



Responses to this solicitation are to be sent by email to the following email address:

cmmbidreceiving-receptiondesoffrescgm@ised-isde.gc.ca

REQUEST FOR STANDING OFFER

Proposal to: Innovation, Science and Economic Development Canada

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

Issuing Office:

Innovation, Science and Economic Development Canada
Contracts & Materiel Management
235 Queen Street
Ottawa, ON K1A 0H5

Title Translation, Editing (including comparative editing), Proofreading and Speechwriting services	
Solicitation N° RFSO # ISED200187	Date July 16, 2021
Solicitation Closes At 2:00 PM August 25, 2021	Time Zone Eastern Standard Time (EST) or Eastern Daylight Time (EDT)
F.O.B. Destination	
Address inquiries to: Davis Opie (davis.opie@ised-side.gc.ca) Leonard Irani (leonard.irani@ised-isde.gc.ca)	
Telephone N° 613-324-9165 613-447-7050	Email address: cmmbidreceiving-receptiondesoffrescgm@ised-isde.gc.ca
Destination – of Goods, Services or Construction See Herein	

Instructions: See Herein

Comments: This document contains a Security Requirement

Delivery Required: See Herein	
Vendor/firm Name and full address	
Telephone No.	
Name and title of person authorized to sign on behalf of the Bidder (type or print)	
_____	_____
Signature	Date



Request for Standing Offers (RFSO)

For the provision of

**Translation, Editing (including comparative editing),
Proofreading and Speechwriting Services**

for

**Innovation, Science and Economic Development Canada
(ISED)**



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PART 1 - GENERAL INFORMATION

1.1 Introduction

This bid solicitation is divided into six parts plus annexes and, attachments as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions : provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security Requirements, Financial requirements and other requirements : contains additional requirements to which the bidder must respond to; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work, the Terms of Payment, and any other annexes.

1.2 Summary

Innovation, Science and Economic Development Canada is seeking to establish a approximately 23 Standing Offers contract for their Translation, Editing (including comparative editing), Proofreading and Speechwriting services defined in Annex A, Statement of Work, for a period of one (1) year with the irrevocable options to extend the terms of the Standing Offer by four (4) irrevocable option (s) of one (1) year under the same terms and conditions. The work is to be performed from the contract award date until October 31, 2022.

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-United States-Mexico Agreement (CUSMA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

The resulting contract will not include deliveries of services within locations within that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within that are subject to CLCAs will have to be treated as a separate procurement not forming part of the bid solicitation.



1.3 Security Requirements

There are security requirements associated with this requirement. For additional information, see Part 6 - Resulting Contract Clauses. Bidders should consult the "[Security requirements for contracting with the Government of Canada](http://ssi-iss.tpsgc-pwgsc.gc.ca)" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.

1.4 Debriefings

Bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within ten (10) business days of receipt of the results of the bid solicitation. The debriefing may be provided in writing, by telephone or in person.



PART 2 – INSTRUCTIONS TO BIDDERS

2.1 Glossary of Terms

TERM	DEFINITION / MEANING
RFSO	Request for Standing Offer
ISED	Innovation, Science and Economic Development Canada or the Department
Mandatory requirements	Whenever the words “shall”, “must”, “will” and “mandatory” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement. Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will not be considered further.
Should	The word “should” means an action that is preferred but not mandatory.
Minister	The Minister of Innovation, Science and Economic Development.
Canada	“means Her Majesty the Queen in right of Canada as represented by the Minister of ISED and any other person duly authorized to act on behalf of that Minister”.
SOA	The SOA is referencing the Standing Offer Agreement. A standing offer is an offer from a potential supplier to provide goods and/or services at pre-arranged prices, under set terms and conditions, when and if required.

2.2 General Conditions

The general conditions as set out in Innovation, Science and Economic Development Canada’s General Conditions of a Service Contract will form part of and shall be incorporated into the resulting contract. This document is available at the following website: <http://www.ic.gc.ca/generalconditions-services>.

2.3 Submission of Bids

2.3.1 Bids must be submitted only to Innovation, Science and Economic Development Canada’s email account, time and place indicated on page 1 of the bid solicitation. Total email file size cannot exceed the servers’ size limit (estimated at 10 MB).

2.3.2 Facsimile and Hard Copy/Courier BIDS WILL NOT BE ACCEPTED. Due to the nature of this bid solicitation, bids transmitted by facsimile to Innovation, Science and Economic Development Canada will not be accepted.

2.3.3 Canada requires that each bid, at closing time, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with Part 5 – Certifications required with the Bid.

2.3.4 It is the Bidder’s responsibility to:

- a. obtain clarification of any terms, conditions or technical requirements contained in the solicitation, if necessary, before submitting a bid;
- b. prepare its bid in accordance with the instructions contained in the bid solicitation;
- c. submit by closing date and time a signed complete bid;
- d. ensure that the Bidder’s name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible within their submission;
- e. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation; and
- f. include the name and telephone number of a representative who may be contacted for clarification or other matters relating to the bidder’s proposal.



- 2.3.5 Bids will remain open for acceptance for a period of not less than one hundred and twenty (120) calendar days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) business days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
- 2.3.6 Bid documents and supporting information must only be submitted in either English or French.
- 2.3.7 It is requested that pricing information not be included in any section of the proposal other than the Financial Proposal section of your bid.
- 2.3.8 Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the *Access to Information Act*, R.S. 1985, c.A-1 and the *Privacy Act*, R.S. 1985, c. P-21, international obligations and judicial order.
- 2.3.9 Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's proposal. Canada will not evaluate information such as references to Website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

2.4 Communications - Solicitation Period

- 2.4.1 To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authorities identified in the bid solicitation. Failure to comply with the request may result in the bid being declared non-responsive.

2.5 Enquiries – Bid Solicitation

- 2.5.1 All enquiries regarding this bid solicitation must be submitted in writing to the Contracting Authority named below as early as possible within the solicitation period to allow sufficient time to provide a response. All enquiries must be submitted in writing no later than five (5) business days before the bid closing date. Enquiries received after that time may not be answered.

The Contracting Authorities are:

Name: Davis Opie
Title: Contracting and Procurement Agent
Email address: Davis.Opie@ised-isde.gc.ca
Telephone Number: 613-324-9165

Name: Leonard Irani
Title: Senior Procurement Advisor
Email address: Leonard.Irani@ised-isde.gc.ca
Telephone Number: 613-447-7050

- 2.5.2 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are proprietary in 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders.



- 2.5.3 To ensure consistency and quality of information provided to Bidders, the Contracting Authority will simultaneously distribute any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 2.5.4 Meetings will not be held with individual Bidders prior to the closing date and time of this RFSO.
- 2.5.6 Notwithstanding the Rights of Canada, amendments to the Bidder's proposal will not be accepted after the RFSO closing date and time.

2.6 Applicable Laws

- 2.6.1 Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- 2.6.2 Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

2.7 Rights of Canada

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, re-tender the requirement by inviting only the bidders who bid to re-submit bids within a period designated by Canada;
- g. negotiate with the sole responsive Bidder to ensure best value to Canada;
- h. accept, or waive, a non-material error of form in a Bidder's proposal or, where practical to do so, request a Bidder to correct a non-material error of form in the Bidder's proposal provided there is no change in the price quoted;
- i. award more than one contract for the requirement if it is determined that no single proposal satisfies the project objectives; and
- j. retain all proposals submitted in response to this bid solicitation.

2.8 Price Support

In the event that the Bidder's proposal is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price support if applicable:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. price or rate certifications; or
- d. any other supporting documentation as requested by Canada.

2.9 Bid Costs

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

2.10 Conduct of Evaluation



In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:

- a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
- b. contact any or all references supplied by Bidders to verify and validate any information submitted by them.;
- c. request, before award of any contract, specific information with respect to Bidder's legal status;
- d. conduct a survey of Bidder's facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
- e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation;
- f. verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties;
- g. interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by Bidders to fulfil the requirement of the bid solicitation.

Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

2.11 Conflict of Interest – Unfair Advantage

2.11.1 In order to protect the integrity of the procurement process, Bidders are advised that Canada may reject a bid in the following circumstances:

- a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation;
- b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give the Bidder an unfair advantage.

2.11.2 The experience acquired by a Bidder who is providing or has provided the goods and/or services described in the bid solicitation (or similar goods and/or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.

2.11.3 Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest or unfair advantage exists.

2.12 Entire Requirement

2.12.1 The bid solicitation documents contain all the requirements relating to the solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

2.13 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:



- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)
 - (c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

2.14 Integrity Provisions - Bid

1. The [Ineligibility and Suspension Policy](#) (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - a. it has read and understands the [Ineligibility and Suspension Policy](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.



PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Bids **must** be submitted to ISED at the attention of the Contracting Authority by the date, time and to the location indicated on page 1 of the bid solicitation: cmmbidreceiving-receptiondesoffrescgm@ised-isde.gc.ca

Bids received after the closing date and/or time will not be considered and will be returned unopened.

Due to bids being transmitted by electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

Canada requests that Bidders prepare and submit their formal proposal as four (4) separate documents as follows:

Section I:	Technical Bid	One (1) electronic copy (by email only)
Section II:	Financial Bid	One (1) electronic copy (by email only)
Section III:	Certifications	One (1) electronic copy (by email only)
Section IV:	Additional Information	One (1) electronic copy (by email only)

The maximum size of an email: **10 MB**.

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

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

(a) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capacity and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

Resumes for proposed resources: Unless specified otherwise in the RFSO, the technical bid must include resumes for the consultant(s) identified in the bid solicitation that demonstrate that each proposed individual meets the requirement(s).

Education: Academic Certification (Degree, etc.) must be obtained through a recognized academic institution in the field of expertise.

*The list of recognized organizations can be found under the [Canadian Information Centre for International Credentials web site](#).



**ATTACHMENT 1 TO PART 3
PRICING SCHEDULE**

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, 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 rates (in CAD) for each item identified.

The Contractor shall be bound by the fixed cost prices quoted in its financial bid for the work. No increase in its rates or prices will be accepted during the period of the Contract.

Basis of Payment: (To be completed at contract award)

The Bidder's financial proposal must include a fixed price for this project, applicable taxes extra. Costs in the proposal must be broken down as follows:

- fixed price per word
- fixed hourly rate

The Bidder is to fill out the table(s) below **only for the type of services and streams for which the Bidder chooses to submit a proposal.**

The firm rates proposed by the Bidder must be all-inclusive rates, which are to include any related expenses.

Bidders must provide firm rates for the initial period as well as each of the four (4) potential Standing Offer extension periods. Failure to provide the rates for the extension periods will be considered the same as for the first period. (No percentages or cost of living index will be accepted.)

A) For Translation Services

Period of Standing Offer:

Regular	Firm rate of \$_____/word
Urgent (during business hours as defined in section 5.0)	Firm rate of \$_____/word
Urgent (outside business hours)	Firm rate of \$_____/word

B) For Editing Services

Period of Standing Offer:

Regular	Firm rate of \$_____/hour
Urgent (during business hours as defined in section 5.0)	Firm rate of \$_____/hour
Urgent (outside business hours)	Firm rate of \$_____/hour



C) For Proofreading Services

Period of Standing Offer:

Regular	Firm rate of \$_____/hour
Urgent (during business hours as defined in section 5.0)	Firm rate of \$_____/hour
Urgent (outside business hours)	Firm rate of \$_____/hour

D) For Speechwriting Services

Period of Standing Offer:

Regular	Firm rate of \$_____/hour
Urgent (during business hours as defined in section 5.0)	Firm rate of \$_____/hour
Urgent (outside business hours)	Firm rate of \$_____/hour

Option to extend the Standing Offer

The SOA Holder grants ISED the irrevocable option to extend the period of the Standing Offer by up to four (4) additional one (1) year periods under the same terms and conditions.

ISED may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days prior to the Standing Offer expiry date.

The option may be exercised only by the Contracting Authority and will be evidenced for administrative purposes only through a Standing Offer extension amendment.

Method of Payment — Resulting Call-Ups

Payment will be made on delivery and acceptance of all the work.

All payments will be contingent upon ISED’s satisfaction with the deliverables.



Part 4 Section 1 – Evaluation Procedures and Attachment 1 to Part 4, Evaluation Criteria, contain additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

The financial bid **must** be submitted as a separate file to the technical bid.

Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3.

Bidders must submit their price(s) and/or rate(s), FOB destination; Canadian customs duties and excise taxes included, as applicable.

Any applicable taxes are to be shown separately.

Electronic Payment of Invoices - Bid

Canada requests that the Bidder :

A) select Option 1 or, if applicable, Option 2 below; and
(B) insert in Section II of its bid the option selected.

Acceptance of electronic payment instruments will not be considered as an evaluation criterion.

Option 1

The Bidder accepts to be paid using the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

Option 2

() Bidder declines to be paid by electronic payment instruments.



Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

In section IV of their bid, Bidders should provide the following information:

1. their legal name;
2. their Procurement Business Number (PBN) (for additional information on how to register to obtain a PBN, refer to the following website: <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>);
3. their complete mailing address;
4. the name of the contact person (including this person's mailing address, phone number and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
5. To allow for proper validation of the bidder's proposed resource(s)' security clearance(s), the Bidder should provide the following information for each of their proposed resources:
 - a. full name; and
 - b. file number.

2. Accessibility Standards

In accordance with the [Treasury Board Contracting Policy](#) and the *Accessible Canada Act*, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this requirement and must:

- i. demonstrate how the proposed goods and/or services meet the accessibility requirement at delivery; or
- ii. describe how it would deliver the proposed goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures (Highest Combined Technical Merit and Price)

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical *and financial* evaluation criteria.
- b. An evaluation team comprised of representatives of Canada will evaluate the bids.

4.1.1 The Bidder must provide the necessary documentation to demonstrate compliance with this requirement.

(a) The Bidder/Firm is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will **not** constitute “demonstrated” for the purpose of the evaluation

(b) The Bidder/Firm must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation

(c) The Bidder/Firm must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not normally be counted more than once

(d) It is recommended that the Bidder/Firm include a grid in their proposals, cross-referring statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by itself DOES NOT constitute demonstrated evidence.

4.2 Technical Criteria

4.2.1 Mandatory Criteria

Refer to Attachment 1 to Part 4.

4.2.1 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

4.3 Financial Evaluation

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.

4.4 Financial Mandatory Criteria

Refer to Attachment 1 to Part 4.

4.5 Basis of Selection - Basis of Selection - Highest Combined Rating of Technical Merit (80 %) and Price (20 %)

1. To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.



- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% 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 80%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
- 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 Standing Offer.
- 8. To determine the combined rating of technical merit and price of each proposal, the following calculation shall be used:

$$\begin{array}{l}
 1. \quad \frac{\text{Overall score obtained in the rated criteria} \times 80\%}{xxx} = (\text{Total \#1}) \\
 2. \quad \frac{\text{Lowest responsive assessed price} \times 20\%}{\text{Bidder's total assessed price}} = (\text{Total \#2})
 \end{array}$$

$$(\text{Total \#1}) + (\text{Total \#2}) = \text{Combined rating of technical merit and price}$$

Note: for evaluation purposes the Bidder's financial proposal will be the total of the five (5) years averaged out.

4.6 Standing Offer Agreement

4.6.1 It is expected that approximately 23 Standing Offer Agreements (SOA) will be established as a result of this request for proposals. The SOA shall be in effect for an initial period of one year with four (4) potential Standing Offer extension periods.

4.6.2 It is anticipated that \$ 5,000,000.00 will be available over the initial SOA period for authorizing all work under the SOA system being established. Estimated expenditures for the remaining four (4) optional years of SOA periods is estimated at \$5,000,000.00 each year. For the total period of the Standing Offer Agreements, total expenditures shall not exceed \$25,000,000.00 tax included.

4.6.3 Any standing offer agreement established as a result of this proposal invitation shall contain the following clause:

"This document is a STANDING OFFER whereby the Contractor offers to provide the work detailed herein, at the prices and on the terms and conditions set out herein, to Her Majesty and when Her Majesty may require such work and if Her Majesty authorizes and orders such work in accordance with the provisions herein."



It is understood and agreed that:

- (a) a contractual obligation will arise when work is authorized against the Standing Offer by issuance of a call-up against a standing offer and only to the extent designated in the authorization;
- (b) this Standing Offer does not oblige Innovation, Science and Economic Development Canada to authorize or order any work whatsoever;
- (c) Innovation Science and Economic Development Canada's liability under this arrangement shall be limited to the actual work authorized and performed in accordance with the terms and conditions specified in the Standing Offer and the call-up;
- (d) the general terms and conditions set out in Innovation Science and Economic Development Canada's General Terms and Conditions will form part of and be incorporated into any and all Standing Offers and call-ups.

4.7 Work Authorization

Work under this Standing Offer Agreement will be authorized as follows:

- (a) The Project Authority will provide the Contractor(s) with a description of the work to be performed under the Standing Offer in sufficient detail to enable the Contractor to establish a firm price for the work.
- (b) The selected Contractors shall submit to the Project Authority a brief work plan, schedule and firm price with supporting details or other method of basis of payment depending on the nature of the project.
- (c) The assignments will be for a firm price. However, whenever the requirements/ statement of work cannot be well defined, the Project Authority may pre-authorize a time-rate payment, i.e. per diem rate, in lieu of a firm price.
- (d) The work plan, schedule and firm price can be subject to negotiation between the Contractor and the Project Authority.
- (e) Authorization to proceed with the work will be made by issuance of a call-up against a standing offer duly signed by the Contracting Authority and the Project Authority.

7.1 Call-up Offer Limit - Each call-up offer resulting from the Request for Standing Offer for Bidding Agreements (RFSO) must not exceed \$100,000.00, including applicable taxes.

4.8 Addition of Qualified Suppliers and Refresh Option

For the purpose of meeting the service requirements identified in this RFSO, ISED reserves the right to offer a SOA to any supplier that has submitted a bid and has met the requirements of the original RFSO. For this to happen, the supplier must continue to meet the requirements of the RFSO at the time of any offer.

Also, ISED may, at its option and at any point during the SO validity period (the initial period or any of the optional extension periods), re-post the RFSO on the Government Electronic Tendering System (GETS). This would permit additional suppliers to qualify and be added to the SO holder list with ISED. Proposals will be subject to the same qualification requirements as those required in the original RFSO process.

No existing SO holder will be removed from the SO holder list because of the addition of any new qualified suppliers. Reposting of the RFSO would only occur if ISED considers their list to be inadequate for their purposes.



**ATTACHMENT 1 TO PART 4
EVALUATION CRITERIA**

1.0 Mandatory Technical Criteria

The Offer must comply with the mandatory technical criteria specified below. The Offeror must provide in their proposal the necessary documentation to support and demonstrate compliance with the mandatory technical criteria.

Offers which fail to meet the mandatory technical criteria will be declared non-responsive and will receive no further evaluation. Each mandatory technical criteria must be addressed separately.

	Description	Cross Reference /Section/Page In Bidder's Proposal
Bidder's Experience		
MT1	<p>Bidder's Experience: The Bidder must have a minimum of five (5) years demonstrated experience in the 7 years in one of the four streams they wish to bid on. Proposals need to clearly outline how the vendor plans on delivering the services under the working stream(s) for which they wish to be considered.</p> <p>Translation: <ul style="list-style-type: none"> - Experience in translation from English to French; - Experience in translation from French to English; - Experience in translating for Government of Canada departments or agencies; - Familiarity with Government of Canada terminology (examples: Intellectual Property terms, legal terms, scientific terms, HR terms, administrative terms, general communications and biomanufacturing terms, etc...) </p> <p>Editing: <ul style="list-style-type: none"> - Experience in editing from English to French; - Experience in editing from French to English; - Experience translating for Government of Canada departments or agencies; - Familiarity of editing Government of Canada terminology (vendors should consider creating a bank of terms for future use; </p> <p>Proofreading: <ul style="list-style-type: none"> - Experience in proofreading from English to French; - Experience in proofreading from French to English; - Experience proofreading for Government of Canada departments or agencies. </p> <p>Speechwriting: <ul style="list-style-type: none"> - Experience in drafting speeches in English; - Experience in drafting speeches in French; - Ability to assess tones and convey departmental messages; - Work with individual and team to develop speeches. </p>	



	Description	Cross Reference /Section/Page In Bidder's Proposal
Bidder's Proposed Team		
MT2	<p>The Bidder must demonstrate how it meets the mandatory qualifications. If the Bidder is an individual, they must demonstrate how they meets the qualifications for the stream in which they are submitting a proposal.</p> <p>Proposed Resources:</p> <p>Resources must possess a relevant degree from a recognized Canadian University that relates to the stream they are being proposed. Furthermore, senior resources should be a member of a formal professional association/order that directly correlates to the work they are facilitating. Recognized institutions outside of Canada and a recognition from a professional association will be accepted as well. The proposed resource must also have at a minimum, two (2) years of full-time experience in providing the service(s) within five (5) years of the closing date of the RFSO.</p> <p>At a minimum, proposed resource (i.e., translation, editing, proofreading and/or speechwriting) must possess formal certification* related to the service(s), including but not limited to a degree from a Canadian university and a minimum 5 years of experience in providing English/French and English to French or French to English within 7 years of the closing date of the RFSO.</p> <p>Provide evidence of Bidder's previous experience in the field/discipline by submitting samples of 5 documents submitted to three separate clients within the preceding year.</p> <p>A resume for each of the proposed resources must be provided. The resume must indicate the education and all professional experience in the relevant services and fully demonstrate the relevant experience in "years/months".</p> <p>*Copies of any certificates and/or degrees must be provided.</p> <p>1. Team Leader:</p> <p>The Bidder shall name a team leader to be responsible for managing the members of the proposed team providing services to ISED, so as to ensure the smooth delivery of services and handle the administrative coordination of requests received from ISED.</p> <p>As a minimum qualification, the proposed Team Leader must have at least two (2) years of experience, within five (5) years of the closing date of the RFSO, as a Team Leader managing service-related projects.</p> <p>A résumé must be provided clearly demonstrating that the individual meets the qualifications above.</p> <p>2. Quality Controller:</p> <p>The Bidder shall name one or more revisers assigned to control quality of the documents and to ensure consistency in compliance with the ISED Style Guide, the Government of Canada communications policy, the Canada.ca Content Style Guide, the Canadian Style Guide and other related government of Canada policies and style guides provided by the client (in terminology, style, tone, language level, etc.) in projects with multiple translators and/or revisers used, before they are returned to ISED.</p> <p>At a minimum, each proposed quality controller must possess formal</p>	



	<p>certification related to the service(s), including but not limited to a degree from a Canadian university and a professional association memberships, and a minimum of 5 years of experience in document quality assurance within 7 years of the closing date of the RFSO. A résumé must be provided clearly demonstrating that the individual meets the qualifications above.</p>	
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Financial Proposal	
MF1	The financial proposal must be submitted as a separate document to the technical proposal. NO INFORMATION FROM THE FINANCIAL PROPOSAL MAY APPEAR IN THE TECHNICAL PROPOSAL.

2.0 Point Rated Technical Criteria

Proposals which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Proposals which fail to obtain the required minimum number of points specified for any rated item will be declared non-responsive. Each point-rated technical criterion should be addressed separately.

In addition, to be further evaluated, the Bidder’s proposal must achieve an overall minimum technical rating of 80%

Innovation, Sciences and Economic Development Canada may choose to terminate the evaluation upon the first finding of non-compliance with a rated requirement.

	Requirement (Bidder’s proposal should repeat exactly as defined in the RFSO)	Max. Points	Cross Reference /Section/Page In Bidder’s Proposal
Bidder’s Experience			
RT1	Further to Mandatory Requirement MT1 , points will be awarded to the Bidder for additional years of experience in delivering the services under the working stream(s) for which they wish to be considered (2 point per additional year up to a maximum of 20 points).	20	
RT2	<p>Bidders should provide a business plan that contains the following information:</p> <p>A clear and current approach and methodology to ensure quality output, including a description of procedures in place for quality control of texts and for standardization of terminology; (20 points)</p> <p>The bidder should provide a detailed risk management plan defining how it would deal with, and the measures in place to address technical problems (electricity, internet, etc.) – for example: having employees that work from outside the city where the business is located in the case of a widespread generalized power issue); (20 points)</p>	60	



	The Bidder should describe its methodology to ensure work is delivered on schedule. (20 points)		
RT3	Further to Mandatory Criterion MT2 , points will be awarded to proposed resources for additional years of experience (1 point per additional year up to a maximum of 10 points). Should there be multiple resources provided, an average will be used.	10	
RT4	Further to Mandatory Criterion MT2 , points will be awarded to the team leader for additional years of experience (1 point per additional year up to a maximum of 10 points).	10	
RT5	Bidders are also asked to provide a detailed organizational chart that includes contact information along with level of Security. (20 points)	20	
Total maximum of technical points		120	
Minimum passing score is:		84/120 points	



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION TO BE AWARDED A CONTRACT

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times.

Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certification and Additional Information at Bid Submission

The certifications included in Attachment 1 to Part 5, Certification Requirements, should be completed and submitted with the bid. If any of these required certifications and/or additional information is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



ATTACHMENT 1 TO PART 5 CERTIFICATIONS AND ADDITIONAL INFORMATION

1.0 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 public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

Definitions

For the purposes of this clause,

"Fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the Public Service Superannuation Act.

"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 Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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.

A contract for the services of a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to a fee abatement formula, as required by Treasury Board Policy.



Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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.

2.0 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://publiservice.gc.ca/services/fcp-pcf/index_f.htm) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

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

3.0 Status and Availability of Resources

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

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

4.0 Education and Experience

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

Signature



Date

5.0 Joint Venture

Definition of joint venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- (a) the incorporated joint venture;
- (b) the partnership venture;
- (c) the contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.

The joint venture team arrangement is to be distinguished from other types of contractor arrangements, such as:

- (a) prime contractor, in which, for example, the purchasing agency contracts directly with a contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;
- (b) associated contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.

Bidders are requested to place a check mark in the applicable box below to confirm whether the bidding entity is/is not a joint venture in accordance with the definition above.

- YES the proposal is submitted as a joint venture
- NO the proposal is not submitted as a joint venture

Signature

It is requested to the Bidder who bid as a joint venture to complete the certification below with the following information:

1. Type of joint venture (check mark applicable box):

<input type="checkbox"/>	incorporated joint venture
<input type="checkbox"/>	Limited partnership joint venture
<input type="checkbox"/>	Partnership joint venture
<input type="checkbox"/>	contractual joint venture
<input type="checkbox"/>	other

This certification must be signed by all members of the joint venture unless a representative of the joint venture has been appointed to represent all members of the joint venture.

The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the proposal and any resulting



contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarity liable for the performance of any resulting contract.

Signature of all members of the joint venture or of the representative of the joint venture, as applicable:

Company Name	Print Name	Signature	Date

2. Composition of joint venture: (names and addresses of all members of the joint venture and the Procurement Business Number (PBN) of each member of the joint venture):

Name and address of each member of the joint venture	Procurement Business Number (PBN)

3. The name of the representative of the joint venture, i.e., the member appointed by the other members to act on their behalf:

(Print Name)

4. The name of the joint venture (or the name of the company appointed to represent all members of the joint venture should a contract be awarded):

(Print Name)



PART 6 – RESULTING CONTRACT CLAUSES

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

6.1 General Conditions

Innovation, Science and Economic Development Canada's [General Conditions of a Service Contract](#) apply to and form part the contract.

6.2 Security Requirement

6.2.1 The following security requirements apply and form part of the RFSO.

At the Standing Offer award date, the following conditions **must** be met:

(a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - resulting Contract Clauses;

(b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 Resulting Contract Clauses;

(c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

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

6.3 Statement of Work

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

6.4 Term of the Standing Offer Agreement

6.4.1 Period of Work

The Contractor shall, between the first day of November, 2021 and the 31st day of October, 2022, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

6.4.2 Option to Extend the Standing Offer Agreement

The Contractor grants to Canada the irrevocable option to extend the term of the SOA by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:
(*The Contracting Authority's name will be provided at contract award*)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or



outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is:

(The Project Authority's name will be provided at contract award)

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

6.5.3 Contractor's Representative

(Will be completed at contract award)

6.6 Certifications

6.6.1 Compliance

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

6.7 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ *(specify province or territory at contract award)*.

6.8 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions, Innovation, Science and Economic Development Canada's General Conditions of a Service Contract;
- c) Annex A, Statement of Work;
- d) Annex B, Terms of Payment;
- e) Annex C, Security Requirements Check List (SRCL); *(if applicable)*
- f) the Contractor's bid dated _____ *(To be entered at contract award)*.



6.9 Proactive Disclosure of Contracts with Former Public Servants

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

6.10 Environmental Requirements

In support of the green procurement effort, the Offeror must ensure that:

- a) all printers and photocopiers used for the purposes of this SO are programmed by default to print in black and white on both sides of the paper, and preferably meet ENERGY STAR or equivalent standards regarding energy efficiency.
- b) the paper used contains at least 30% recycled materials and/or is certified as originating from a sustainably managed forest.
- c) environmentally friendly ink or recycled ink cartridges are used in printers, fax machines and photocopiers. It is strongly recommended that the used ink cartridges can be returned to the manufacturer for reuse or recycling.
- d) recycling bins for paper, newsprint and plastic and aluminum containers are available to learners and are emptied regularly, where this service is available, in compliance with the local recycling programs.

In addition, it is preferable that cleaning products used with this equipment be biodegradable and not harmful to the environment.

The federal government reserves the right to conduct inspections by visiting the Offeror's facilities, if necessary, to ensure that efforts in environmental matters are maintained.



ANNEX A

Innovation, Science and Economic Development Requirement

1. Project Title:

Translation, Editing (including comparative editing), Proofreading and Speechwriting services

2. Background:

Innovation, Science and Economic Development Canada's (ISED) Mandate:

Innovation, Science and Economic Development Canada's (ISED) mandate (see www.ic.gc.ca) is to help make Canadians more productive and competitive in the global economy, thus improving the economic and social well-being of Canadians. ISED's policies, programs and services help grow a dynamic and innovative economy that:

- a) provides more and better-paying jobs for Canadians;
- b) supports stronger business growth through continued improvements in productivity and innovation performance;
- c) gives consumers, business and investors confidence that the marketplace is fair, efficient and competitive;
- d) integrates the economic, environmental and social interests of Canadians.

The ISED procurement function is delivered through a decentralized delivery model where the contracting authority is delegated directly to various positions within operational branches. As a result, operational managers and administrative personnel are responsible for a wide range of purchasing activities.

With the advent of the procurement reform and the need to reduce costs, ISED is reviewing various methods of supply to streamline internal business processes and consolidate requirements where it makes sense to do so. All of this is conducted to ensure a fair and transparent process while respecting Treasury Board policy and trade agreements.

ISED intends to establish a Standing Offer Agreement (SOA) in the National Capital Region with suppliers who can provide excellent translation, editing, proofreading and speechwriting services to the Department for specific publications and information products. These products are disseminated externally and internally, in print or electronic formats or both, depending on the needs of the specific target audiences. Products include policy position papers, discussion papers, reports, fact sheets, speeches and others. These products may combine text with tables, graphics and special layout requirements, depending on the medium/media used.

The annual dollar value of translation, editing, proofreading and speechwriting services at ISED is estimated at \$5,000,000.00 per year.

3. Objective

The objective is to establish one method of supply, covering multiple years, that will consolidate the requirements for translation, editing, proofreading and speechwriting services of all of ISED in the National Capital Region. The method of supply will help to streamline internal business processes, which is expected to improve overall process efficiencies and reduce costs.

4. Services/Definitions

Translation: Translation of a text (or presentation, spreadsheet, etc.) into another language, taking into account the tone, style and terminology used by the writer.

- English to French
- French to English



Editing: Improvement of a text by making grammatical, stylistic or technical terminology corrections or by making suggestions to make the text easier to read and understand.

- English editing
- French editing

Proofreading: Checking of written material against the manuscript or any other copy to ensure that any changes as indicated in the most recently approved source document are incorporated in the new version, using conventional symbols to indicate errors or departures from the source document, including copy fitting where necessary, and verify correct spelling, grammar, placement of headers, footers, notes, tables, graphics and correct usage of fonts etc.

- English proofreading
- French proofreading

Speechwriting: Provide timely and efficient speechwriting services in support of ongoing departmental initiatives. Provide speech writing services to the Minister, Deputy Minister and Associate Deputy Minister along with various executives to fulfill the department strategic priorities including ongoing priorities and activities. Producing drafts, revisions and final reports. Attend speech meetings and provide outlines in electronic or hard copy format.

- English speechwriting
- French speechwriting

Standing Offer Agreement: A Standing Offer Agreement is an offer from a potential Supplier to supply goods, services or both, on the pricing basis and under the terms and conditions stated in the Standing Offer Agreement. It is intended to be open for acceptance by means of call-ups during a specified period. A Standing Offer is not a contract.

Call-up against a Standing Offer: A call-up against a Standing Offer is an acceptance of the offer to the extent of the services being ordered and also serves as notification to the Supplier, detailing the required services to be rendered. A separate contract is entered into each time a call-up is made against a Standing Offer.

The call-up should contain all the relevant details for processing the service request (e.g., the Call-Up Authority and/or technical resource name, return date, the word count and/or hour estimate, the nature of the text, type of service, etc.). It should also indicate the address where the text is to be returned. The SOA holder must make every effort possible to process all documents within agreed-upon deadlines, as described in section 5.0.

5. Requirement

ISED is seeking to establish a series of Standing Offers in the following working streams: Translation, Editing, proofreading and Speechwriting (as identified in table 1 below).

Table 1. Working Streams

Type of Service	Maximum Number of Standing Offers to be Awarded	Estimated Annual Dollar Value Allocated to Each Type of Service
Translation Services	10	\$3,000,000
• English to French	6	\$2,200,000
• French to English	4	\$800,000



Editing	6	\$1,000,000
• English	3	\$600,000
• French	3	\$400,000
Proofreading	4	\$700,000
• English	2	\$350,000
• French	2	\$350,000
Speechwriting	3	\$300,000
• English	2	\$200,000
• French	1	\$100,000
Estimated Total	23	\$5,000,000

NOTE: The total number of Standing Offers along with the total value indicated above are estimates only, and ISED is under no obligation to award the number of Standing Offers indicated above. ISED’s liability is limited only to aggregated call-ups issued.

Table 2. Examples of Documents for Translation, Editing, Proofreading and Speech

Examples

Subject	Description/Examples
General	
Administration and Management (includes Economics and Finance)	<ul style="list-style-type: none"> • General management documents • Policy documents • Administrative texts (letters, memos, etc.) • Financial statements and charts
Human Resources Management	<ul style="list-style-type: none"> • Job descriptions • Statements of qualification
Communications	<ul style="list-style-type: none"> • Speeches • Memos to Cabinet • Treasury Board (TB) Submissions • Websites • Media products • Communications and marketing products • Public opinion research • Internal communications (e.g., construction notices, notices of shut-



	down of systems)
Technical	
Aerospace/Defense, Marine	<ul style="list-style-type: none"> • Technical manuals • PowerPoint presentations • Reports • Websites • Publications • Policy documents • Briefing books • Specifications • Blueprints/CAD drawings
Ecology, Environment	
Biotechnology, Nanotechnology, Biology	
Commerce (Marketplace and Small Business)	
Telecommunications (Broadcasting, Spectrum and Satellites, Wireless, Fibre Optics and Broadband)	
Automotive	
Information Technology	
Intergovernmental Affairs	
Energy	
Architectural and Engineering	

The estimated number of Standing Offers that will be awarded and the presumed dollar value allocated for each type of service are identified in Table 1 above.

6. Scope of Work

The SOA holder will be expected to provide translation, editing, proofreading and speechwriting services as per the schedule shown below. The expected delivery time is estimated per type of service. The estimated production rates below are provided as guidelines only.

Translation:

- 275 words per hour (2,000 words per day)

Editing:

- 400 to 800 words per hour (3,000 to 6,000 words per day)
- for large documents, a good estimate can be determined by editing the first 15 to 20 pages and extrapolating the total time required



- comparative editing: 200 to 500 words per hour (1,500 to 3,750 words per day)

Proofreading:

- 1,500 to 2,500 words per hour (11,250 to 18,750 words per day)
- parallel (comparative) proofreading: 800 to 1,200 words per hour (6,000 to 9,000 words per day)

Speechwriting:

- Per diem/hourly rate for Senior Speechwriters not to exceed \$1,500.00 for 7.5 hours of work.

****NOTE****

Speed of work depends on the following:

- how technical the document is;
- the level of editing required/requested;
- the quality of the translation;
- the amount of research time required in fact checking/finding equivalent terms in French;
- word processing time required;
- research required for speech topic (meetings, documents, etc..).

Alternate delivery times may be negotiated with the Project Authority. All urgent work is to be pre-authorized by the ISED officer requesting the work. Requests for translation, editing, proofreading and speechwriting services will be considered urgent when such work is requested to be done outside the hours of 8:00 a.m. to 6:00 p.m. from Monday to Friday, on weekends and on statutory holidays, or when a request exceeds reasonable production volumes, or when requested on short notice (e.g., within three hours).

Some translation or editing requests may require a team of service providers working evenings and/or weekends. Examples of translation and/or editing services required on an urgent basis include communications products such as press releases, speeches, brochures, manuals, forms, TB Submissions, memos to cabinet and advertising.

ISED clients that have major requirements, such as the translation, editing, and proofreading of a new publication, will normally advise the SOA holder several weeks in advance. Sometimes, due to delays in changing legislation, for example, reports or parts of reports may be delayed, requiring short response times for documents. In these circumstances, the SOA holder will be required to return portions of the work as they are completed and provide translation, editing, or proofreading services in parallel. Every effort will be made by ISED to provide the SOA holder with reasonable deadlines.

If for reasons out of its control an SOA holder is unable to meet the established deadline, the SOA holder must contact the ISED departmental representative before the deadline agreed upon by the SOA holder and said representative.

7. Tasks and Deliverables

Not limited to the following, the SOA holder will be required to

- process all documents for translation, editing, proofreading and speechwriting (within deadlines described above) at a per-word pricing based on the number of words in the original text to be translated, or per-hour pricing based on the number of hours required to proofread, draft or edit the text or speech;
- translate, edit, or proofread all documents, including tables, icons, graphics and illustrations. Services include terminology research;



- ensure that all translations are reviewed for quality and accuracy, as requested, before being returned to ISED;
- ensure the consistency of large documents by limiting, as far as reasonable, the number of different resources working on the same requirement and 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 aspects, including proper terminology;
- provide a quality control system to meet the requirements indicated herein;
- translations and/or edits must be completed using a style and level of language that is consistent with the nature and end use of the document;
- ensure standardization and consistency with terminology by assigning, whenever possible, the same service provider to the translation of a given document or a group of related documents;
- ability to provide speeches in the document type requested (Word, PowerPoint, electronic, etc..)
- develop speech outlines, draft speeches;
- redrafting and editing speeches;
- availability for conference calls with ISED;
- consult reference materials provided by ISED when available and any other relevant reference materials available from other sources;
- complete all translation, editing, proofreading and speechwriting work using the following as primary resources:

English Tools

- ISED Style Guide; compliance is mandatory unless otherwise specified by the ISED Project Authority)
- Canadian Oxford Dictionary
- Oxford Guide to Canadian English Usage
- The Canadian Style: A Guide to Writing and Editing
- Termium Plus
- Policy on Communications and Federal Identity
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=30683>
- Public Service Employment Act <https://laws-lois.justice.gc.ca/eng/acts/P-33.01/index.html>
- Employment Equity Act
- Public Service Modernization Act

French Tools

- Guide de rédaction et de révision d'Innovation, Sciences et Développement économique Canada; (compliance is mandatory unless otherwise specified by the ISED Project Authority)
- Le guide du rédacteur
- Le Petit Robert
- Le dictionnaire des cooccurrences
- Le Multidictionnaire
- Le Robert & Collins (senior/unabridged), French and English version
- Termium Plus
- Politique sur les communications et l'image de marque <https://www.tbs-sct.gc.ca/pol/doc-fra.aspx?id=30683>
- Loi sur l'emploi dans la fonction publique <https://laws-lois.justice.gc.ca/fra/lois/p-33.01/index.html>



- Loi sur l'équité en matière d'emploi
- Loi sur la modernisation de la fonction publique

- for editing services, provide a set of marked hard copies and or electronic versions of texts in which all corrections are indicated in a consistent and legible manner.

8. Client Support

During the period of the SOA, the ISED project authority will provide the SOA holder with the following:

- the negotiated number of days and/or words required for a given project/task, with this being the basis for the establishment of a firm price for each call-up under the SOA. The timing and specific deliverables for each project/task will be subject to the specific requirements(s) for that project, as detailed in the Call-Up;
- access to ISED's facilities and/or representatives as required for the successful provision of translation, editing and/or proofreading, and with prior authorization by the ISED Project Authority;
- access, where possible, to previously translated text and/or other reference material related to the document to be translated, edited, proofread or the speech being drafted - such as annual reports, to ensure consistency of terminology;
- comments, revisions and draft deliverables within a time frame mutually agreed upon as reasonable by the SOA holder and the ISED departmental representative; and
- other assistance and support as appropriate.

9. Receiving and Transmitting Texts/ Documents

Texts for translation, proofreading or editing and revision will be sent to the SOA holder via email and/or by courier services along with a call-up, which can be sent by fax or email – up to Protected B documents. Completed work is to be returned to the Project Authority by electronic means (documents may be sent electronically via email), in person or by courier, depending on the security level of the document, at the expense of the SOA holder. In the case of lengthy texts or work that requires particular documentation, irrespective of security level, the Project Authority may deliver the text to the SOA holder. The completed text shall be delivered by email, in hard copy, or on CD-ROM(s) to an ISED address at the expense of the SOA holder, as indicated in the call-up against the Standing Offer.

10. Pick-Up and Delivery Process

The ISED Project Authority shall send the call-up against the Standing Offer directly to the SOA holder. The ISED Project Authority shall have the document(s) to be translated, proofread, or edited, and the reference material (if applicable) sent and returned by email whenever possible. If documents need to be picked up or delivered (upon completion of the work), the SOA holder will bear the associated costs.

The Project Authority shall indicate on the call-up against the Standing Offer for the individual request whether the document for translation, proofreading, or editing is to be delivered in increments and any related conditions.

11. Confirming Call-Ups

For all call-ups, the SOA holder must send electronic confirmation as soon as possible, i.e., within two (2) business hours for regular requests, and within half (½) a business hour for urgent requests. Upon request from the Project Authority, the SOA holder must provide electronic status update(s) of the call-up(s) within two (2) business hours of the request or as requested by the Project Authority. The SOA holder must provide electronic status updates when the status of the order changes. Electronic status updates must be provided within two (2) business hours of the change occurring.



12. Transaction Security

The SOA holder must work with ISED to implement transaction security procedures as required by the Department, e.g., any secret or classified document over Protected "B" will not be sent electronically but by courier, encrypted email (Entrust/MyKey) or by IronKey (if applicable).

****NOTE** – IronKeys, if lost or damaged by suppliers, are to be replaced at a cost of approximately \$130.00 CAD**

13. Required Software and Layout

The SOA holder shall deliver the work in the format, style and layout of the original, using the same software version for which the text was originally sent. All work must have the same font of the text to be translated and/or revised (with pagination and no handwritten corrections, unless agreed upon by both parties), and must be usable "as is," without any intervention by the Project Authority.

Usually, texts will be provided in conventional word processing and spreadsheet formats. Examples of common programs and formats include, but are not limited to, HTML, Microsoft Word, PowerPoint and Excel. The SOA holder must at a minimum have version 2003 of Microsoft Office Suite or above.

The SOA holder shall also use virus detection and elimination systems and shall not use unconventional codes in word processing, tables, etc. The SOA holder agrees to take the necessary measures to ensure the delivery of its materials on electronic media or systems that are free of viruses.

Conversions to or from other electronic formats (other than those specified by the ISED Project Authority in the call-up) will not be accepted in any form. Consequently, it is not permissible to convert the text from one type of system or software to another (for example, from a Macintosh to an IBM-compatible or from Microsoft Word to WordPerfect) unless there has been some alternate arrangement with the ISED Project Authority.

14. Supplies and Equipment

The SOA holder shall supply all the necessary equipment, supplies, services, software and instruments to perform the work.

The SOA holder must have access to a working fax machine and the Internet for receiving and transmitting texts and for reference tools, such as the latest Termium terminology database (www.termium.com), resources available from the ISED public website (www.ic.gc.ca), etc.

15. Intellectual Property

ISED has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

Where the Foreground consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

16. Replacement of Personnel

In a case of an individual resource needing to be replaced, the SOA holder will have to provide the necessary documentation stated in section MT2 of the Mandatory Requirements.

17. Quality Control

17.1 Method and Source of Acceptance

All deliverables and services rendered under this requirement are subject to inspection by the ISED Project Authority or a designated representative. Should any deliverable not be to the satisfaction of the ISED Project Authority as submitted, said representative has the right to request correction before payment is authorized.

If a contractor submits more than three (3) unsatisfactory texts to ISED that do not meet the quality criteria,



ISED may exercise its rights, including, but not limited to, returning the work to the SOA holder for revision at no additional cost to ISED or requesting that the individual/company be disqualified from the SOA. Information regarding the SOA holder's unsatisfactory work will be sent in writing by ISED.

If a SOA holder loses their SOA, the next highest ranked Bidder(s) from the Request for Standing Offer process may be awarded a SOA. ISED reserves the right that an individual / company may be disqualified from the SOA.

The SOA holder shall provide the name of each individual resource (translator, editor, proofreader, and/or speechwriter) who has worked on completed documents submitted to ISED. These resources must have been evaluated by ISED as **meeting the Mandatory Requirements** for the work required. The name(s) and contact information of the individual resource(s) shall be clearly indicated on a covering sheet to be submitted with the completed work of each call-up.

17.2 Evaluation of Texts

In its work, the SOA holder shall use the style, cultural context and language level appropriate to the target reader as identified by the Project Authority and render accurately the message of the source text. ISED, where possible, will provide previously translated text and/or other reference material related to the document to be translated, proofread, edited or the speech to be drafted. Criteria for quality are deemed as, but not limited to, the following:

- There should be no major mistakes (mistranslation, misinterpretation, mistakes in figures, omission leading to serious implication, etc.).
- The translated, proofread, or edited document must conform to the format of the original document. Speeches provided to ISED must also conform to the format indicated by the Project Authority. The work shall be submitted in the required format and software specified in section 11.0, using a uniform and accurate style and terminology so that it can be used without costly or time-consuming modification.

17.3 Performance Monitoring

Evaluation of the SOA holder's overall performance will be conducted regularly. Late deliveries for call-ups (for translation, editing, and proofreading services) that are considered time-sensitive will not be accepted, and ISED will not be obligated to pay for these services.

Notes

- "Day/hour" means business day/hour.
- "Deadline" means the deadline agreed upon by the Call-Up Authority and the SOA holder. If an alternate delivery time is agreed to before the deadline, the discount will not be imposed.

18. Security

The SOA Holder (including all proposed personnel and sub-contractors who will be performing work under the SOA) must have, at a minimum, a valid security clearance at the level of "*reliability*" before being issued any Work via a Call-Up (contract) under any resulting Standing Offer.

Note: Some Work to be issued may require a Contractor's personnel be Security Cleared at the "Secret" level. Again, no Call-up (contract) will be issued to those SOA Holders who do not have the required level of security for the intended Work.

19. Evaluation Procedures

19.1 Proposals will be evaluated in two separate steps as follows:

- (a) Evaluation of the Mandatory Requirements listed in Attachment 1 to Part 4. Only



- proposals that meet all of the Mandatory Requirements will advance to Step (b);
- (b) Evaluation of the Rated Requirements as listed in Attachment 1 to Part 4. Only proposals that meet all of the Rated Requirements and achieve the required minimum score will advance.

Note

ISED may choose to terminate the evaluation of any proposal upon the first finding of non-compliance with a mandatory requirement or upon the first finding of where a proposal fails to meet a minimum score for a rated requirement.

20. An evaluation team composed of representatives of ISED will evaluate the proposals.

The evaluation team reserves the right but is not obliged to perform the following:

- (a) seek clarification or verify any or all information provided by the Bidder with respect to this RFSO; and
- (b) contact any or all of the references supplied and to interview, at the sole cost of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfil the requirement, at ISED in Ottawa, Ontario, on 48 hours' notice, to verify and validate any information or data submitted by the Bidder.

21. Separate complete proposals are to be submitted for each working Stream and language the Bidder wishes to be evaluated against, as identified in Attachment 1 to Part 3 of the RFSO.

For example, if a Bidder wishes to be considered for translation services from English to French and from French to English, he or she must submit two separate proposals.

22. Mandatory Requirements

To be considered responsive, a proposal must meet all of the mandatory requirements of this solicitation. Proposals not meeting all of the mandatory requirements will be given no further consideration. ISED may decide to terminate the evaluation upon the first finding of non-compliance of a mandatory requirement.



23. Work Location

Work is to take place virtually. If Contractor's or their representatives are required to meet in person, this will be discussed between ISED and the Contractor's beforehand.

24. Official Languages

The Department has an obligation to respect the spirit and the letter of the Official Languages Act. It is therefore, imperative that the bidder's team includes individuals fluent in both official languages in order to communicate verbally and in writing in the preferred official language of English.

25. Travel

There is no travel requirement under this contract.

26. Security

For services with security at the Reliability level:

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS) with approved document safeguarding at the level of protected B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
2. The contractor/offeror personnel requiring access to **protected** information, assets or work site(s) must **each** hold a valid **reliability status**, granted or approved by the CSP, PWGSC
3. The contractor **must not** utilize its Information Technology systems to electronically process, produce or store **protected** information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **protected B**
4. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC
5. The contractor/offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex C.
 - b. Contract Security Manual (latest edition)

For services with security at the Secret level:

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid facility security clearance at the level of **secret**, with approved document safeguarding at the level of **secret**, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
2. The contractor/offeror personnel requiring access to **protected/classified** information, assets or sensitive work site(s) must **each** hold a valid personnel security screening at the level of **reliability status** or **secret** as required, granted or approved by the CSP, PWGSC
3. The contractor **must not** utilize its Information Technology systems to electronically process, produce or store any sensitive **protected/classified** information until the CSP, PWGSC has issued written approval. After approval has been granted, these tasks may be performed up to the level of **secret**
4. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC
5. The contractor/offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex C.
 - b. Contract Security Manual (latest edition)

26.1 Solutions for Protected Information

Protected B:

- BlackBerry workspace (up to Protected B)



- Canada E-Post solution (up to Protected B)
- If the proposed vendor purchases Entrust, documents can be sent via encrypted emails up to Protected B. The vendor could also use the free Entrust view only version, however they would not be able to make any edits.

Secret:

- Secure courier could be used for delivery of Secret documents to and from the vendor (double envelop);
- Secure fax can be used for Secret, however this still poses a risk as the paper documents coming out of the fax machine can sit there and may not be monitored by both client and supplier;
- IronKey - the IronKey can be delivered to the vendor and returned to us once the work completed. There is an associated cost of roughly \$200 per key.

Note: the documents on the IronKey are only protected up to Secret if the documents remain on the IronKey; this means vendors will need to work off of the IronKey instead of downloading the documents onto their computer/device.



ANNEX B TERMS OF PAYMENT

1.0 BASIS OF PAYMENT

The Contractor will be paid at the following per rates: *(will be completed at contract award)*

2.0 METHOD OF PAYMENT - RESULTING CALL-UPS

Payment will be made on delivery and acceptance of all the work.

All payments will be contingent upon ISED's satisfaction with the deliverables.

3.0 INVOICING INSTRUCTIONS

The invoice(s) shall be sent to address indicated below. Each invoice should include

- a) the contract number,
- b) the Contractor's name, address
- c) tax registration number(s):
- d) and a detailed description of the work performed, including:

- i. the name of the resource
- ii the number of hours days worked
- iii. Breakdown of regular or after hours fees;

and the

- ii. or the report provided at the satisfaction of the Project Authority during the period covered by the invoice.

The applicable tax(es) shall be submitted as a separate amount(s) on the invoice.

Send invoices to:

(Will provide the name, title, address, telephone number and email address at time of contract award).

All of the above will be to the satisfaction of the Project Authority.