



REQUEST FOR STANDING OFFER

RETURN BIDS TO:

Bids must be submitted by email and must be submitted ONLY to the following email address:

soumission.bid@aadnc-aandc.gc.ca

aadnc.soumissionbid.aandc@canada.ca

**REQUEST FOR STANDING OFFERS
DEMANDE D'OFFRES À COMMANDES**

Proposal to DIAND:

We hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price(s) set out therefor.

| |
|--------------------|
| Vendor/Firm |
| Name |
| Address |
| Telephone Number |
| GST/HST Number |
| QST Number |

| | |
|---|---|
| Title English to French and/or French to English Translation and Ed | |
| Solicitation Number 1000218911 | |
| Date (YYYYMMDD) 2020-07-31 | |
| Solicitation Closes At 8:00 am | Time Zone Eastern Daylight Time (EDT) |
| On (YYYYMMDD) 2020-08-24 | |
| Standing Offer Authority | |
| Name Miriam Britel | |
| Telephone Number (873) 355-2463 | |
| Facsimile Number | |
| Email Address miriam.britel@canada.ca | |
| Destination(s) of Services Canada - Indigenous Services Canada | |
| Security THIS REQUEST INCLUDES SECURITY PROVISIONS | |
| Instructions: | |
| See Herein | |
| Delivery Required: | |
| See Herein | |
| Person Authorized to sign on behalf of Vendor/Firm | |
| Name | |
| Title | |

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

- 1.2.1 The Department of Indigenous Services Canada (ISC) requires access to a qualified professional firm ("Offeror") providing translation and editing services.

Through this competitive procurement process, ISC seeks to award four (4) Standing Offer Agreements (SOA). Each SOA will be valid for five (5) years from the date of award with the possibility to extend the period of the Standing Offer by up to two (2) additional one (1) year periods under the same terms and conditions.
- 1.2.2 The requirement is not subject to the trade agreements as per the following dispositions: World Trade Organization Agreement on Government Procurement (WTO-AGP), Canada - Chile Free Trade Agreement, Canada - Peru Free Trade Agreement, Canada-Colombia Free Trade Agreement and Canada Free Trade Agreement.
- 1.2.3 The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada, including locations that are subject to Comprehensive Land Claims Agreements (CLCAs).

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 180 days

2.2 Submission of Offers

2.2.1 Offers (and any amendments thereto) must be submitted only by Email to the following address: aadnc.soumissionbid.aandc@canada.ca by the date and time indicated on page 1 of the offer. ISC will not assume responsibility for bids (and any amendments thereto) directed to any other locations. Offers submitted by any other means will not be accepted.

2.2.2 The total size of the Email, including all attachments, **must not exceed 10 megabytes (MB)**. It is solely the Offeror's responsibility to ensure that the total size of the Email does not exceed this limit.

It is important to note that Email systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of Emails. It is solely the Offeror's responsibility to ensure that the Contracting Authority receives an offer on time, in the mailbox that has been identified for offer receipt purposes. Date stamps for this form of transmission are not acceptable.

2.2.3 Email Submissions

In the Email containing their offer, Offerors must clearly identify the RFSO number in the Subject Line and must clearly identify the following in the body of the Email:

- RFSO Number: 1000218911
- Contracting Authority: Miriam Britel
- Closing Date: August 24, 2020 at 8:00 am EDT
- Offeror's Name and Address
- "Offer Documents Enclosed"

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable

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the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the *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 FPSs in receipt of a pension, as applicable:

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;

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- 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 - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **ten (10)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Québec.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (One (1) electronic copy, in PDF format)
Section II: Financial Offer (One (1) electronic copy, in PDF format)
Section III: Certifications (One (1) electronic copy, in PDF format)

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use a numbering system that corresponds to that of the Request for Standing Offers.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

The method of invoice payment by Indigenous Services Canada is by direct deposit to the Contractor's financial institution of choice.

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

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

Section IV: Additional Information

3.1.3 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures

- 3.1.3.1** As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites 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

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- 3.1.3.2** The Company Security Officer must ensure through the Contract Security Program that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- 1.1 Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers (RFSO) including the technical and financial evaluation criteria.
- 1.2 An Evaluation Committee composed of representatives of ISC will evaluate the Offers.

4.2 DEFINITIONS

The following definitions apply all Mandatory Requirements and Point-Rated Criteria:

1. **“Offeror”** refers to the legal entity having submitted an Offer for evaluation, and which, if successful in the evaluation process, must execute the Standing Offer Agreement.
2. **“MUST”**, whether capitalized or not, refers to a requirement. In response to a Mandatory Requirement, failure on the part of the Offeror to provide the information or demonstrate it meets a requirement expressed by **“MUST”** within its Offer will result in the Offer being deemed non-compliant and no further consideration given. In response to a Rated Criterion, failure on the part of the Offeror to provide the information or demonstrate it meets a requirement expressed by **“MUST”** within its Offer will result in the Offer not being assessed any points.
3. **“Resource”** refers to the named individual(s) proposed by an Offeror (whether employed or subcontracted by the Offeror) to deliver Services under any resulting Standing Offer Agreement.
4. **“Should”** refers to a desired element. Failure on the part of the Offeror to provide the information requested by **“should”** within its Offer or to demonstrate that it meets the element expressed by **“should”** may result in the Offeror receiving less than full points on any Point-Rated Criteria. Offerors are encouraged to address all elements expressed by **“should”**.
5. **“Demonstrated”** is that which is independently verifiable, with clear demonstration of the outcomes of a given task, skill, ability, or other evaluation factor being demonstrated, and includes evidence of understanding any related underlying methodology and/or techniques as appropriate and provides sufficient details with regard to the above. Simply stating that a Resource or the Offeror has completed a task, or that a task was involved in a work engagement, will not necessarily be considered **“demonstrated”** and may not be considered to address the Mandatory Requirements. Similarly, a reiteration of the text of the Point-Rated Criteria, on its own, will not be eligible to receive points.

4.3 Mandatory Technical Criteria

Offerors' Offers must meet all Mandatory Requirements for the Offer to be considered for further evaluation. Failure on the part of the Offeror to meet any one (1) of these requirements will result in their Offer being deemed non-compliant, with the Offer being given no further consideration.

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) The Bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- (c) Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each Mandatory technical criterion should be addressed separately.

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- (d) Bidders are advised that responses only listing experience without providing supporting content to describe responsibilities, duties and relevance to ISC requirement, or reusing the same wording as the RFP, will not be considered “demonstrated” for the purposes of this evaluation.
- (e) Selection and evaluation is based on a “rules of evidence” approach, such that the Bidder’s Proposal is the sole demonstration of the Bidder’s capacity to fulfill the requirement, as described within the RFP. No prior knowledge of or experience with the Bidder on the part of the ISC Bid Evaluation Committee will be taken into consideration. The Bidder should provide complete details as to where, when, how and through which activities and/or responsibilities the stated qualifications and/or experience were obtained.
- (f) Bidders must clearly identify the section(s) or page(s) in their proposals that provide the evidence and supporting documentation for the ISC Evaluation Team to effectively evaluate the bid.
- (g) An evaluation team composed of representatives of Canada will evaluate the bids.

4.3.1 Technical Evaluation

4.3.1.1 Mandatory Technical Criteria

| Criterion # | Description of criterion | Bid preparation instructions | Offer Ref. Pg. # | MET | NOT MET |
|---------------------------------|--|---|------------------|-----|---------|
| M1 – Bidder’s experience | | | | | |
| M1.1 | The Bidder must hold a valid certification in Canada's Translation Services Standard (CAN/CGSB131.10-2008 or CAN/CGSB131.10-2017). | A copy of the certification must be provided with the bid. If the Contracting Authority determines that the Bidder has failed to include a copy of the certification as requested above, the Contracting Authority will give the Bidder 24 hours to submit one. | | | |
| M1.2 | The Bidder must have a minimum of five (5) years’ demonstrated experience in delivering English to French and French to English translation services (calculated at the closing date of the RFP). | The Bidder must provide, at a minimum, the following information for each translation project for which the related experience meets the requirements of evaluation criterion M1.2: <ol style="list-style-type: none"> 1. The purpose of the translations, the language of the original text and the target language. 2. The period of time over which the translation work was provided, in the following format: from (month/year) to (month/year). 3. The name of the client (company or government organization) for which the translation services were performed, and the name and current telephone number and/or email address of the | | | |

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| | | <p>client's representative who would be able to confirm the information provided by the Bidder.</p> <p>If the client's representative cannot be reached by the Contracting Authority or refuses to corroborate the information provided by the Bidder, the Contracting Authority will give the Bidder 24 hours to submit the name and contact information of a representative of the same client who would be able to confirm the information provided by the Bidder. If this second representative cannot be reached by the Contracting Authority or refuses to confirm the information in the bid, the information will not be considered in the calculation of years of experience.</p> | | | |
| <p>M1.3</p> | <p>The Bidder must have provided English-to-French or French-to-English translation services for a minimum of 10 documents of at least one (1) of the following types:</p> <ol style="list-style-type: none"> 1. Memoranda to Cabinet 2. Treasury Board Submissions of Canada 3. PowerPoint presentations 4. Engagement/consultation material | <p>The Bidder must provide, at a minimum, the following information for each translation project for which the related experience meets the requirements of evaluation criterion M1.3:</p> <ol style="list-style-type: none"> 1. The purpose of the translations, the language of the original text and the target language. 2. The type of document translated (one of four types required by evaluation criterion M1.3). 3. The name of the client (company or government organization) for which the translation services were performed, and the name and current telephone number and/or email address of the client's representative who would be able to confirm the information provided by the Bidder. <p>If the client's representative cannot be reached by the Contracting Authority or refuses to corroborate the information provided by the Bidder, the Contracting Authority will give the Bidder 24 hours to submit</p> | | | |

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| | | <p>the name and contact information of a representative of the same client who would be able to confirm the information provided by the Bidder. If this second representative cannot be reached by the Contracting Authority or refuses to confirm the information in the bid, the information will not be considered in the calculation of years of experience.</p> | | | |
| M2 – Experience of the Bidder’s proposed resources | | | | | |
| M2.1 | <p>Each person proposed as a reviser must be an accredited English-to-French translator who is a member in good standing of, and certified by, a provincial or territorial professional association affiliated with the Canadian Translators, Terminologists and Interpreters Council (CTTIC).</p> | <p>For each reviser proposed by the Bidder, a copy of the reviser’s professional association membership card for 2020 must be provided with the bid. Canada reserves the right to make any inquiries that may be necessary to ascertain that the person is a member in good standing.</p> <p>If the Contracting Authority determines that the Bidder has failed to include a copy of the certification as requested above, the Contracting Authority will give the Bidder 24 hours to submit one.</p> | | | |
| M2.2 | <p>The Bidder must propose resources who have a minimum of five (5) years of experience in the last ten (10) years in the provision of English-to-French translation services (years of experience will be calculated at the closing date of the Request for Proposal).</p> <p>All resources proposed by the Bidder must have provided translation services for at least all of the following types of documents:</p> <ol style="list-style-type: none"> 1. Briefing notes 2. Presentations, publications, reports or news releases | <p>For each proposed resource, the Bidder must provide, at a minimum, the following information to demonstrate the experience required by evaluation criterion M2.2:</p> <ol style="list-style-type: none"> 1. The purpose of the translations, the language of the original text and the target language. 2. The period of time over which the translation work was provided, in the following format: from (month/year) to (month/year). 3. The name of the client (company or government organization) for which the translation services were performed, and the name and current telephone number and/or email address of the client’s representative who | | | |

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| | <p>3. Memoranda of understanding</p> <p>The Bidder may propose different resources for M2.2, M2.3 and M2.4.</p> <p>A minimum of 6 resources must be proposed; there is no maximum.</p> | <p>would be able to confirm the information provided by the Bidder.</p> <p>If the client’s representative cannot be reached by the Contracting Authority or refuses to corroborate the information provided by the Bidder, the Contracting Authority will give the Bidder 24 hours to submit the name and contact information of a representative of the same client who would be able to confirm the information provided by the Bidder. If this second representative cannot be reached by the Contracting Authority or refuses to confirm the information in the bid, the information will not be considered in the calculation of years of experience.</p> | | | |
| <p>M2.3</p> | <p>The Bidder must propose resources who have a minimum of five (5) years of experience in the last ten (10) years in the provision of French-to-English translation services (years of experience will be calculated at the closing date of the Request for Proposal).</p> <p>All resources proposed by the Bidder must have provided translation services for at least all of the following types of documents:</p> <ol style="list-style-type: none"> 1. Briefing notes 2. Presentations, publications, reports or news releases 3. Memoranda of understanding <p>The Bidder may propose different resources for M2.2, M2.3 and M2.4.</p> <p>A minimum of 6</p> | <p>For each proposed resource, the Bidder must provide, at a minimum, the following information to demonstrate the experience required by evaluation criterion M2.3:</p> <ol style="list-style-type: none"> 1. The purpose of the translations, the language of the original text and the target language. 2. The period of time over which the translation work was provided, in the following format: from (month/year) to (month/year). 3. The name of the client (company or government organization) for which the translation services were performed, and the name and current telephone number and/or email address of the client’s representative who would be able to confirm the information provided by the Bidder. <p>If the client’s representative cannot be reached by the Contracting Authority or refuses to corroborate the information</p> | | | |

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| | <p>resources must be proposed; there is no maximum.</p> | <p>provided by the Bidder, the Contracting Authority will give the Bidder 24 hours to submit the name and contact information of a representative of the same client who would be able to confirm the information provided by the Bidder. If this second representative cannot be reached by the Contracting Authority or refuses to confirm the information in the bid, the information will not be considered in the calculation of years of experience.</p> | | | |
| <p>M2.4</p> | <p>The Bidder must propose resources who have a minimum of five (5) years of experience in the last ten (10) years in the provision of editing services in English, French or a combination of English and French (years of experience will be calculated at the closing date of the Request for Proposal).</p> <p>All resources proposed by the Bidder must have provided editing services for at least all of the following types of documents:</p> <ol style="list-style-type: none"> 1. Briefing notes 2. Presentations, publications, reports or news releases 3. Memoranda of understanding <p>The Bidder may propose different resources for M2.2, M2.3 and M2.4.</p> <p>A minimum of 6 resources must be proposed; there is no maximum.</p> | <p>For each proposed resource, the Bidder must provide, at a minimum, the following information to demonstrate the experience required by evaluation criterion M2.4:</p> <ol style="list-style-type: none"> 1. The purpose of the translations, the language of the original text and the target language. 2. The period of time over which the translation work was provided, in the following format: from (month/year) to (month/year). 3. The name of the client (company or government organization) for which the translation services were performed, and the name and current telephone number and/or email address of the client's representative who would be able to confirm the information provided by the Bidder. <p>If the client's representative cannot be reached by the Contracting Authority or refuses to corroborate the information provided by the Bidder, the Contracting Authority will give the Bidder 24 hours to submit the name and contact information of a representative of the same client who would be able to confirm the information provided by the Bidder. If this</p> | | | |

| | | | | | |
|--|--|---|--|--|--|
| | | second representative cannot be reached by the Contracting Authority or refuses to confirm the information in the bid, the information will not be considered in the calculation of years of experience. | | | |
|--|--|---|--|--|--|

4.3.1.2 Point-Rated Technical Criteria

Only those Offers meeting the above Mandatory Requirements will be deemed compliant and will be evaluated by the ISC Evaluation Committee on the basis of the Point-Rated Criteria (RT1 and RT2).

Offerors **MUST** meet a minimum score of 50% overall on Point-Rated Criteria RT1-RT2 inclusive in order to move to the next stage of evaluation.

| RT1 – Bidder’s experience | | | |
|----------------------------------|---|--|--|
| Criterion # | Description of criterion | Bid preparation instructions | Point allocation |
| RT 1 | <p>The Bidder’s translation job-tracking procedures ensure that all of the following steps, including computerized tracking at steps 3 and 4 of the process, are completed on time:</p> <ol style="list-style-type: none"> 1. Initial processing of the translation request 2. Assignment of the translation request to the translator 3. Quality assurance in accordance with <u>SW4 Response Time and Deliverables</u>, Annex A – Statement of Work 4. On-time delivery of the completed translation to the client | <p>The Bidder must provide a detailed report on its job-tracking procedures.</p> | <p>Points will be awarded as follows:</p> <p>The procedures are not clearly defined or do not cover all the steps identified under RT1, or there are no computerized tracking procedures: 0 points</p> <p>Or</p> <p>Clearly defined job-tracking procedures for each of the four steps in the process, including computerized tracking at steps 3 and 4 of the process, based on one of the following options:</p> <p>Simple computerized tracking system using a spreadsheet: 25 points</p> <p>Or</p> <p>Computerized tracking system using an electronic project planning and management tool: 35 points</p> <p>Or</p> <p>Computerized tracking system using a dedicated</p> |

| | | | |
|-----|---|--|--|
| | | | <p>integrated tracking system: 50 points</p> <p>Maximum points available: 50</p> |
| RT2 | <p>The Bidder should provide information for two clients for whom translation services have been provided in the last three years and who will be contacted to confirm their satisfaction with the editing and translation services previously provided, including reliability, preparation and responsiveness.</p> <p>In corroborating the information regarding the translation and editing projects proposed by the Bidder, Canada will use the validation form below.</p> | <p>The Bidder must provide, at a minimum, the following information for each translation project for which the related experience meets the requirements of evaluation criterion RT2:</p> <ol style="list-style-type: none"> 1. The purpose of the translations, the language of the original text and the target language. 2. The period of time over which the translation work was provided, in the following format: from (month/year) to (month/year). 3. The name of the client (company or organization) for which the translation services were performed, and the name and current telephone number and/or email address of the client's representative who would be able to confirm the information provided by the Bidder. <p>If the client's representative cannot be reached by the Contracting Authority or refuses to corroborate the information provided by the Bidder, the Contracting Authority will give the Bidder 24 hours to submit the name and contact information of a representative of the same client who would be able to confirm the information provided by the Bidder. If this second representative cannot be reached by the Contracting Authority or refuses to confirm the</p> | <p>Points will be awarded as follows:</p> <p>Good references: 10 points</p> <p>Poor references: 0 points</p> |

| | | | |
|--|--|--|---------------|
| | | information in the bid, the information will not be considered in the calculation of years of experience. | |
| Total (Minimum pass mark of 50%, or 25 points) | | | ___/50 points |

*** Reference Form**

| | | | |
|---|----------------------|------------|-----------|
| Bidder name : | | | |
| Name of organization services were provided to | | | |
| Contact name and email address within the organization | Contact name: | | |
| Project deliverables and or services rendered | Email: | | |
| | | Yes | No |
| a) Has this bidder provided English to French and French to English translation and editing services? | | | |
| b) Was the bidder able to meet all required deadlines? | | | |
| c) Did the bidder deliver final products of a quality that you would define as excellent? | | | |
| d) Did the bidder work with you to meet your needs in a professional manner that you would define as excellent? | | | |
| e) Was service on an urgent basis - i.e. service required within 24 hours – required as part of the English to French and French to English translation services? | | | |
| f) If yes, was the bidder able to meet the turnaround time while providing high-quality translations? | | | |
| g) Would you hire this company again to provide English to French and French to English translation and editing services? | | | |
| Signature : _____ Date: _____ | | | |

4.4 Financial Evaluation

1. SACC Manual Clause [MO220T](#) (2016-01-28), Evaluation of Price
2. Offerors meeting ALL Mandatory Requirements and meeting the mandatory minimum score of 50% over Point-Rated criteria will be evaluated on the basis of their Financial Offer.
3. The Financial Evaluation will be carried out by the Contracting Authority independent of the ISC Evaluation Committee responsible for rating the Technical Offer. Financial Offers will be evaluated based on the methodology detailed below.
4. All of the information required in this section **MUST** appear in the Offeror's Financial Offer ONLY.
5. Failure on the part of the Offeror to provide the information required within the Financial Offer Table(s) will result in ISC deeming the Offeror's Offer to be non-compliant, with the Offer being given no further consideration by ISC.
6. Within the Financial Proposal, using the table below, Offerors **MUST** indicate the fixed per word rates and fixed per hourly rates (\$CAD), for the initial contract period and for the option year periods of the Standing Offer Agreement (SOA). The applicable rate category (regular per-word or urgent/rush per-word or regular hourly or urgent/rush hourly) will be identified in the resulting call up document.
7. The fixed all-inclusive per word rates and the fixed per hourly rates **MUST** be inclusive of all payroll, overhead costs and profits required for the proposed individual to complete the work. **Note:** Fixed per word rates and fixed per hourly rates are not to be quoted as ranges.
8. The Offeror's all-inclusive rates shall be exclusive of the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) and expenses. Any amounts for taxes will be added at time of any Call-up award.
9. **For financial evaluation purposes, the average of the fixed per word rates and the fixed per hourly rates quoted will be used.**
 - **Regular Translation** - "A translation with a delivery period in excess of one day, allowing completion of the work during normal business hours."
 - **Urgent/Rush Translation** - "A translation with a delivery period shorter than that of a regular translation."
 - **Normal Working Hours:** For the purposes of this Standing Offer, normal working hours are defined as Monday to Friday, 8:00 a.m. to 5:00 pm., with the exception of statutory holidays.
 - **Statutory Holiday:** For the purposes of this Standing Offer, a statutory holiday means New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.

Financial Table

The Bidder must complete this pricing schedule and include it in its financial bid. The Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all-inclusive fixed rate for each of the categories identified.

| Category | <u>Period 1</u> Initial Contract Award to 5 years later <i>(To be identified at contract award)</i> (A) | <u>Period 2</u> Option Year 1 <i>(To be identified at contract award)</i> (B) | <u>Period 3</u> Option Year 2 <i>(To be identified at contract award)</i> (C) | Average Rates (in CAD \$) (D=[A+B+C]/3) (D) |
|--|--|--|--|--|
| Translation Services – <u>Regular</u> English to French or French to English | \$/word | \$/word | \$/word | \$ |
| Translation Services – <u>Urgent</u> English to French or French to English | \$/word | \$/word | \$/word | \$ |
| Editing Services – <u>Regular</u> French or English | \$/hour | \$/hour | \$/hour | \$ |
| Editing Services – <u>Urgent</u> French or English | \$/hour | \$/hour | \$/hour | \$ |
| Total Average Rate | | | | \$ |

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

4.5 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 25 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 50 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

In the event that more than one (1) offeror has the same total score, the offeror with the Highest Technical Score will be ranked higher.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

5.2.3.2 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**6.1 Security Requirements**

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**A. STANDING OFFER****7.1 Offer**

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

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

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Secret** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level of **Secret** during the lifetime of the contract.
3. The Contractor and its personnel requiring access to **PROTECTED/ CLASSIFIED** information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Secret**.
4. The Contractor **MUST NOT** possess or safeguard **PROTECTED/ CLASSIFIED** information/assets at their organization's premises until written permission from the security in contracting team of Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of **Secret**.
5. The Contractor **MUST NOT** remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restrictions.
6. The Contractor **MUST NOT** utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information until written permission from the security in contracting team of ISC. After permission has been granted, these tasks may be performed up to the level of **Secret**
7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of ISC.
8. Any substitute or alternate resource proposed for this contract:
 - a) must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada; and,
 - b) must hold a valid GoC Security Screening at the level of **Secret**, before gaining access to designated information or assets.
9. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.

10. This contract only has force or effect for as long as the Security Screening at the level **Secret** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.
11. The Contractor must comply with the provisions of the:
 - a) Security Requirements Agreement, attached as Annex C; and
 - b) Policy on Government Security <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

7.2.2 Offeror's Sites or Premises Requiring Safeguarding

- 7.2.2.1 Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and proposed individuals' sites or premises for the following addresses:

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

- 7.2.2.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and individual(s) hold a valid security clearance at the required level.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

7.3.1 General Conditions

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award to March 31, 2025.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year option period under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Miriam Britel
Senior Procurement Officer
Indigenous Services Canada (ISC)
Materiel and Assets Management Directorate
10 Wellington Street, 13th Floor
Gatineau, QC K1A 0H4

Telephone: 873-355-2463
Facsimile: 819-953-7721
E-mail address: miriam.britel@canada.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority (TBD at SOA award)

The Project Authority for the Standing Offer 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 will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative (TBD at SOA award)

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

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer are employees of Indigenous Services Canada (ISC).

7.8 Number of Standing Offers

ISC seeks to award four (4) Standing Offer Agreement (SOA) to qualified Firm.

7.9 Call-up Allocation

7.9.1 Call-ups against the Standing Offer will be issued by the Standing Offer Authority or the Project Authority (as applicable) on a proportional basis such that the highest-ranked Offeror receives the largest predetermined portion of the work and the second highest-ranked Offeror receives the second largest predetermined portion of the work, etc.

7.9.2 Where up to four (4) Standing Offers are awarded, the Call-up assignment will be as follows:

| Highest Ranking Standing Offer | Percentage of distribution of RFSO total value | Total value of each Standing Offer (Appl. Taxes Excl.) |
|--------------------------------|--|--|
| SO - 1 | 50% | \$3,250,000.00 |
| SO - 2 | 25% | \$1,625,000.00 |
| SO - 3 | 15% | \$975,000.00 |
| SO - 4 | 10% | \$650,000.00 |

7.9.3 If the number of compliant Offers is less than indicated above, the allocation percentages will be adjusted accordingly. Call-up selection will be determined on a best suited basis.

7.9.4 The applicable Departmental Authority will monitor Call-up activities to ensure work is allocated in accordance with the predetermined work distribution.

7.10 Call-up Procedures

7.10.1 Offerors will be contacted directly as described in 7.9.1 above.

7.10.2 The Project Authority will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.

7.10.3 The Offeror will prepare and submit a proposal for the Work as required by the Project Authority. The proposal shall include a cost quotation established by utilizing the applicable rates as shown in the Basis of Payment, Annex "B", a schedule indicating completion dates for major Work

activities and submission dates for deliverables/reports. The proposal must be submitted to the Project Authority within three (3) business days of receiving the request.

- 7.10.4** Failure by the Offeror to submit a proposal in accordance with the time frame specified in 7.10.3 above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Offer. The Offeror will then be by-passed and the Standing Offer Authority or the Project Authority (as applicable) will send the request to the next Offeror. This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.
- 7.10.5** The Standing Offer Authority and the Project Authority reserve the right to request references from the available Offeror to conduct a reference check to verify the accuracy of similar work previously performed. Should the reference(s) provide negative feedback in relation to the information provided, the Standing Offer Authority or the Project Authority (as applicable) reserves the right to go to the next Offeror.
- 7.10.6** Upon acceptance by the Project Authority of the Offerors proposal for the services, the Offeror will be authorized by the Standing Offer Authority to proceed with the Work through the issuance of a duly completed and signed Call-up against a Standing Offer.
- 7.10.7** The Offeror shall not commence Work until the Call-up against a Standing Offer has been signed by the Standing Offer Authority. The Offeror acknowledges that any and all Work performed in the absence of a Call-up against a Standing Offer Agreement signed by the Standing Offer Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.

7.11 Call-up Instrument

The Work will be authorized or confirmed using form 942, Call-up against a Standing Offer.

7.12 Limitation of Call-ups - removed

7.13 Financial Limitation - removed

7.14 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions [4007](#) (2010-08-16): Canada to Own Intellectual Property Rights in Foreground Information
- e) the general conditions [2010B](#) (2020-05-28) General Conditions - Professional Services (Medium Complexity)
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment
- h) Annex C, Security Requirements Check List and Security Requirements Agreement;
- i) the Offeror's offer dated _____ (TBD),

7.15 Certifications and Additional Information

7.15.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.16 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Québec.

7.17 SACC Manual Clauses

M3020C (2016-01-28) Status of Availability of Resources - Standing Offer

A7017C (2008-15-12) Replacement of Specific Individuals

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010B (2020-05-28) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by indigenous Services Canada (ISC); and
- b) Section 10, Subsection 1 is amended as follows:

Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."

Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."

- c) Section 10, Subsection 2, paragraph a. is amended as follows:

Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)"

Insert: "the contract title and number, the date, deliverable/description of the Work and financial code(s)"

7.2.2 Supplemental General Conditions

4007 (2010-08-16) - Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

7.2.3 SACC Manual Clauses - removed

7.3 Term of Contract

7.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

7.3.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment at Annex "B".

7.5.2 Limitation of Expenditure – Professional fees

1. Canada's total liability to the Contractor under the Contract must not exceed \$_ (To be identified at SOA award). _____ Applicable Taxes are extra on professional fees only
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.5.4 Electronic Payment of Invoices – Call-up

The method of invoice payment by Crown-Indigenous Related and Northern Affairs Canada is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Department of Indian Affairs and Northern Development Electronic Payment Request form

https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545_1362495227097_eng.pdf and submit the form to the address provided.

7.5.5 T1204 - Direct Request by Department

Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

7.6 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices;
 - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.7 Insurance

SACC *Manual* clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

7.8 Federal Contractors Program for Employment Equity - Default by the Contractor - removed

ANNEX "A" STATEMENT OF WORK

English to French and/or French to English Translation and Editing

SW1 Background

Indigenous Services Canada (ISC) frequently requires translation of various secret Government documents such as but not limited to Cabinet and Parliamentary documents. The services are required on regular and/or urgent basis.

The documents that require translation serve to advance issues related to the K-12 Education Programs, the Post-Secondary Education Program, and Partnerships with Indigenous organizations and communities, provinces/territories, municipal governments and non-governmental organizations, as well as consultation of stakeholders;

These documents are produced following Treasury Board Secretariat (TBS) instructions and guidance as well as in accordance with the *Official Languages Act*.

Some of these documents are tabled in the House of Commons and the Senate for parliamentarians. Some of these documents are presented to Cabinet and Treasury Board for approval and funding of policies and programs. Some of these documents will also be used for engagement and public communication purposes.

Due to the Government of Canada's current shift to a "delivery and results" framing, TBS guidance is subject to change this cycle.

SW2 Objective

The objective is to acquire translation and editing services. The work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The services are required on regular and/or urgent basis.

In order to attain a high quality translated/editing document, it is expected to receive professional services for:

Secret Government Documents

- translation of the original documents from English to French or French to English;
- concordance revision between the final French and the final English versions;
- translation and editing of various documents on a regular or urgent basis.

SW3 Scope of Work

1. Requirements

- The Contractor must be familiar with the content and the format of Government documents such as Memoranda to Cabinet, Memoranda of Understanding, Treasury Board Submissions, Settlement Agreements, etc.

- Because these processes are time-sensitive and unforeseen, last-minute adjustments are common, the Contractor will be required to provide translation and editing services promptly and, at times, outside of working hours, during week days and off hours (which could include requests after 5:00pm). The Contractor must be available to respond by email within a short turn-around (within 24 hours) to any requests associated with the contract. (e.g. emails).

2. Body of Work

Based on previous work, it is estimated that the final English version of the following documents (but not limited to) will have an average word count of approximately:

- 20,000 words for a Memorandum to Cabinet;
- 35,000 words for a Treasury Board Submission;
- 2,000 words for a Power-Point Presentation.

Based on previous work, it is estimated that the final French version of the following documents will have an average word count of approximately:

- 22,000 words for a Memorandum to Cabinet;
- 37,000 words for a Treasury Board Submission;
- 2,200 words for a Power-Point Presentation.

The inclusion of volumetric data does not represent a commitment by Canada. Canada's future estimated usage of the services will be identified in the authorized call-up against standing offer agreement.

SW4 Response Time and Deliverables

Response times:

- Urgent request are expected to be processed and delivered within 24 hours.
- Regular requests are expected to be processed and delivered within 10 business days.

Timelines will depend on the policy development cycle and the engagement timeline followed by ISC.

Client Expectations:

- The translation will be done using common and standardized language specific to government.
- The review of the English or French translation will be done by one person. The review will aim to ensure the consistency of the translation, while respecting the common government language.
- The concordance of the final documents will be done to ensure the final products match.

Linguistic Quality and Consistency in Terminology

The quality of the work delivered under the Contract must meet the following criteria and must be to the satisfaction of the Project Authority. The Contractor must

- use a quasi-legal style and appropriate level of language that accurately renders the message of the source text;

- ensure that the work contains standardized, consistent terminology when using the services of more than one reviser;
- deliver work that is free of errors. Errors include, but are not limited to, the following:

a. ACCURACY

- Mistranslation
- Shift in meaning
- Unwarranted omission
- Unwarranted addition
- Ambiguity
- Illogical rendering
- Lack of clarity
- Improper use of terminology

b. LANGUAGE

- Syntax (improper sentence construction)
- Calque (expression borrowed by one language from another in a more or less literally translated form)
- Undertranslation/overtranslation
- Improper use of prepositions, conjunctions, adverbs or pronouns
- Grammar (lack of agreement, incorrect verb use)
- Usage, including:
 - 1) improper usage
 - 2) Anglicism (words or phrases borrowed from English)
 - 3) incorrect collocation
 - 4) substandard usage (language error where a non-standard or incorrect word is used)
 - 5) improper choice of words and expressions
 - 6) Typography (failure to comply with typographical conventions or punctuation or capitalization rules; typos; errors in figures)

c. STYLE AND ADAPTATION

- Awkward rendering
- Poor formulation
- Word-for-word translation
- Non-idiomatic rendering (turn of phrase that would not be used by a native speaker)
- Incorrect adaptation of any of the following with respect to the end user: tone, conciseness and level of language

d. OFFICIAL TITLES AND TERMINOLOGY

Incorrect use of the following:

- a. Official titles;
- b. Acronyms;
- c. Terminology;
- d. Client usage;
- e. Lack of consistency.

e. FORMATTING

Problems with the following:

- a. Layout;
 - b. Alignment of paragraphs and headings;
 - c. Translation does not mirror the original as regards the following: tables, charts, tables of contents, bibliographies;
 - d. Incorrect hypertext links;
 - e. Consistency.
- deliver work in the application, format, style and layout of the source document used by the Project Authority unless otherwise requested in the Task Authorization. In addition, the following conditions must be adhered to:
 - 1) No conversions will be accepted in any form. Consequently, it will not be possible to convert the document from one type of system to another (for example, from a Macintosh to an IBM-compatible system) or to save texts in an earlier or later version of the application(s) used for the source document.
 - 2) The Contractor must use virus detection and elimination systems and take the necessary measures to ensure the delivery of its translations on electronic media or systems free of viruses.
 - 3) The Contractor must not use unauthorized codes in word processing, tables, etc.

Quality Control:**Bidders must:**

- Process all documents to be translated and/or edited and revised within the turnaround times indicated above. Services include terminology research;
- Ensure that all texts are reviewed for quality;
- Ensure the consistency of large documents by limiting, as far as is reasonable, the number of different resources working on the same request and by providing an overall review of the complete document to ensure a consistent level of quality;
- Ensure that the meaning of the translated version conforms to that of the original in all respects, including proper terminology;
- Wherever possible, allocate the same resources to documents from the same divisions or branches;
- Ensure that standardized, consistent terminology is used when more than one resource is involved in the work;
- Ensure that the final version of the document has been checked with spell-checking software and that it does not contain any spelling errors.

SW5 Deliverables

- French versions of these documents that are professionally translated and fully reviewed;
- English versions of these documents that are professionally translated and fully reviewed.

SW6 Technical Specifications

Documents shall be exchanged between the Contractor and ISC on an encrypted USB key, or by e-mail if the classification allows it, in Word, Excel, PowerPoint or other similar software in order to be able to copy and paste into other types of documents.

SW7 Work Location and Services

- The work shall be performed at the Contractor's own place of business.

- The work shall be delivered to the ISC office located in Gatineau, QC.
- ISC may require that a translator to come to ISC offices to do translation while the Contractor's IT security clearance is pending inspection with the Public Services and Procurement Canada Security Branch.

SW8 Departmental Support

ISC will assist the Contractor with the following information:

- Draft documents to be edited, translated, and reviewed;
- Access to any other materials relevant to these services.

ANNEX "B"
BASIS OF PAYMENT

| Category | <u>Period 1</u> Initial Contract Award to 5 years later <i>(To be identified at contract award)</i> (A) | <u>Period 2</u> Option Year 1 <i>(To be identified at contract award)</i> (B) | <u>Period 3</u> Option Year 2 <i>(To be identified at contract award)</i> (C) |
|--|--|--|--|
| Translation Services – <u>Regular</u> English to French or French to English | \$/word | \$/word | \$/word |
| Translation Services – <u>Urgent</u> English to French or French to English | \$/word | \$/word | \$/word |
| Editing Services – <u>Regular</u> French or English | \$/hour | \$/hour | \$/hour |
| Editing Services – <u>Urgent</u> French or English | \$/hour | \$/hour | \$/hour |
| Contract Amount for Period 1, 2 and 3 | | | \$ (TO BE IDENTIFIED AT CONTRACT AWARD) |
| Applicable Taxes (GST, HST, PST): | | | \$ (TO BE IDENTIFIED AT CONTRACT AWARD) |
| TOTAL FOR PERIOD 1 AND 2: | | | \$ (TO BE IDENTIFIED AT CONTRACT AWARD) |

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST AND SECURITY REQUIREMENT AGREEMENT

Affaires autochtones et Développement du Nord Canada / Aboriginal Affairs and Northern Development Canada

Contract Number / Numéro du contrat
1000218911
Security Classification / Classification de sécurité
Unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL) / LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région
BMU/ESDPPP/CFRS/SPP/NCR

2. Contract type / Type de contrat
Non-Competitive / Non-compétitif Competitive / Compétitif
Type: **X**

3. Brief Description of Work / Brève description du travail
Translation from English to French and French to English on Government documents (MC, TBS, Power-Point Presentation...)

4. Contract Amount / Montant du contrat
1,000,000.00

5. Contract Start and End date / Date de début et de fin du contrat
Date of award to / 2025/03/31

6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement):

7. Will the supplier require / Le fournisseur aura-t-il:

7.1 access to PROTECTED and/or CLASSIFIED information or assets? / accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

7.2 an access card to AANDC premises? / besoin d'une carte d'accès aux bureaux d'AANDC? No / Non Yes / Oui

7.3 access to the departmental computer network? / accès au réseau informatique du Ministère? No / Non Yes / Oui

(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)

PART B - SAFEGUARD OFF-SITE COMPANY / PARTIE B - MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNE)

PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS

8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises? / Le fournisseur sera-t-il tenu de recevoir/entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

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

9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information? / Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles? No / Non Yes / Oui

9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties? / Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec d'autres parties? No / Non Yes / Oui

If yes, specify: / Si oui, spécifiez:

a) Email transmission / Transmission par courrier électronique: No / Non Yes / Oui

b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc): No / Non Yes / Oui

c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix): No / Non Yes / Oui

9.3 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*? No / Non Yes / Oui

* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone) / Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télicopieur sécurisé)

10. SUMMARY CHART / TABLEAU RÉCAPITULATIF

| Category / Catégorie | Please refer to question / Veuillez vous référer à la question | PROTECTED / PROTÉGÉ | | | CLASSIFIED / CLASSIFIÉ | | |
|--|--|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|-------------------------------------|--------------------------|
| | | A | B | C | CONFIDENTIAL / CONFIDENTIEL | SECRET | TOP SECRET / TRÈS SECRET |
| Information / Assets / Renseignements/Biens | 7.1 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Information / Assets (off site) / Renseignements/Biens (extérieur) | 8 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| IT Information / Assets (off site) / Renseignements/Biens TI (extérieur) | 9.1 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| IT Transmission - email / Transmission TI - courriel | 9.2 a) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| IT Transmission - other / Transmission TI - autre | 9.2 b) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Remote Access to Network / Connexion à distance au réseau | 9.2 c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| COMSEC | 9.3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

PART C - PERSONNEL / PARTIE C - PERSONNEL

| | | | | |
|--|--|--|--|---|
| 11.1 Personnel Security Screening Level Required Niveau d'enquête de la sécurité du personnel requis : requis | <input type="checkbox"/> Reliability/ Fiabilité | <input type="checkbox"/> Confidential/ Confidentiel | <input checked="" type="checkbox"/> Secret | <input type="checkbox"/> Top Secret/ Très secret |
| 11.2 May unscreened personnel be used for portions of work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? | <input checked="" type="checkbox"/> No Non | <input type="checkbox"/> Yes Oui | <input type="checkbox"/> N/A / Non requis | |
| 12. 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? | <input checked="" type="checkbox"/> No Non | <input type="checkbox"/> Yes Oui | | |
| <input checked="" type="checkbox"/> Government of Canada / <input checked="" type="checkbox"/> Gouvernement du Canada | | | Contract Number / Numéro du contrat 1000218911 Security Classification / Classification de sécurité Unclassified. | |

| PART D - AUTHORIZATION / PARTIE D - AUTORISATION | | | |
|---|---|--|-------------------------------------|
| 13. Organization Project Authority / Chargé de projet de l'organisme | | | |
| Name (print) - Nom (en lettres moulées) <i>Kixanne Millar</i> | Title - Titre <i>MANAGER, Bmu ESOP/CSA/SA</i> | Signature <i>[Signature]</i> | |
| Telephone No. - N° de téléphone <i>819-639-1963</i> | Facsimile No. - N° de télécopieur - | E-mail address - Adresse courriel <i>Kixanne.millar@canada.ca</i> | Date <i>Jan 17, 2020</i> |
| 14. Organization Security Authority / Responsable de la sécurité de l'organisme | | | |
| Name (print) - Nom (en lettres moulées) <i>Jonathan Coulombe-Leduc</i> | Title - Titre <i>Contract Security Officer</i> | Signature <i>[Signature]</i> | |
| Telephone No. - N° de téléphone <i>819-665-7134</i> | Facsimile No. - N° de télécopieur - | E-mail address - Adresse courriel <i>Jonathan.coulombe-educ@Canada.ca</i> | Date <i>2020/05/14</i> |
| 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? | | | |
| | | <input type="checkbox"/> No Non | <input type="checkbox"/> Yes Oui |
| 16. Procurement Officer / Agent d'approvisionnement | | | |
| Name (print) - Nom (en lettres moulées) <i>Miriam Britel</i> | Title - Titre <i>Senior Procurement Officer</i> | Signature <i>[Signature]</i> | |
| Telephone No. - N° de téléphone <i>873-355-2463</i> | Facsimile No. - N° de télécopieur - | E-mail address - Adresse courriel <i>miriam.britel@canada.ca</i> | Date <i>May 13, 2020</i> |
| 17. Contracting Security Authority / Autorité contractante en matière de sécurité | | | |
| Name (print) - Nom (en lettres moulées) <i>Alexandre Pare-Mondeneil</i> | Title - Titre <i>Manager Security Operations</i> | Signature <i>[Signature]</i> | |
| Telephone No. - N° de téléphone <i>319 997-3767</i> | Facsimile No. - N° de télécopieur - | E-mail address - Adresse courriel <i>alexandre.pare-mondeneil@canada.ca</i> | Date <i>2020/05/14</i> |

Security Requirements Agreement

Company name: _____
 Request for standing offer: 1000218911
 Standing offer: _____

1. Physical Security Transportation and Safeguard Requirements

It is important to properly safeguard sensitive information. This will assist in reducing the risk of unauthorized access, disclosure or compromise of **Sensitive** information.

1.1 Physical Safeguards:

The **Protected and/ or confidential and/ or Secret** documents must be safeguarded in a locked security container with access restricted to the contractor only.

| | Protected A | Protected B | Confidential/Secret |
|------------------|---|---|--|
| Container | Key locked container | Dial lock container | Dial lock container |
| Facility | Restricted access room within office/home | Restricted access room within office/home | Restricted access room within office/home Monitoring system |

Definitions:

Protected information: Information for which unauthorized disclosure, destruction, interruption, removal or modification could reasonably be expected to cause injury to an individual, organization or government which lies outside the national interest.

Protected A: Could cause injury. A few examples: Personal data such as names, birth dates, home address and telephone number, linguistic profiles, salary figures, Social Insurance Numbers.

Protected B: Could cause serious injury. A few examples: Several Protected A information compiled, business or client information such as: commercial financial, scientific, or technical information, loss of competitive advantage, legal opinion, medical record.

Classified :Confidential: Information for which the unauthorized disclosure, destruction, interruption, removal or could cause injury to the national interest.

Classified: Secret information: Information for which unauthorized disclosure, destruction, interruption, removal or modification could cause serious injury to the national interest. Example: Cabinet documents.

1.2 **Transportation**

1.2.1 Transportation of Paper Records:

- **Protected and/ or confidential and/ or Secret** documents must be securely packaged in folders carried in an approved locked briefcase.
- Sensitive information must be kept under the constant control of the contractor, including during meals and during travel.
- While on contractor premises, portable media devices containing sensitive information are equivalent to paper records and are to be physically stored within an appropriate security container such as those listed above.

1.2.2 Prevention Tips While in Transit:

- Prior to travel: Make an inventory of information.
- Public Areas: Sensitive information must never be read, displayed, discussed or used in public areas.
- Overnight Stopovers: Information is not to be left unattended.
- Travelling by Car: Locked in trunk while travelling. Never to be left unattended in vehicle.
- Travelling by Air: Bring with you as a carry-on.
- Hotels/Conference Centers: Be careful about sensitive conversations in hotel conference rooms.
- Never use hotel reception staff or devices to fax, receive or copy sensitive information. Ensure all participants have the proper security clearance and the need-to-know.
- In the event a device or a document is lost or stolen, it must be reported immediately to the Department.

1.2.3 Discussion:

- Sensitive information must never be read, displayed, discussed or used in public areas.
- Be careful about sensitive conversations in hotel conference rooms. Ensure everyone in the conference room has the proper security screening level, the need-to-know and that the door is closed.
- Do not use a wireless device to discuss sensitive matters. Use a wired telephone to discuss **Sensitive** matters. You can't discuss confidential and/or secret information over the phone.

2. IT Security Requirements

Production and storage of **Protected and/ or confidential and/ or Secret** data outside of the departmental premises must be done as per the following to ensure that the data remains secure at all times.

2.1 Electronic Storage

- Store **Protected and/ or confidential and/ or Secret** electronic documents on encrypted removable media (USB key) that use approved Government of Canada standards (FIPS 140-2 or above (ex: FIPS 140-3) certified removable media device, encrypted with AES 128, 192 or 256 bit algorithm and not be copied to a device which does not meet these requirements. <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>)
- Select strong passwords for your encrypted USB keys. The level of protection provided by such devices is directly related to the strength of the password chosen.

2.2 Electronic Possession, Transportation and Processing

When there is a requirement for the contractor to transport, process or electronically store departmental information, the contractor must ensure that the data remains secure at all times no matter what level of confidentiality the information is by adhering to the following requirements:

- Computing devices used to process data are equipped with up to date anti-virus software which is configured to automatically receive and install product updates;
- Computing devices used to process data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates;
- Computing devices are protected by a firewall which can be a network perimeter firewall appliance or host based firewall application installed on the computer (note: a standard router only device is not considered a substitute to a firewall);

- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards (refer to <https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006>)
Departmental data must be stored on a FIPS 140-2 or above certified removable media device that is encrypted with AES 128 bit algorithm or higher (refer to <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm> for a list of certified devices); and
- Portable storage devices must be labeled to indicate the highest classification or designation level of information stored on the device.

2.3 Electronic Transmission of Departmental Data

The electronic transmission of confidential and secret documents is not allowed. Electronic transmission of Protected data between the Contractor and the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) must be done as per the following approved method based on the level of sensitivity of the information. The contractor may use a combination of these transmission methods in order to share information with CIRNAC/ISC's personnel. The use of electronic transmission methods other than those listed below is prohibited.

| Classification Level | CIRNAC/ISC Approved Transmission Methods | Requirements |
|----------------------|--|--|
| Protected A | Email | <p>The Contractor can transmit Protected A Data to CIRNAC/ISC personnel via email as long as the following requirements are met:</p> <ul style="list-style-type: none"> • The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc); • Each user has their own corporate e-mail account which is protected with a username and password; and • Email server communication is protected with TLS encryption. |
| | Fax | <p>The Contractor can transmit Protected A Data to CIRNAC/ISC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> • The sending fax machine is located on the contractor's premises; • The sender contacts the recipient to confirm fax number and advise recipient of incoming fax; • Recipient is present at the fax machine ready to receive fax; and • Sender obtains confirmation from sender of receipt. |
| | Wireless Communications | <p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> ▪ The administrator user name and password must be |

| | | |
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| | | <p>changed from their default values;</p> <ul style="list-style-type: none"> ▪ The network name (SSID) has been changed from its default value; and ▪ WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> • Must be 8 characters or longer; • Have at least one upper case character; • Have at least one lower case character; • Have at least one numeric character; and • Have at least one allowed special character |
| <p>Protected B</p> | <p>Encrypted and Digitally Signed eMail</p> | <p>The Contractor can transmit Protected B Data to CIRNAC/ISC personnel via email as long as the messages and/or attachments are encrypted and the following requirements are met:</p> <ul style="list-style-type: none"> • The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc); • Each user has their own corporate e-mail account which is protected with a username and password; • The contractor has an approved Public Key Infrastructure (PKI) certificate that is compatible with the Government of Canada (GoC) PKI services; and • Entrust software is installed on the contractor's PC/laptop and utilized to encrypt the email using the following settings: <ul style="list-style-type: none"> • One of the following encryption algorithms is used: <ul style="list-style-type: none"> ▪ 3DES-168 Bit or higher ▪ AES-128 Bit or higher • Digitally signed with one of the following algorithms: <ul style="list-style-type: none"> ▪ RSA (Rivest, Shamir, Adleman) ▪ DSA (Digital Signature Algorithm) ▪ ECDSA (Elliptic Curve Digital Signature Algorithm) • One of the following Hash functions is used in the generation of digital signatures: <ul style="list-style-type: none"> • SHA-224 • SHA-256 • SHA-384 • SHA-512 |
| | <p>Wireless Communications</p> | <p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> |

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| | | <ul style="list-style-type: none"> ▪ The administrator user name and password must be changed from their default values; ▪ The network name (SSID) has been changed from its default value; and ▪ WPA2 encryption with an AES algorithm enabled WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> • Must be 12 characters or longer; • Have at least one upper case character; • Have at least one lower case character; • Have at least one numeric character; and • Have at least one allowed special character |
| | Fax | <p>The Contractor can transmit Protected B Data to CIRNAC/ISC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> • The sending fax machines is located on the contractor's premises; • The sender contacts the recipient to confirm fax number and advises recipient of incoming fax; • Recipient is present at the fax machine ready to receive fax; and • Sender obtains confirmation from sender of receipt. |

3. Inspection

An authorized representative of the Government shall have the right to inspect, at reasonable intervals, the Contractor's methods and facilities for compliance with the Policy on Government Security requirements and this Agreement. The Contractor shall cooperate with the authorized representative and provide such information as the authorized representative may require in regard to any such inspections. Should the Government determine that the Contractor is not in compliance, it shall submit a written report to the Contractor advising of the deficiencies and follow-up on the deficiencies until they are rectified to the satisfaction of the department.

4. Security Costs

The Department shall not be liable for any costs or claims of the Contractor arising out of this Agreement or instructions issued hereunder.

SECURITY AGREEMENT

I, _____ (Contractor) and authorized resources will fulfill the duties as contractor working under this standing offer and upcoming call-ups against standing offer _____, as set out below, to the best of our abilities.

1. Will abide by all of Indigenous Services Canada (ISC) security clauses and requirements included in this contract. Acknowledge receipt and understand these existing clauses and requirements, and promise to familiarize with any amendments to them, forthwith after receipt of such amendments.
2. Understand and agree that information received in the process of performing our duties in relation to this contract is subject to the Policy on Government Security and may be also subject to the Privacy Act, and will remain the property of CIRNAC/ISC. Without the prior written authorization of CIRNAC/ISC or of the person to whom the information relates, this information can only be viewed by myself and authorized resources and may only be used for the purposes of this contract on behalf of CIRNAC/ISC.
3. Agree to notify ISC authorities of any unauthorized access, disclosure or misuse of the sensitive information of which we become aware and will provide full details of the incident immediately noting the corrective action taken to prevent a recurrence of the incident.
4. Understand and agree that any additional resources authorized to perform work under this contract will also abide by all of ISC security clauses and requirements included in this contract.

I, the undersigned, UNDERSTAND, AGREE AND CONSENT TO COMPLY WITH THE ABOVE:

Contractor:
PRINT NAME: _____

SIGNATURE: _____
DATE: _____

CIRNAC/ISC Project Authority:
PRINT NAME: _____
SIGNATURE: _____
DATE: _____