Sollicitation No. - N° de l'invitation : 20220536 Unclassifié / Non classifié

#### **RETURN BIDS TO:**

# RETOURNER LES SOUMISSIONS À:

FCAC.Contract-Contrat.ACFC@fcac-acfc.gc.ca

#### REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

# Proposal To: The Financial Consumer Agency of Canada

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

#### Proposition aux:

# L'agence de la consommation en matière financière du Canada

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

Instructions : See Herein Instructions: Voir aux présentes Comments - Commentaires

# This document contains a Security Requirement

Title – Sujet							
French and English editorial and translation support for the Financial							
Consumer Agency of Canada							
Solicitation No N°	de	Date					
l'invitation		2022-11-07					
20220536							
Client Reference No. – N°	référen	ce du client					
20220536							
<b>GETS Reference No. – N°</b>	de refe	rence de SE	AG				
20220536							
	p•		Time Zone Fuseau horaire				
Solicitation Closes – L'invitation prend	ıın		Eastern Standard Time				
at – à 02:00 PM			EST				
on – le 2022-12-19							
F.O.B F.A.B.  Plant-Usine: □ Destination: □ Oth	er.Autre	· 🗆					
Address Inquiries to : - Adresser	Email	• 🗆					
toutes questions à:	FCAC.C	Contract-Contrat.	ACFC@fcac-acfc.gc.ca				
Stephane Dupel  Telephone No. – N° de téléphone :		1	FAX No. – N° de FAX				
(613) 371-3223			FAX NO N UE FAX				
Destination – of Goods, Services, and Co	nstructio	n:					
Destination – des biens, services et const	ruction :						
Financial Consumer Agency of Canada 427 Laurier Ave. West, Suite 600							
Ottawa, ON K1R 1B9							
Vendor/firm Name and address	/-1 - 124						
Raison sociale et adresse du fournisseur	de l'entre	epreneur					
Facsimile No. – N° de télécopieur							
Telephone No. – N° de téléphone							
-							

## TITLE

French and English editorial and translation support for the Financial Consumer Agency of Canada

## **PART 1 – GENERAL INFORMATION**

#### 1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, 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:
- 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, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the List of Suppliers, Pricing Schedule, Technical Criteria, and Additional Certifications Precedent to Contract Award.

The Annexes include the Statement of Work, Basis of Payment, and Security Requirements Check List.

## 1.2 Summary

- 1.2.1 This bid solicitation is being issued for the provision of Professional Services of a firm for the Financial Consumer Agency of Canada (FCAC). The work to be performed is detailed under Appendix "A" Statement of Work.
- 1.2.2 The requirement is subject to the following Trade Agreements:
  - Canada-Chile Free Trade Agreement (CCFTA)
  - Canada-Colombia Free Trade Agreement
  - <u>Canada-European Union Comprehensive Economic and Trade Agreement</u> (<u>CETA</u>)
  - Canada Honduras Free Trade Agreement
  - Canada Korea Free Trade Agreement

- Canada Panama Free Trade Agreement
- Canada-Peru Free Trade Agreement (CPFTA)
- Canada-Ukraine Free Trade Agreement (CUFTA)
- Canada-United Kingdom Trade Continuity Agreement (Canada-UK TCA)
- Canadian Free Trade Agreement (CFTA)
- Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
- World Trade Organization Agreement on Government Procurement (WTO-AGP)
- 1.2.3 The resulting contract will not include deliveries of services within locations that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations that are subject to CLCAs will have to be treated as a separate procurement not forming part of the bid solicitation.

## 1.3 Debriefings

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

#### 1.4 Conflict of Interest

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

#### 1.5 SACC Manual clause A3015T: Certifications - Bid

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

## **PART 2 – BIDDER INSTRUCTIONS**

## 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2022-03-29), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid, of Standard Instructions (2003) incorporated by reference above is deleted in its entirety and replaced with the following:

a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the <u>Ineligibility and Suspension</u> <u>Policy</u>. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

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

Delete: 60 days

Insert: 120 calendar days.

#### 2.2 Submission of Bids

Bids must be submitted only to the following email address <u>FCAC.Contract-Contrat.ACFC@fcac-acfc.gc.ca</u> by the date, time and place indicated on page 1 of the bid solicitation

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

## 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **Definitions**

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

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

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

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

## Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <a href="Contracting Policy Notice: 2019-01">Contracting Policy Notice: 2019-01</a> and the Guidelines on the Proactive Disclosure of Contracts.

## **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- 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.

## 2.4 Inquiries - Bid Solicitation

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

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

#### 2.5 Applicable Laws

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

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

#### 2.6 Improvement of Requirement During Solicitation Period

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

## 2.7 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 <u>Canada Buys</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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.

## PART 3 - BID PREPARATION INSTRUCTIONS

## 3.1 Bid Preparation Instructions

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

a. Copies of Bid: Canada requests that bidders submit their bid electronically in a <u>single email</u> with <u>four (4)</u> attachments (no emails with links to documents/data stored on the website(s) will be accepted!) as follows:

Section I: Technical Bid; Section II: Financial Bid; Section III: Certifications; and Section IV: Additional Information.

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

Size of email must not exceed 10MB.

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

- a. **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid:
  - i. use a numbering system that corresponds to the bid solicitation;
  - ii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
  - iii. Include a table of contents.
  - iv. Proposals will be accepted in any of the following electronic formats:
    - Portable Document Format (.pdf)
    - Microsoft Word (.doc / .docx)

#### **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 capability 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 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.

#### Section II: Financial Bid

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

**B.** Bidders must submit their rate FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

#### C. SACC Manual Clauses

C3010T (2014-11-27), Exchange Rate Fluctuation Risk Mitigation C3011T (2013-11-06), Exchange Rate Fluctuation

## D. Electronic Payment of Invoices - Bid

Canada requests that bidders:

- 1. select option 1 or, as applicable, option 2 below; and
- 2. include the selected option in Section II of their bid.

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

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

- () MasterCard Acquisition Card
- () Direct Deposit (Domestic and International)
- () Electronic Data Interchange (EDI)

#### **Section III: Certifications**

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.

#### Section IV: Additional Information

In Section IV of their bid, bidders should provide:

- 1. their legal name;
- 2. their Procurement Business Number (PBN);
- 3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers 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;
- 4. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
- 5. for Part 6, article 6.1, Security Requirement, of the bid solicitation:
  - a) for each individual who will require access to classified or protected information, assets or sensitive work sites:
    - 1) the name of the individual;
    - 2) the date of birth of the individual; and
    - 3) if available, information confirming the individual meets the security requirement as indicated in Part 7 Resulting Contract Clauses;

and

b) for each proposed location of work performance or document safeguarding, the address containing the information below.

#### Address:

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

## 3.2 Bids Receipt

FCAC will acknowledge the receipt of each received proposal on the solicitation closing date at latest. In the event that no acknowledgement of receipt has been received, bidder must follow up with the contracting authority within **48 hours** of the solicitation closing date and time.

## 3.3 Accessibility Standards

In accordance with the <u>Treasury Board Contracting Policy</u> and the <u>Accessible Canada Act</u>, 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.

## ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder shall 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 fixed per-diem and/or per-deliverable rate for each of the resource categories and/or deliverables identified.

## A. Initial Contract Period:

	Initial Contract Period (From contract award to March 31, 2024)			
(A)	(B)	(C)	(D)	
Requirement	Number of Words For evaluation purpose only	Time (hours) required for completion	Firm Rate per 1000 words (in Can \$)	
Comparative copy editing (Regular)*	1000		\$	
Comparative copy editing (Urgent)**	1000		\$	
Stylistic editing (Regular)*	1000		\$	
Stylistic editing (Urgent)**	1000		\$	
Basic French editing services (Regular)*	1000		\$	
Basic French editing services (Urgent)**	1000		\$	
Proofreading (Regular)*	1000		\$	
Proofreading (Urgent)**	1000		\$	
Translation English to French (Regular)*	1000		\$	
Translation English to French (Urgent)**	1000		\$	
Translation French to French (Urgent)**	1000		\$	
Translation French to English (Urgent)**	1000		\$	
	Tota	I Estimated Cost:	\$	

<sup>\*</sup> Regular request is defined as a request that shall be put in production and processed on "as discussed with AND agreed to by FCAC" basis;

## OR

<sup>\*\*</sup> Urgent request is defined as a request that shall be put in production within 2 hours upon receipt if submitted during regular business hours (6:00AM – 6:00PM) AND processed in a priority sequence

if submitted outside regular business hours as defined above, at 8:00AM the following business day AND processed in a priority sequence;

<sup>\*\*\*</sup> In the event that FCAC's requirement contains a higher or lower word count than a 1000 words, the Contractor will charge firm pro-rated per-word rate based on dollar value submitted by the Bidder in response to RFP#20180685 as per formula below.

## A. Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada. During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

## **Optional Period 1:**

Optional Period 1:					
	Optional Period 1 (From April 1, 2024 to March 31, 2025)				
(A)	(B)	(C)	(D)		
Requirement	Number of Words For evaluation purpose only	Time (hours) required for completion	Firm Rate per 1000 words (in Can \$)		
Comparative copy editing (Regular)	1000		\$		
Comparative copy editing (Urgent)	1000		\$		
Stylistic editing (Regular)	1000		\$		
Stylistic editing (Urgent)	1000		\$		
Basic French editing services (Regular)	1000		\$		
Basic French editing services (Urgent)	1000		\$		
Proofreading (Regular)	1000		\$		
Proofreading (Urgent)	1000		\$		
Translation English to French (Regular)	1000		\$		
Translation English to French (Urgent)	1000		\$		
Translation French to English (Urgent)**	1000		\$		
Translation French to English (Urgent)**	1000		\$		
	Tota	I Estimated Cost:	\$		

<sup>\*</sup> Regular request is defined as a request that shall be put in production and processed on "as discussed with AND agreed to by FCAC" basis;

OR.

if submitted outside regular business hours as defined above, at 8:00AM the following business day AND processed in a priority sequence;

<sup>\*\*</sup> Urgent request is defined as a request that shall be put in production within 2 hours upon receipt if submitted during regular business hours (6:00AM – 6:00PM) AND processed in a priority sequence

<sup>\*\*\*</sup> In the event that FCAC's requirement contains a higher or lower word count than a 1000 words, the Contractor will charge firm pro-rated per-word rate based on dollar value submitted by the Bidder in response to RFP#20180685 as per formula below.

## **Optional Period 2:**

	Optional Period 2 (From April 1, 2025 to March 31, 2026)			
(A)	(B)	(C)	(D)	
Requirement	Number of Words For evaluation purpose only	Time (hours) required for completion	Firm Rate per 1000 words (in Can \$)	
Comparative copy editing (Regular)	1000		\$	
Comparative copy editing (Urgent)	1000		\$	
Stylistic editing (Regular)	1000		\$	
Stylistic editing (Urgent)	1000		\$	
Basic French editing services (Regular)	1000		\$	
Basic French editing services (Urgent)	1000		\$	
Proofreading (Regular)	1000		\$	
Proofreading (Urgent)	1000		\$	
Translation English to French (Regular)	1000		\$	
Translation English to French (Urgent)	1000		\$	
Translation French to English (Regular)	1000		\$	
Translation French to English (Urgent)	1000		\$	
	Tota	I Estimated Cost:	\$	

<sup>\*</sup> Regular request is defined as a request that shall be put in production and processed on "as discussed with AND agreed to by FCAC" basis;

OR.

if submitted outside regular business hours as defined above, at 8:00AM the following business day AND processed in a priority sequence;

<sup>\*\*</sup> Urgent request is defined as a request that shall be put in production within 2 hours upon receipt if submitted during regular business hours (6:00AM – 6:00PM) AND processed in a priority sequence

<sup>\*\*\*</sup> In the event that FCAC's requirement contains a higher or lower word count than a 1000 words, the Contractor will charge firm pro-rated per-word rate based on dollar value submitted by the Bidder in response to RFP#20180685 as per formula below.

## **Optional Period 3:**

	Optional Period 3 (From April 1, 2026 to March 31, 2027)			
(A)	(B)	(C)	(D)	
Requirement	Number of Words For evaluation purpose only	Time (hours) required for completion	Firm Rate per 1000 words (in Can \$)	
Comparative copy editing (Regular)	1000		\$	
Comparative copy editing (Urgent)	1000		\$	
Stylistic editing (Regular)	1000		\$	
Stylistic editing (Urgent)	1000		\$	
Basic French editing services (Regular)	1000		\$	
Basic French editing services (Urgent)	1000		\$	
Proofreading (Regular)	1000		\$	
Proofreading (Urgent)	1000		\$	
Translation English to French (Regular)	1000		\$	
Translation English to French (Urgent)	1000		\$	
Translation French to English (Regular)	1000		\$	
Translation French to English (Urgent)	1000		\$	
	Tota	I Estimated Cost:	\$	

<sup>\*</sup> Regular request is defined as a request that shall be put in production and processed on "as discussed with AND agreed to by FCAC" basis;

OR.

if submitted outside regular business hours as defined above, at 8:00AM the following business day AND processed in a priority sequence;

<sup>\*\*</sup> Urgent request is defined as a request that shall be put in production within 2 hours upon receipt if submitted during regular business hours (6:00AM – 6:00PM) AND processed in a priority sequence

<sup>\*\*\*</sup> In the event that FCAC's requirement contains a higher or lower word count than a 1000 words, the Contractor will charge firm pro-rated per-word rate based on dollar value submitted by the Bidder in response to RFP#20180685 as per formula below.

## **Optional Period 4:**

	Optional Period 4 (From April 1, 2027 to March 31, 2028)			
(A)	(B)	(C)	(D)	
Requirement	Number of Words For evaluation purpose only	Time (hours) required for completion	Firm Rate per 1000 words (in Can \$)	
Comparative copy editing (Regular)	1000		\$	
Comparative copy editing (Urgent)	1000		\$	
Stylistic editing (Regular)	1000		\$	
Stylistic editing (Urgent)	1000		\$	
Basic French editing services (Regular)	1000		\$	
Basic French editing services (Urgent)	1000		\$	
Proofreading (Regular)	1000		\$	
Proofreading (Urgent)	1000		\$	
Translation English to French (Regular)	1000		\$	
Translation English to French (Urgent)	1000		\$	
Translation French to English (Regular)	1000		\$	
Translation French to English (Urgent)	1000		\$	
	Tota	I Estimated Cost:	\$	

<sup>\*</sup> Regular request is defined as a request that shall be put in production and processed on "as discussed with AND agreed to by FCAC" basis;

OR.

if submitted outside regular business hours as defined above, at 8:00AM the following business day AND processed in a priority sequence;

<sup>\*\*</sup> Urgent request is defined as a request that shall be put in production within 2 hours upon receipt if submitted during regular business hours (6:00AM – 6:00PM) AND processed in a priority sequence

<sup>\*\*\*</sup> In the event that FCAC's requirement contains a higher or lower word count than a 1000 words, the Contractor will charge firm pro-rated per-word rate based on dollar value submitted by the Bidder in response to RFP#20180685 as per formula below.

## **Optional Period 5:**

	Optional Period 4 (From April 1, 2028 to March 31, 2029)			
(A)	(B)	(C)	(D)	
Requirement	Number of Words For evaluation purpose only	Time (hours) required for completion	Firm Rate per 1000 words (in Can \$)	
Comparative copy editing (Regular)	1000		\$	
Comparative copy editing (Urgent)	1000		\$	
Stylistic editing (Regular)	1000		\$	
Stylistic editing (Urgent)	1000		\$	
Basic French editing services (Regular)	1000		\$	
Basic French editing services (Urgent)	1000		\$	
Proofreading (Regular)	1000		\$	
Proofreading (Urgent)	1000		\$	
Translation English to French (Regular)	1000		\$	
Translation English to French (Urgent)	1000		\$	
Translation French to English (Regular)	1000		\$	
Translation French to English (Urgent)	1000		\$	
	Tota	I Estimated Cost:	\$	

<sup>\*</sup> Regular request is defined as a request that shall be put in production and processed on "as discussed with AND agreed to by FCAC" basis;

OR.

if submitted outside regular business hours as defined above, at 8:00AM the following business day AND processed in a priority sequence;

<sup>\*\*</sup> Urgent request is defined as a request that shall be put in production within 2 hours upon receipt if submitted during regular business hours (6:00AM – 6:00PM) AND processed in a priority sequence

<sup>\*\*\*</sup> In the event that FCAC's requirement contains a higher or lower word count than a 1000 words, the Contractor will charge firm pro-rated per-word rate based on dollar value submitted by the Bidder in response to RFP#20180685 as per formula below.

## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

## 4.1.1.1 Joint Venture Experience

- a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.
  - Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
- b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.
  - Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.
- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- o Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- o Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

## 4.1.1.2 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

#### 4.1.1.3 Point Rated Technical Criteria

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

#### 4.1.2 Financial Evaluation

4.1.2.1 For bid evaluation and Contractor 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.

#### 4.2 Basis of Selection

- 4.2.1. **Highest Combined Rating of Technical Merit and** Price / SACC Manual Clause <u>A0027T</u> (2012-07-16)
  - 1. To be declared responsive, a bid must:
    - a. comply with all the requirements of the bid solicitation; and
    - b. meet all mandatory evaluation criteria; and
    - c. obtain the Highest Combined Rating
  - 2. Bids not meeting "(a) or (b) or (c)" will be declared non-responsive.
  - 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **70%** for the technical merit and **30%** for the price.
  - 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by maximum number of points available multiplied by the ratio of 70%.
  - 5. To establish the pricing score, each responsive bid will be determined as follows: lowest cost divided bidders cost multiplied by the ratio of 30%.
  - 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
  - 7. Neither the responsive bid obtaining the highest technical 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 recommend for award of a contract.
  - 8. The technical and financial scores will be aggregated, and the Bidder with the highest combined score will be recommended for Contract award.
  - 9. In the event that two or more proposals have exactly the same combined score, Bid with highest technical score will be recommended for contract award.

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

Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Score for All the Point Rated Technical Criteria	OS1: 115/135	OS2: 89/135	OS3: 92/135
Bid Evaluated Price	P1: C\$55,000	P2: C\$50,000	<b>LP</b> and P3: C\$45,000
Calculations	Technical Merit Score (OSi x 70)	Pricing Score ( LP/Pi x 30 )	Combined Rating
Bidder 1	115/135 x 70 = 59.50	45/55 x 30 = 24.60	84.10
Bidder 2	89/135 x 70 = 46.20	45/50 x 30 = 27	73.20
Bidder 3	92/135 x 70 = 47.60	45/45x 30 = 30	77.60

## **ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA**

## **Mandatory Technical Evaluation Criteria:**

## **INSTRUCTIONS**

Bidders MUST respond to the following mandatory evaluation criteria IN THE ORDER SHOWN.

The Mandatory Requirements listed below will be evaluated on a simple pass/fail (i.e. compliant/non-compliant) basis. Proposals which fail to meet the Mandatory Requirements will be deemed NON-COMPLIANT and given no further consideration.

Proposals **must** clearly demonstrate compliance with all of the following Mandatory Requirements and **must** provide the necessary documentation to support compliance.

ID#	Mandatory criteria	Submission requirements	Compliant (Yes/No)	Bid Reference Page #
<b>M</b> 1	The bidder's technical proposal must include curriculum vitae for each of the proposed resources, demonstrating a minimum of 5 years of experience within the past 10 years translating and editing for a wide variety of audiences, including financial services and/or private sector, consumer groups, and the general public.  ***All experience listed must have been rendered prior to time of bid closing to qualify.  Experience of the proposed resource will be further evaluated in point rated criterion R1.	The bidder <b>must</b> provide a summary of each proposed resource's experience in editing and translation, including the nature of the work and audiences for which the work was intended. The bidder must provide sufficient detail to substantiate the information contained in the bidder's proposal regarding each proposed resource. Failure to provide sufficient detail will result in said resource being given no further consideration.	☐ Yes☐ No	
M2	The Bidder must provide 2 examples of technical documents created within the past 5 years preceding the date of bid closing, demonstrating French editing and review focused on business and/or financial services, including research reports, business plans, annual reports, communications products, etc.  Examples may be the same as those submitted in response to M3.  * Only 2 examples shall be submitted. In the event that more than 2 examples are submitted in	For each example listed, the Bidder must provide a Word or PDF copy or, a URL for the example.  The Bidder must include the following in the list for each example submitted:  • Document title;  • Title of the project the document was completed for;  • Date of completion  • Name and physical address of the client organization that received the editing services;	☐ Yes☐ No	

Sollicitation No. - N° de l'invitation : 20220536

	response to M2, FCAC will evaluate only 2 examples chosen at its own discretion unless the Bidder clearly specifies in their proposal which 2 examples to evaluate.	Name, position, e-mail address and phone number of Project Authority.		
ID#	Mandatory criteria	Submission requirements	Compliant (Yes/No)	Bid Reference Page #
МЗ	The Bidder <b>must</b> provide 2 examples of documents created within the past 5 years preceding the date of bid closing, demonstrating English to French translation focused on business and/or financial services, including research reports, business plans, annual reports, communications products, etc.  Examples may be the same as those submitted in response to <b>M2</b> .  * Only 2 examples shall be submitted. In the event that more than 2 examples are submitted in response to M3, FCAC will evaluate only 2 examples chosen at its own discretion unless the Bidder clearly specifies in their proposal which 2 examples to evaluate.	For each example listed, the Bidder must provide a Word or PDF copy or, a URL for the example.  The Bidder must include the following in the list for each example submitted:  Document title;  Title of the project the document was completed for;  Date of completion  Name and physical address of the client organization that received the editing services;  Name, position, e-mail address and phone number of Project Authority.	□ Yes □ No	
M4	The Bidder <b>must</b> provide 2 examples of documents created within the past 5 years preceding the date of bid closing, demonstrating French to English translation focused on business and/or financial services, including research reports, business plans, annual reports, communications products, etc.  * Only 2 examples shall be submitted. In the event that more than 2 examples are submitted in response to M3, FCAC will evaluate only 2 examples chosen at its own discretion unless the Bidder clearly specifies in their proposal which 2 examples to evaluate.	For each example listed, the Bidder must provide a Word or PDF copy or, a URL for the example.  The Bidder must include the following in the list for each example submitted:  • Document title;  • Title of the project the document was completed for;  • Date of completion  • Name and physical address of the client organization that received the editing services;	☐ Yes☐ No	

## **Point Rated Technical Evaluation Criteria:**

## **INSTRUCTIONS**

The Bidders response must clearly identify where information can be found for the point-rated criteria (e.g., specify the page numbers, tabs etc.).

The criteria contained herein will be used to evaluate each Proposal that has met all of the Mandatory Requirements. Bidders are advised to address these requirements in the following order and in sufficient depth in their proposals to enable a thorough assessment. The assessment will be based solely on the information contained within the Proposal. The proposal team may confirm information; seek clarification or presentation from Bidders.

ID#	Point-rated criteria	Maximum points	Bidder's Score	Bid Reference Page #
R1	The proposed resource has a demonstrated experience in translating and editing for a wide variety of audiences, including financial services and/or private sector, consumer groups, and the general public <u>in addition</u> to 5 Mandatory years of experience requested in <b>M1</b> .	2 points per 1 year (12 months) of demonstrated experience to the maximum of <b>20 points.</b> * No partial points will be awarded for experience lesser than 12 months.		
R2	The proposed resource has successfully created technical documents within the past 5 years preceding the date of bid closing, demonstrating French editing and review focused on business and/or financial services, including research reports, business plans, annual reports, communications products, etc. and in making documents compliant with the Canada.ca Content Style Guide in addition to 2 Mandatory documents requested in M2.  Examples may be the same as those submitted in response to R3.  * Only up to 4 examples shall be submitted. In the event that more than 4 examples are submitted in response to R2, FCAC will evaluate only 4 examples chosen at its own discretion unless the Bidder clearly specifies in their proposal which 4 examples to evaluate.	3 points per compliant example to the maximum of 12 points.  * No partial points will be awarded for examples deemed non-compliant with R2.		

ID#	Point-rated criteria	Maximum points	Bidder's Score	Bid Reference Page #
R3	The proposed resource has successfully created technical documents within the past 5 years preceding the date of bid closing, demonstrating English to French translation focused on business and/or financial services, including research reports, business plans, annual reports, communications products, etc. and in making documents compliant with Canada.ca Content Style Guide in addition to 2 Mandatory documents requested in M3.	3 points per compliant example to the maximum of 12 points.  * No partial points will be awarded for examples deemed non-compliant with R3.		
	* Only up to 4 examples shall be submitted. In the event that more than 4 examples are submitted in response to R3, FCAC will evaluate only 4 examples chosen at its own discretion unless the Bidder clearly specifies in their proposal which 4 examples to evaluate.			
R4	The proposed resource has successfully created technical documents within the past 5 years preceding the date of bid closing, demonstrating French to English translation focused on business and/or financial services, including research reports, business plans, annual reports, communications products, etc. in addition to 2 Mandatory documents requested in M3.  * Only up to 4 examples shall be	2 points per compliant example to the maximum of <b>8 points</b> .  * No partial points will be awarded for examples deemed non-compliant with <b>R4</b> .		
	submitted. In the event that more than 4 examples are submitted in response to R2, FCAC will evaluate only 4 examples chosen at its own discretion unless the Bidder clearly specifies in their proposal which 4 examples to evaluate.			

ID#	Point-rated criteria	Bidder's Score	Bid Reference Page #	
R5	Translation / editing test The Bidder will be provided with two written tests via email. Email will be sent at the pre-arranged time. The bidder will have 90 minutes to complete the test and email the result to FCAC.	Maximum <b>20 points.</b> * Refer to "R5A Translation test evaluation grid" below.		
	Maximum total points		72	
	Minimum score of 70% to be	e considered compliant		50
		Bidder's Points		

R5A Translation test evaluation grid

RSA Translation test evaluation grid	
	MARKING STARTS AT 20 points
RATIONALE	
(Each mistake -1, except Opposite meaning -2 and Unfinished -3)	
UNFINISHED	
ILLEGIBLE	
INSUFFICIENT KNOWLEDGE OF SOURCE TEXT	
TRANSLATION MISTAKES:	
Opposite meaning or severe mistranslation	
Semantic drift	
Additional or missing message	
Wrong register	
Terminology or word selection	
False cognate	
Improper connotation	
Anglicism	
Writing protocol	
LANGUAGE MISTAKES	
Grammar	
Punctuation	
Spelling	
Usage	
Style	

#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

#### 5.1 Certifications and Additional Information Required with the Bid

## 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

## 5.1.2 Former Public Servant in Receipt of a Pension (pages 4 – 5 of the RFP)

## 5.2 Certifications and Information Required Precedent to Contract Award

The required certifications and additional information below should be submitted with the bid but may be submitted afterwards. If the required certifications and additional information are not submitted with the bid, the Contracting Authority will inform the Bidder of a time frame within which they must be submitted by the Bidder. Failure to provide the required certifications and additional information within the time frame specified will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

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

## 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

The Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity certification before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture. **Attachment 1 to Part 5**, Additional Certifications Precedent to Contract Award, includes a copy of the certification to provide.

## 5.2.3 Additional Certifications Required Precedent to Contract Award

The required additional certifications to provide are included in Attachment 1 to Part 5, Additional Certifications Required Precedent to Contract Award.

# ATTACHMENT 1 TO PART 5, ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

## 1. Federal Contractors Program For Employment Equity - Certification

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

For further information on the Federal Contractors Program for Employment Equity visit the Employment and Social Development Canada (ESDC) - Labour's website (https://www.canada.ca/en/employmentsocial-development/programs/employment-equity/federal-contractor-program.html). Instructions to the Bidder:(YYYY/MM/DD) If left blank, the date will be deemed to be the bid solicitation closing date. Instructions to the Bidder: Complete both A and B. A. Instructions to the Bidder: Check only one of the following: ( ) A1. The Bidder certifies having no work force in Canada. ( ) A2. The Bidder certifies being a public sector employer. The Bidder certifies being a federally regulated employer being subject to the Employment ( ) A3. Equity Act. ( ) A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent fulltime and / or permanent part-time employees. ( ) A5. The Bidder certifies having a combined workforce in Canada of 100 or more permanent fulltime and/or permanent part-time employees. ( ) A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour. or ( ) A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour. B. Instructions to the Bidder: Check only one of the following: The Bidder is not a Joint Venture. ( ) B1. or ( ) B2. The Bidder is a Joint venture. Instructions to the Bidder: Refer to the Joint Venture section of

the Standard Instructions. If the Bidder is a Joint Venture, it must provide the Contracting Authority before contract award with a completed Federal Contractors Program for

Employment Equity certification for each member of the Joint Venture.

## 2. Status and Availability of Resources

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

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

## 3. Education and Experience

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

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

## 6.1 Security Requirement

- 1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses:
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 Resulting Contract Clauses;
  - (e) the Bidder must provide the address(es) of proposed sites(s) or premises of work performance and document safeguarding as indicated in Part 3 Section IV Additional Information.
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, bidders should refer to the <u>Industrial Security Program (ISP)</u> of Public Works and Government Services Canada.

## 6.2 Financial Capability

SACC Manual clause A9033T(2012-07-16), Financial Capability

#### 6.3 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

#### PART 7 - RESULTING CONTRACT CLAUSES

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

#### 7.1 Statement of Work

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

#### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

<u>2035(</u>2022-05-12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract with the following replacements:

**Section 08 – Replacement of Specific Individuals**, of 2035 (2008-05-12) General Conditions – Higher Complexity – Services is deleted and replaced with the following:

- if the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
  - a. the name, qualifications, and experience of a proposed replacement immediately available for Work; and
  - b. security information on the proposed replacement as specified by Canada, if applicable.

Any assessment of the information provided will occur as per 2 (b) below.

- 2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
  - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Article titled "Default of the Contractor"; or
  - b. assess the information provided under 1 (a) and (b) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Project Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in 2 (a) above, or require the Contractor to propose another replacement within five working days' notice.
- 3. Where an Excusable Delay applies, Canada may require 2 (b) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.
- 4. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve

the Contractor from its responsibility to meet the requirements of the Contract.

5. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

**Section 17 - Interest on Overdue Accounts**, of 2035 (2022-05-12) General Conditions - Higher Complexity - Services - will not apply to payments made by credit cards.

With respect to **Section 30 - Termination for Convenience**, of 2035 (2022-05-12) General Conditions - Higher Complexity - Services, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

- 04) The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract
- 05) Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
  - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination; or
  - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
- 06) The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

#### 7.2.2 Replacement of Specific Individual(s)

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

  2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

## 7.2.3 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection

Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## 7.3 Security Requirement

**7.3.1** The following security requirement (SRCL and related clauses provided by the <u>Contract Security Program</u> apply and form part of the Contract:

Common-Professional Services Security Requirement Check List # 9

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

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

#### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The period of the Contract is from **contract award** to **2024-03-31** inclusive.

## 7.4.2 Option to Extend the Contract

If deemed necessary, the end date of the contract may be amended (extended) at the FCAC's sole discretion. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least **five (5)** calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 7.4.3 N/A - Deleted

#### 7.4.4 Termination on Thirty Days Notice

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

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

## 7.4.5 Comprehensive Land Claims Agreements (CLCAs)

The Contract does not include deliveries of services within locations that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations that are subject to CLCAs will have to form part of a separate contract.

#### 7.5 Authorities

#### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Stephane Dupel

Title: Senior Contracting and Procurement Officer Organization: Financial Consumer Agency of Canada

Address: 427 Laurier Ave. West, Suite 600, Ottawa, ON K1R 1B9

Telephone: (613) 371-3223

E-mail address: stephane.dupel@fcac-acfc.gc.ca

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

## 7.5.2 Project Authority

The Project Authority for the Contract is: Will be identified 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.

## 7.5.3 Contractor's Representative

Will be identified at contract award

## 7.6 Payment

## 7.6.1 Basis of Payment

**7.6.1.1** The Contractor will be paid for the Work specified in the Statement of Work (SoW), in accordance with the firm per deliverable or per diem rate listed in Basis of payment at Annex "B"

## 7.6.2 Canada's Total Liability

- A. For the Work described in the Statement of Work in Annex A, Canada's total liability to the Contractor under the Contract must not exceed \$ will be entered at contract award. Customs duties are included and Applicable Taxes are extra.
- B. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - 1. when it is 75 percent committed, or
  - 2. four (4) months before the Contract expiry date, or
  - 3. As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

#### 7.6.3 Method of Payment (Milestone Payments)

Canada will make milestone payments in accordance with the Statement of Work detailed in the Contract and the payment provisions of the Contract.

## 7.6.4 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instruments:

a. MasterCard Acquisition Card;

b. Direct Deposit (Domestic and International);

## 7.6.5 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

## 7.7 Invoicing Instructions

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

Each invoice must be supported by a copy of time sheets to support the time claimed **if optional** (services, due to unforeseen extension in scope of work) are requested by the FCAC;

- 2. Invoices must be distributed as follows:
  - . One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

#### 7.8 Certifications and Additional Information

## 7.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 7.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid List" available at the bottom of the page of the <a href="Employment and Social Development Canada">Employment Canada</a> (ESDC) - Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 7.9 Applicable Laws

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

## 7.10 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 2035 (2022-05-12), General Conditions Higher Complexity Services;
- (c) Annex A, Statement of Work;

amended on (year-month-day).)

(d) Annex B, Basis of Payment;
 (e) Annex C, Security Requirements Check List;
 (f) the Contractor's bid dated \_\_\_\_\_ (Insert the date (year-month-day) of the bid. if the bid was clarified or amended, at time of contract award, add, as applicable: ", as clarified on \_\_\_\_\_ (year-month-day)" "and" ", as

## 7.11 Foreign Nationals

SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor) SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

#### 7.12 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

## 7.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

## 7.14 4013 - Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

## 7.15 4014 – Suspension of the work

- 1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) "Default by the Contractor" or "Termination for convenience" of general conditions 2035 (2022-05-12).
- 2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.

3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

## 7.16 A3015C(2014-06-26) - Certifications - Contract

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

## ANNEX A, STATEMENT OF WORK

## 1. Scope

#### 1.1. Title

French editorial and translation support for FCAC

## 1.2. Ojective of the requirement

To ensure a high written and editorial standard for FCAC communications.

## 1.3. Background and Specific Scope of the Requirement

FCAC encourages financial institutions to communicate in plain language with consumers of financial products. In that spirit, FCAC uses plain language in its own communications with the public. The wider the audience likely to read an FCAC publication (or major segments of it), the greater the need to communicate in clear, simple, engaging terms. This does not mean 'dumbing down' documents. Rather, it means structuring and writing content so that it is appealing and easy for the wider target audience to grasp and appreciate.

The contractor will provide French editing, revision and translation services for a wide variety of communication products, such as but not limited to brochures, fact sheets, backgrounders, news releases, speeches, pamphlets, material for Web sites, communication plans, reports, publications, guides, promotional materials and newsletters on an "as required" basis. This can include technical and financial related documents such as financial statements, business plans, research reports, etc. This work benefits from a solid grasp of financial issues generally, and of FCAC in particular.

## Revision/editing services:

The contractor will provide the following services for FCAC:

- Comparative copy editing/revision comparing French text against the English equivalent to ensure an accurate translation and that the material is communicated in an appealing fashion that reflects typical French usage (as opposed to a word-for-word translation that is inappropriately reflective of English expression).
- **Stylistic editing** comparing a series of similar publications or a single stand-alone publication or document against Canada.ca style guide to ensure consistency of style for such items as headings and sub-headings, charts, terminology, spacing, numbering, etc.
- **Basic French editing services** ensuring the document is free of grammatical errors, that the appropriate words and terms are used and that the piece communicates the intended message appropriately.
- **Proofreading** the contractor may be asked to proofread final draft of documents to ensure they are error free.

## **Translation services:**

FCAC relies primarily on the services of the Translation Bureau to meet the bulk of its translation needs. However, the services of contractor may be required on an as-needed basis. The contractor will provide the following services for FCAC:

- **Translation** of texts from English to French (ensure the material is communicated in an appealing fashion that reflects the meaning, tone and style of the English source, in typical French usage.
- Quality assurance, including proofreading of the translation to ensure the document is free of errors
- Style ensure the text follows Canada.ca style guide.

#### Turnaround time and availability

FCAC will discuss deadlines and availability with the contractor for each project in advance, where possible. FCAC requests that the contractor inform the Agency of any extended periods of absence due to vacation or illness so that FCAC can make alternate arrangements.

## 2. Requirements

#### 2.1. Tasks, Activities, Deliverables and Milestones

All work will be delivered in the same format (e.g. Microsoft Word, Excel) as initially provided to the contractor, unless specified otherwise by FCAC. Version control (file naming and numbering) will also be specified by FCAC.

#### 2.2. Reporting Requirements

After receiving the text, the contractor will provide FCAC with an estimate of hours required to complete the work. To assist FCAC in its quality control procedures, the contractor will communicate concerns as to any low-quality translations submitted for editing.

#### 3. Other Terms and Conditions of the SOW

#### 3.1. Authorities

## **Project Authority:**

To be identified at contract award

## 3.4 Ownership and Intellectual Property Rights

FCAC shall own all Intellectual Property Rights in any work or any part of the work developed by the contractor under this contract. This includes the content that shall be developed for an Indigenous Adult Audience such as participants booklets, facilitators guides and train-the-trainer materials.

#### 3.5 Location of Work, Work site and Delivery Point

All work shall be performed at Contractor's place of business.

## 3.6 Language of Work

The contractor will edit documents in French, comparing them to English originals, as applicable. Translation will be done from English into French.

Sollicitation No. - N° de l'invitation : 20220536 Unclassifiéd / Non classifié

## ANNEX B, BASIS OF PAYMENT

Will be inserted at contract award

# ANNEX C, SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#9

				CON	INICIA-L	3-31(GE#3	
	Government	Gouvernemen				Contract Number/ Numéro du contrat	
-	of Canada	du Canada				20220536	
		and the second		-	58		ité
				1		Security Classification / Classification de sécur UNCLASSIFIED	
			ECURITY REQUI	REMENTS C	HECK L	IST (SRCL)	
DART A CO	NTD ACT INFORM	LISTE DE VERIFI	CATION DESEX	GENCES RE	LATIVES	S À LA SÉCURITÉ (LVERS)	
		artment or Organizat		ONTRACTOL		2 Branch or Directorate / Direction générale or	u Direction
		ernemental d'origine					
3. a) Subconf	tract Number / Nun	néro du contrat de sa	ous-traitance	3. b) Name ar	nd Address	s of Subcontractor / Nom et adresse du sous-tr	aitant
4 Brief Desc	ription of Work / Br	ève description du tr	ravail	4			
	W	180					
		coess to Controlled C				V	No Yes
100000000000000000000000000000000000000		xès à des marchandi					Non L Oui
5, b) Will the Regulat		xxess to unclassified	military technical da	ta subject to the	e provision	ns of the Technical Data Control	No Yes
		sès à des données te	chniques militaires	non classifi <del>ée</del> s	qui sont a	ssujetties aux dispositions du Règlement	Non L Oui
sur le co	ontrôle des donnée	es techniques?					
Contraction to a service		equired / Indiquer le	0.00				
6. a) Will the	supplier and its en	nployees require acc	ess to PROTECTED	and/or CLASS	SIFIED info	ormation or assets?	No Yes
		is employes auront-i s using the chart in (		ignements ou a	i des biens	s PROTÉGÉS et/ou CLASSIFIÉS?	Non L Oui
(Précise	er le niveau d'accès	s en utilisant le table	au qui se trouve à la				
6. b) Will the	supplier and its en	nployees (e.g. clean	ers, maintenance pe	rsonnel) require	e access to	o restricted access areas? No access to	No Yes
PROTE	CTED and/or CLA: risseur et ses emp	SSIFIED information lovés (p. ex. nettove	or assets is permitte	ю. etien) auront-il	s accès à c	des zones d'accès restreintes? L'accès	Non L Oui
à des re	inseignements ou a	à des biens PROTE	GES et/ou CLASSIF	IES n'est pas a	utorisė.		
			ment with no overnig ison commerciale sa			V	No Yes Non Oui
553		553		38 B		S = 6	
7. a) Indicate	- marin marining and a second property of the	1 3 3		520 SSSSSSSSS	er te type o	d'information auquel le fournisseur devra avoir	acces
	Canaola	V		O/OTAN		Foreign / Étranger	]
		trictions relatives à la				1900 17 2000	
No release Aucune rest	restrictions triction relative	V	All NATO countri Tous les pays de		î	No release restrictions Aucune restriction relative	7
à la diffusio		.50	(A. 1000) - 1000	3375 MS\$151	50	à la diffusion	_
Not releasa	bla						
A ne pas di							
MADERICA CONTROL	**************************************		120000000000000000000000000000000000000	energy and	7	Supplementary of the Company of the	7
The state of the s	o: / Limité à ;		Restricted to: / L			Restricted to: / Limité à ;	
Specify cou	ntry(ies): / Précisei	r le(s) pays :	Specify country(i	es): / Préciser l	e(s) pays:	: Specify country(ies): / Préciser le(	s) pays :
7	to Particular to the Art	and the Property of the Control					
PROTECTE	information / Nive	au dinformation	I NATO UNCLASS	HEIED	7	PROTECTED A	10
PROTÉGÉ		<b>V</b>	NATO NON CLA			PROTÉGÉ A	_
PROTECTE	DR F	<del>5</del> 1	NATO RESTRIC		一	PROTECTED B	ī
PROTÉGÉ	B L	<u>~  </u>	NATO DIFFUSIO		E 🗀	PROTÉGÉ B	i
PROTECTE	2533545		NATO CONFIDE			PROTECTED C	f
PROTÈGÉ	130	=	NATO CONFIDE	NTIEL		PROTÉGÉ C	1
CONFIDEN	A004904 (2)		NATO SECRET			CONFIDENTIAL	
SECRET	TIEL L	=	COSMIC TOP SI	FORET	=	CONFIDENTIEL L	i
SECRET			COSMIC TRES			SECRET	
TOPSECR	ET <b>F</b>	<del>-</del> 1		in in the color	-11 77	TOP SECRET	ī
TRÈS SECI						TRÈS SECRET	]
	ET (SIGINT)					TOP SECRET (SIGINT)	
TRES SECT	RET (SIGNT) L	_				TRÉS SECRET (SIGINT)	1

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

Canadä

Sollicitation No. - N° de l'invitation : 20220536 Unclassified / Non classifié

## COMMON-PS-SRCL#9



Contract Number/ Numéro du contrat	
20220536	
Security Classification / Classification de sécurité UNCLASSIFIED	

	finued) / PARTIE A (suite) plier require access to PROTECTED	and/or CLASSIFIED COMSEC	information or assets?		No Yes
Le fournisse	eur aura-t-il accès à des renseigneme			ASSIFIÉS?	Non Oui
	ate the level of sensitivity: native, indiquer le niveau de sensibilit	200			
9. Will the sup	plier require access to extremely sen	sitive INFOSEC information or a	ssets?		✓ No Yes
2040-0202-031995 240-04-1-0204-0-03	eur aura-t-il accès à des renseigneme		e nature extremement delicate	ž	Non Qui
	s) of material / Titre(s) abrégé(s) du m Number / Numéro du document :	ratériel :			
	RSONNEL (SUPPLIER) / PARTIE B -				
10. a) Personi	nel security screening level required /	Niveau de contrôle de la sécurit	é du personnel requis		
V	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECF	
	TOP SECRET - SIGINT TRES SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIAL	NATO SECRET		OP SECRET
	SITE ACCESS	INATO CONFIDENTICE	LI MATO SEGRET	L COSMIC	NES SECRET
	ACCES AUX EMPLACEMENTS				
55.	Special comments: Commentaires spéciaux :				
	NOTE: If multiple levels of screening REMARQUE: Si plusieurs niveaux				fourni
	screened personnel be used for portion connel sans autorisation sécuritaire pe	ons of the work?			No Yes
15000000000	will unscreened personnel be escorted		io navani		No Yes
	iffirmative, le personnel en question s				Non Oui
DARRESA	FEGUARDS (SUPPLIER) / PARTIE O	меспрестепротесто	Weether Wederlie		G = E
	ON / ASSETS / RENSEIGNEMEN		N (I COKNISSEOK)		
34433-14043-0					
	supplier be required to receive and st	ore PROTECTED and/or CLAS	SIFIED information or assets	on its site or	No Yes
premise	es? risseur seia-t-il tenu de recevoir et d'e	intrannoar our nlana dao ranoai	inamante zu das hians DDAT	ÉGÉS Atlon	Non Oui
CLASS	FIÉS?	umahoon on blace and tenori	gnamania da das bians ( NOT)	LOLD GIOG	
44 6100000466	conning he enquired to enforced CC	MCEC information or accepts?			Ma Myss
	supplier be required to safeguard CC risseur seia-t-il tenu de protéger des		OMSEC?		No Yes
					75 S S
PRODUCTIO	ON .				
a second resonance con				NEW SELECTION OF THE SECURITY	VV
	production (manufacture, and/or repair : the supplier's site or premises?	and/or modification) of PROTEC	ED and/or CLASSIFIED mater	al orequipment	No Yes
Les inst	allations du fournisseur serviront-elles à	la production (fabrication et/ou r	éparation et/ou modification) de	matériel PROTÉGÉ	
et/ou Cl	ASSIFIÉ?				
INFORMATIO	ON TECHNOLOGY (IT) MEDIA / S	IDOODT DELATIE À LA TECHA	IOLOGIE DE L'INICODMATION	CDS	
THE CHARLES	SA TECHNOLOGY (IT) WEBIA 7 3	STOKI KELATII A LA ILCIII	OCCORE DE L'INI ORNAMON	1,111	
11 d) Mill the	supplier be required to use its (T system	ne to electronically process, povi	ve or store DDOTECTED and/o	SCH ASSIEIED	No ZYes
informa	ton or data?				Non Oui
	isseur sera-t-il tenu d'utiliser ses propre		aiter, produite ou stocker électr	oniquement des	
renseig	nements ou des données PROTÉGÉS	evou GLASSIFIES?			
11. e) Will then	e be an electronic link between the sup	plier's IT systems and the govern	ment department or agency?		No Yes
Dispose	ra-t-on d'un lien électronique entre le s			igence	Non Oui
gouvern	ementale?				
THE LEWISTRANSPORTS	e soletokat de monta de trasparent i	***************************************	**************************************		
TBS/SCT 35	0-103(2004/12)	Security Classification / Cla	SECTION OF THE LEGISLAND CONTRACTOR		O 114
		UNCLASS	IFIED		Canadä

41 of 46

# Government Gouvernement du Canada

## COMMON-PS-SRCL#9

Contract Number / Numéro du contrat	
20220536	
Security Classification / Classification de sécurité	
UNCLASSIFIED	

A B C COMPONITAL SECRET RESTRICTED COMPONITAL SECRET TOP PROTECT COMPONITAL SECRET SECRET	For users comple Dans le cas des dans le tableau re	utilis	ateu	rsq		le formul	sire en lig	ne (par Inter		ises aux	questions						saisies
A B C COMPOSITIAL SECRET TOP SECRET RESTRICTED OMNOBING TOP SECRET									NATO			Î			COMSEC		
Information / Assets Renseignements / Biens Production T Media / Support TI T Link / Use nelectrorique  2. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?	dalegalie	3	F	Bi.	CONRIDENTIAL	Toma service	SECRET	RESTRICTED NATO	CONFIDENTIAL		TOP SECRET COBUIC	P	ROT BO	É		SECRET	TOP SECRET
tenseignements / Blens  rockution  Fixed at / support TI  Funt / Len electronique  2. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?	nformation ) écsets		100020				SECRE		COMMUNICE				Ш	_			SBUKE
Meda / pportTi Link / enelectronique  a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?	enseignements/Blens		"		-	-	-			-		Ш	H	-			
a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?	:::::05:8:V/4	8		2		-	-			-	2			⊨			
a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?	Link /		8	60							i.	Н		H			
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".	r Link / en electronique 2. a) Is the descrip La description	du 1	trava	il vis	sé par la prése	ente LVER	RS est-elle	de nature P	ROTÉGÉE et	ou CLAS		(a)				✓ No Non	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED Canadä

Sollicitation No. - N° de l'invitation : 20220536

Unclassified / Non classifié

Signature Page of SRCL was intentionally excluded.