work during normal business hours	1,300,000 words	\$	\$
Urgent work during normal business hours	100,000 words	\$	\$
Urgent work during evenings, weekends and holidays	100,000 words	\$	\$
Hourly rate (refer to 3.1.4 of SOW)	50 hours	\$	\$
Option Period #1 (August 1, 2021 to July 31, 2022)			
Current work during normal business hours	1,300,000 words	\$	\$
Urgent work during normal business hours	100,000 words	\$	\$
Urgent work during evenings, weekends and holidays	100,000 words	\$	\$
Hourly rate (refer to 3.1.4 of SOW)	50 hours	\$	\$
Option Period #2 (August 1, 2022 to July 31, 2023)			
Current work during normal business hours	1,300,000 words	\$	\$
Urgent work during normal business hours	100,000 words	\$	\$
Urgent work during evenings, weekends and holidays	100,000 words	\$	\$
Hourly rate (refer to 3.1.4 of SOW)	50 hours	\$	\$
Option Period #3 (August 1, 2023 to July 31, 2024)			
Current work during normal business hours	1,300,000 words	\$	\$
Urgent work during normal business hours	100,000 words	\$	\$
Urgent work during evenings, weekends and holidays	100,000 words	\$	\$
Hourly rate (refer to 3.1.4 of SOW)	50 hours	\$	\$
Option Period #4 (August 1, 2024 to July 31, 2025)			
Current work during normal business hours	1,300,000 words	\$	\$
Urgent work during normal business hours	100,000 words	\$	\$
Urgent work during evenings, weekends and holidays	100,000 words	\$	\$
Hourly rate (refer to 3.1.4 of SOW)	50 hours	\$	\$
Option Period #5 (August 1, 2025 to July 31, 2026)			
Current work during normal business hours	1,300,000 words	\$	\$
Urgent work during normal business hours	100,000 words	\$	\$
Urgent work during evenings, weekends and holidays	100,000 words	\$	\$
Hourly rate (refer to 3.1.4 of SOW)	50 hours	\$	\$
TOTAL EVALUATED PRICE			\$
(sum of: Initial Period + Option 1 + Option 2 + Option 3 + Option 4 + Option 5)			\$

**Please note that the number of words/hours used is for financial evaluation only and should not be construed as a guarantee of work.*



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

5.1.3 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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



5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list during the period of the Contract.

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



ATTACHMENT 1 to PART 5 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's website](#).

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
 - A2. The Bidder certifies being a public sector employer.
 - A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
 - A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual to form the body of the Contract; it does not include the general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Finance and any other person duly authorized to act on behalf of that minister;

"Contract" means the Articles of Agreement, the general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

6.2 Security Requirements

- 6.2.1** The Contractor must, at all times during the performance of the Contract hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.

Contractor personnel requiring access to PROTECTED information, assets or work site(s) of Her Majesty must each hold a valid personnel security screening at the requisite level



of Reliability Status or higher, granted or approved either by Canadian Industrial Security Directorate (CISD), PWGSC or by Departmental Security Officer (DSO) / delegated security authority for the Office of the Superintendent of Financial Institutions (OSFI). This screening must be maintained at all times during the performance of the Contract/Standing Offer.

Contractor personnel MUST use OSFI IT equipment for processing, storing and sending/receiving electronic Protected information, and that its personnel are made aware of and comply with this restriction

The Contractor must, at all times during the performance of the Contract hold a valid / approved Document Safeguarding Capability (DSC) at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada, at all facilities at which hard copy Protected information is being processed or stored.

Definitions:

Protected information refers to specific provisions of the Access to Information Act and the Privacy Act and applies to sensitive personal, private, and business information. (Source: Treasury Board of Canada Secretariat)

6.2.2 Contractor’s Site(s) or Premises Requiring Safeguarding Measures [To be inserted at contract award]

The Contractor must diligently maintain up-to-date, the information related to the Contractor’s site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following address(es):

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

6.3 Statement of Work

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

6.4 Multiple Contracts and Work Allocation [To be completed at contract award]

Contractors’ order of ranking

___ (insert number) contracts were awarded as a result of bid solicitation number: 20200150. The Contractors' order of ranking is as follows:

Ranked first: _____
Ranked second: _____
Ranked third: _____

Contracts will be will be awarded on a “**PROPORTIONAL BASIS**” for the services. The proportional basis method of allocation that will be used, depending on the number of successful offerors, is detailed below:

Allocation of Work (Proportional basis):



	1 Compliant Contractor	2 Compliant Contractors	3 Compliant Contractors
Highest Ranked Compliant Contractor	100%	60%	50%
Second Highest Ranked Compliant Contractor	N/A	40%	30%
Third Highest Ranked Compliant Contractor	N/A	N/A	20%
	100%	100%	100%

6.5 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.5.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.5.2 Supplemental General Conditions

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

4008 (2008-12-12), Personal Information.

6.5.3 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex G, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

6.5.4 Annexes

All Annexes apply to and form part of the Contract.

6.6 Term of Contract

6.6.1 Period of the Contract

The period of the Contract is from August 1, 2020 up to and including July 31, 2021 inclusive.

6.6.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) additional one-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least two (2) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



6.6.3 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination

6.7 Authorities

6.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jade Bedard
Title: Senior Contracting Officer
The Office of the Superintendent of Financial Institutions
Corporate Services
Corporate Planning and Procurement Services
Address: 255 Albert Street, Ottawa, ON K1A 0H2

Telephone: 613 990-8857
Facsimile: 613 990-0081
E-mail address: contracting@osfi-bsif.gc.ca

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

6.7.2 Project Authority *[To be inserted at contract award]*

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

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

6.7.3 Contractor's Representative *[To be inserted at contract award]*

Name: _____



Title: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

6.8 Proactive Disclosure of Contracts with Former Public Servants

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

6.9 Payment

6.9.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ [redacted] *[To be inserted at contract award]*. Customs duties are included and Applicable Taxes are extra.

6.9.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ [redacted] *[To be inserted at contract award]*. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

1. when it is 75 percent committed, or
2. four (4) months before the contract expiry date, or
3. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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

6.9.3 Method of Payment – Monthly Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment

6.9.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department

6.10 Invoicing Instructions

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



6.10.1 Invoices must be distributed as follows:

1. The original and one (1) copy must be forwarded to the following address for certification and payment.

Office of the Superintendent of Financial Institutions
255 Albert St, 12th Floor
Ottawa, ON K1A 0H2

2. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.11 Certifications

6.11.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.11.2 Federal Contractors Program for Employment Equity – Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.12 Applicable Laws

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

6.13 Priority of Documents

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

- a. the Articles of Agreement;
- b. 2010B (2018-06-21) General Conditions – Professional Services (Medium Complexity);
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. Annex C, Security Requirements Check List;
- f. Annex D, Confidentiality Agreement;
- g. Annex E, Direct Deposit Enrolment Form for Businesses;
- h. the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: " as clarified on _____" or " as amended on _____" and insert date(s) of clarification(s) or amendment(s)*)



6.14 Joint Venture Contractor

- a. The Contractor confirms that the name of the joint venture is [REDACTED] and that it is comprised of the following members:
(all the joint venture members named in the Contractor's original bid will be listed)
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 1. _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 2. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 3. all payments made by Canada to the representative member will act as a release by all the members.
- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

6.15 Professional Services – General

- a. The Contractor must provide professional services on request as specified in this contract. Where in the Contract a specific individual is identified as required to perform the Work, the Contractor must make such person available to perform the work within 10 working days of the issuance of the Contract. Where such a specific individual is unavailable to perform the Work, Canada may elect to either (i) exercise its rights or remedies under the Contract or at law (including terminating the Contract for default), or (ii) Canada may require the Contractor to propose the replacement of the specific individual. This obligation applies despite any changes that Canada may have made to any hardware, software or any other aspect of the Identified User's operating environment.
- b. If there must be a change in a resource performing work under the Contract the Contractor must make the replacement available for work within 10 working days of the departure of the existing resource (or, if Canada has requested the replacement, within 15 working days of Canada's notice of the requirement for a replacement).
- c. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency) and must be competent to provide the required services by any delivery dates described in the Contract. The resource must be approved by Canada prior to the replacement at the Work site.
- d. The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to Canada's satisfaction. A Contractor representative will



meet with the Project Authority on a regular basis (as specified by Canada) to discuss the performance of its resources and to resolve any issues at hand.

- e. If the Contractor fails to meet any of its obligations under this Article, or fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Project Authority within 10 working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

6.16 Safeguarding Electronic Media

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately re-place it at its own expense.

6.17 Representations and Warranties

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract.

The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

6.18 Confidentiality of Information

- a. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.
- b. Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
- c. The obligations of the Parties set out in this section do not apply to any information where the same information:
 - 1. is publicly available from a source other than the other Party; or



2. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information,

or

3. is developed by a Party without use of the information of the other Party

6.19 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such a process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

6.20 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the Contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Section 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



ANNEX A - STATEMENT OF WORK

1. OVERVIEW

The Office of the Superintendent of Financial Institutions (OSFI) is the primary regulator of federally chartered financial institutions and federally administered pension plans. It was established by an Act of Parliament in 1987.

OSFI supervises and regulates all banks, and all federally incorporated or registered trust and loan companies, insurance companies, cooperative credit associations, fraternal benefit societies and pension plans. Specifically, the Office administers the Bank Act, the Trust and Loan Companies Act, the Cooperative Credit Associations Act, and the Pension Benefits Standards Act.

OSFI also provides actuarial advice to the Government of Canada and conducts reviews of certain provincially chartered financial institutions by virtue of federal-provincial arrangements or through agency agreements with the Canada Deposit Insurance Corporation (CDIC).

For additional information, visit our Web site at: www.osfi-bsif.gc.ca.

2. GENERAL REQUIREMENT

OSFI has a requirement to establish a contract for Translation Services to support a total work volume that is estimated, at approximately 2,000,000 words per year. OSFI does not guarantee any specific volume of work to any successful Contractor further to this Request for Proposal or during the ensuing “as and when requested” contract(s).

As a government agency, all written communications from OSFI with the financial institutions and their associations, other federal government departments and agencies, Parliament and the public at large must be presented in both official languages in order to comply with the Official Languages Act.

The information to be translated, and style of translation, will depend on the subject matter and the target audience. Some may be administrative or legal in nature, while some may be destined to a specialized public and may be extremely technical.

The Contractor must engage with other OSFI translators as required to ensure consistency and standardization in the use of terminology. The Contractor must follow the rules set out in [Le guide du rédacteur](#) as well as the OSFI usage and conventions for texts of a particular nature.

3. SPECIFIC REQUIREMENTS

3.1 Translation Requests

- 3.1.1. Every request for translation will be assigned a case number by OSFI. All interactions with OSFI regarding the case shall include a reference to the case number (e.g. requests for additional information, delivery of translated documents, invoices, etc.).
- 3.1.2. All requests for translation will be authorized by the Project Authority. A request for translation from the Project Authority will provide the following information:
 - a. the Translation Service Request Number;
 - b. the details of the work activities to be performed;
 - c. the title of the document;
 - d. the name of the directorate or organization issuing the document;
 - e. the number of words to be translated;
 - f. the urgency of the work;
 - g. the delivery deadline;



- h. the software and version to use;
 - i. the name of the OSFI technical contact for the work.
- 3.1.3. The Contractor must not perform any work not duly authorized by the Project Authority. All work performed without the approval of the Project Authority will be at the Contractor's own expense, and OSFI will not be responsible for the payment of such expenses.
- 3.1.4. In cases where a "cent per word" basis is not applicable to a required translation, the Contractor should submit a request to the OSFI Project Authority to authorize an hourly rate. An example of such a situation would be the translation of a table of separate words, each of which requires some research time to translate.

3.2 Style of Translation and Linguistic Quality

- 3.2.1. Most requests for translation will fall within the following subject areas:
- a. Human Resources (e.g. job descriptions or posters);
 - b. Corporate Memos and Communications (e.g. communicating organizational updates/information);
 - c. Interest articles for publication on OSFI's Intranet;
 - d. Banking;
 - e. Financial regulation;
 - f. Financial supervision;
 - g. Insurance;
 - h. Pension Plans;
 - i. Basel Capital Accord;
 - j. Actuarial reports and studies;
 - k. International Financial Reporting Standards (IFRS).
- 3.2.2. The style used in the translation will be legal or administrative in nature. The style required depends on the subject matter and the target audience. The Contractor must work with the OSFI Translation Coordinator (to be determined at Contract Award) to ensure consistency and standardization in the use of terminology. The Contractor must follow the rules set out in The Canadian Style, *Le guide du rédacteur* as well as the OSFI usage and conventions for texts of a particular nature.
- 3.2.3. The Contractor must use the terminology in the OSFI Glossary (to be provided at contract award) as well as the terminology in any reference documents transmitted to ensure consistency and standardization.

3.3 Software used by OSFI

- 3.3.1. All translations, modifications and revisions must be done in the same layout and format as the source document. At the time of issuing the requirement for translation services, OSFI is using MS Office 2016 suite of products including; Word 2016, Excel 2016, PowerPoint 2016, One Note 2016 and Visio 2010. OSFI also uses portable document format using Adobe Acrobat PDF and Foxit Phantom PDF.
- 3.3.2. The Contractor must accept documents in the above-noted electronic formats for translation and must return translated documents in these formats unless otherwise directed by the Project Authority.
- 3.3.3. The Contractor must use the software Logiterm, or a similar software that is compatible with Logiterm. The Contractor must have access to translation software (for example: TERMIUM Plus)



- 3.3.4. The Contractor is responsible for having the necessary software available to perform the work. OSFI will not supply software to the Contractor for use in translation.

3.4 Quality Assurance

- 3.4.1. The Contractor must perform quality assurance checks for all documents translated before delivery. The key steps to be followed, as a minimum, are:
- a. Compare the target document with the source document;
 - b. Verify the terminology against the reference documents provided by OSFI;
 - c. Ensure that the layout and formatting are consistent with the source document; using the wordmark and/or logos appropriate for the language of the target document.
 - d. Ensure that the version of the software used in the target document is the same one that is used in the source document.
- 3.4.2. Translations must not contain any major mistakes (such as mistranslations, gibberish, mistake in figures, anglicisms, gallicisms, omissions resulting in inaccuracy or lack of comprehension of the text, grammar and syntax errors) and no more than six (6) minor mistakes such as; typographical errors, punctuation errors, layout errors, omission of hyphens per 800 words of text. The work will be evaluated by OSFI based on format and style.
- 3.4.3. The work requested will be subject to evaluation by OSFI to ensure compliance with the requirements herein, as well as with the regulations and policies in place.
- 3.4.4. Unsatisfactory translations containing one (1) or more major mistakes and/or more than six (6) minor mistakes per 800 words of text might be subject to one or more of the following penalties at the sole discretion of OSFI:
- a. The work will be returned by OSFI to be redone by the Contractor at no additional cost to OSFI. The work to be redone will be performed within the timeframe given by OSFI, regardless if it requires completing the work during evening, weekend and/or statutory holidays to meet the deadline;
 - b. The work may be redone by another Contractor or by OSFI. In this case, the Contractor will be informed that the translation that was done is unacceptable and that they will not be authorized to submit an invoice for the work that was initially completed; or
 - c. The contract may be terminated by OSFI if OSFI determines that the number of mistakes is excessive.

3.5 Word Count

- 3.5.1. A word is defined as a continuous and finished series of letters. Numbers and figures appearing in the text are counted as words. Word counting features of word processing software will be used to determine the number of words in a document.
- 3.5.2. The word count of all documents to be translated will be stated by OSFI and only this word count will be used for payment.
- 3.5.3. If the Contractor disagrees with the number of words, OSFI will do a recount in an attempt to reach an agreement with the Contractor. The Contractor must indicate to OSFI any disagreements with the word count. The final decision on word count will be made by OSFI at its sole discretion.



3.6 Reception, Transmission, and Management of Documents

- 3.6.1. The Contractor must have the required equipment to receive or transmit documents via e-mail or courier.
- 3.6.2. The Contractor must manage requests for translation, the associated documents to be translated, and the resulting translations, to provide OSFI with accurate, timely results. Such management must account for, as a minimum, and not limited to:
 - a. multi-part documents in situations where the parts are delivered to the Contractor separately;
 - b. a work priority system that includes the ability to accommodate changes in priority dictated by OSFI, in which current work is suspended and other work is substituted for earlier translation;
 - c. version control, and correct management of the translations, where the same document is sent to the Contractor a number of times, with adjustments in each delivery of the document, even though the initial version of the document is not completely translated.
- 3.6.3. The Contractor must have the capacity and security clearance to handle classified documents in accordance with the security provisions outline in the contract.

3.7 Work Location and Services

- 3.7.1. The work shall be performed on the Contractor's premises. All technical and support services (clerical/administrative, etc.), supplies and equipment necessary to accomplish tasks must be provided by the Contractor at its own costs.
- 3.7.2. As the work is conducted off-site, the resources must be fully contactable during regular working hours (8:00 a.m. – 6:00 p.m.). The Contractor must provide an emergency contact number/e-mail address in the case that OSFI cannot reach the Contractor's resources.
- 3.7.3. The work must be delivered to the translation-traduction@osfi-bsif.gc.ca email used by OSFI for the purposes of translation-related activities.

3.8 Response Times

- 3.8.1. The Contractor must be available to provide services on an "as-and-when requested" basis and to respond with deadlines as short as two-hours.
- 3.8.2. The Contractor must have procedures in place for responding to routine as well as urgent translation requests. For the purpose of this Contract, "routine" requests are expected to be processed at a rate of 1,500 words per day and "urgent" requests, generally for shorter documents, should be processed in half that time.
- 3.8.3. The Contractor must be able to respond to translation requests received outside of standard business hours of 8:00 A.M. to 6:00 P.M. Eastern Time from Monday to Friday, including weekends.
- 3.8.4. The OSFI Translator Coordinator will determine whether requests for translation or for text revisions are urgent.



ANNEX B - BASIS OF PAYMENT

[To be inserted at contract award]



ANNEX C - SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine OSFI		2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Transaction Services			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? / Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? [] No / Non [x] Yes / Oui

If Yes, indicate the level of sensitivity: / Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets? / Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? [x] No / Non [] Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel : / Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- Checkboxes for RELIABILITY STATUS, TOP SECRET-SIGINT, SITE ACCESS, CONFIDENTIAL, NATO CONFIDENTIAL, SECRET, NATO SECRET, TOP SECRET, COSMIC TOP SECRET.

Special comments: / Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. / REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work? / Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? [x] No / Non [] Yes / Oui

If Yes, will unscreened personnel be escorted? / Dans l'affirmative, le personnel en question sera-t-il escorté? [x] No / Non [] Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? / Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? [] No / Non [x] Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets? / Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? [x] No / Non [] Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? / Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? [x] No / Non [] Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? / Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? [] No / Non [x] Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? / Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? [] No / Non [x] Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Table with columns for Category, PROTECTED, CLASSIFIED, NATO, and COMSEC. Rows include Information / Assets, Production, IT Media / Support TI, and IT Link / Lien électronique.

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? [X] No / Non [] Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? [X] No / Non [] Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
[Redacted]		[Redacted]	[Redacted]
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
[Redacted]	[Redacted]	[Redacted]	[Redacted]

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
[Redacted]		[Redacted]	[Redacted]
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
[Redacted]	[Redacted]	[Redacted]	[Redacted]

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
[Redacted]		[Redacted]	[Redacted]
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
[Redacted]	[Redacted]	[Redacted]	[Redacted]

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
[Redacted]		[Redacted]	[Redacted]
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
[Redacted]	[Redacted]	[Redacted]	[Redacted]



ANNEX D – NON-DISCLOSURE AGREEMENT

I, _____ [insert resource name], recognize that in the course of my work as an employee or subcontractor of _____ [insert vendor name], I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract serial No. _____ [insert contract number] between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____ [insert vendor name], including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract serial No. _____ [insert contract number].

Printed Name

Signature



ANNEX E - DIRECT DEPOSIT ENROLMENT FORM FOR BUSINESSES



Public Works and Government
Services Canada

Travaux publics et Services
gouvernementaux Canada

Protected "B" when completed
Protégé « B » lorsque rempli

**DIRECT DEPOSIT
ENROLMENT FORM
FOR BUSINESSES**

**FORMULAIRE D'INSCRIPTION
AU DÉPÔT DIRECT
POUR LES ENTREPRISES**

PRIVACY NOTICE The personal information is collected under the Financial Administration Act, ss. 17(1) and 35(2). The information is used and disclosed to relevant federal program(s) and your financial institution for direct deposit purposes. Direct deposit payments can not be made without provision of information requested. Personal information is protected in accordance with the provisions of the Privacy Act. Under the Act, individuals and businesses have a right to request access and correct their personal information, if erroneous or incomplete.

AVIS DE CONFIDENTIALITÉ Les renseignements personnels sont recueillis en vertu de la Loi sur la gestion des finances publiques, par. 17(1) et 35(2). Les données sont utilisées et divulguées à des programmes fédéraux pertinents et à votre institution financière aux fins de dépôt direct. Les paiements par dépôt direct ne peuvent être effectués sans que les renseignements requis aient été fournis. Les renseignements personnels sont protégés conformément aux dispositions de la Loi sur la protection des renseignements personnels. En vertu de cette loi, toute personne ou entreprise a le droit de demander d'accéder à leurs renseignements personnels et à corriger ces derniers s'ils sont erronés ou incomplets.

Print clearly and in block letters. Please keep the appropriate federal government department informed of any changes to your mailing address. Should the department require clarification on the data you have provided, they will contact you.

Écrivez lisiblement et en lettres moulées. Veuillez informer le ministère fédéral approprié de tout changement d'adresse. Un représentant du ministère communiquera avec vous si des clarifications sur les données que vous avez fournies sont nécessaires.

PART A - PARTIE A

1) Business Name
Nom de l'entreprise

Business Address
Adresse de l'entreprise (Include Unit No., R.R. or P.O. Box - Indiquer le n° d'unité, la route rurale ou la case postale)

City, Town
Ville

Postal Code
Code postal

Province

2) Authorized Representative's Name
Nom du représentant autorisé

Email Address
Adresse courriel

Telephone
Téléphone

Fax
Télécopieur

PART B - PARTIE B

Branch No.
N° de succursale

Institution No.
N° de l'institution

Account No.
N° de compte

Name of Account Holder(s)
Nom(s), titulaire(s) du compte

Financial Institution's Stamp Here
Cachet de l'institution financière ici



How to complete Part B

See example below

1. Cheque number - not required.
2. Branch number - 5 digits.
3. Institution number - 3 digits.
4. Account number - as shown on your cheque.

Comment remplir la partie B

Voir l'exemple ci-dessous

1. Numéro du chèque - pas nécessaire.
2. Numéro de la succursale - 5 chiffres.
3. Numéro de l'institution - 3 chiffres.
4. Numéro de compte - comme il est indiqué sur votre chèque.

Name / Nom P.O. Box / C.P. 000 City / Ville, Canada H0H 0H0		Example / Exemple	Cheque No. / N° de chèque 0000000
Pay to the order of / Payez à l'ordre de		"Void" « NUL »	\$ _____ Dollars
		Signature	
⑈ 9999 ⑈	⑆ 999999 ⑈ 9999 ⑆	999 ⑈ 9999 ⑈ 9 ⑈	
1	2	3	4

Instead of completing Part B, you can attach a blank cheque for your bank account with "VOID" written on it. DO NOT ENCLOSE ANYTHING OTHER THAN YOUR VOIDED CHEQUE WITH THIS FORM.

Au lieu de remplir la partie B, vous pouvez joindre un spécimen de chèque portant la mention « NUL » au recto. À L'EXCEPTION DE VOTRE SPÉCIMEN DE CHÈQUE, NE JOIGNEZ AUCUN AUTRE DOCUMENT AU PRÉSENT FORMULAIRE.

PART C - PARTIE C

Account Identifier (e.g. vendor code)
Identificateur de compte (p. ex. code de fournisseur)

NOTE:
If you are unsure what account identifier to use, contact the Government of Canada department with whom you do business.

NOTA :
Si vous ne savez pas quel identificateur de compte utiliser, communiquez avec le ministère avec lequel vous faites affaire.

PART D - PARTIE D

I, as an authorized representative of this business, grant the Receiver General for Canada the right to deposit future payment(s) directly into the bank account specified until further notice.

En tant que représentant(e) autorisé(e) de cette entreprise, j'accorde au receveur général du Canada le droit de déposer les prochains paiements directement dans le compte bancaire désigné, et ce, jusqu'à nouvel ordre.

Date (YYYYMMDD)
Date (AAAAMJJJ)

Signature of Authorized Representative
Signature du (de la) représentant(e) autorisé(e)

- ▶ Preferred Language / Langue de préférence
- English / Anglais Français / French