



July 2, 2013

20-13-0001

LETTER OF INVITATION

Dear Sir/Madam:

The Department of Indian Affairs and Northern Development (DIAND) invites you to submit a proposal for the following work:

Transcription Services

DIAND intends to award up to two (2) competitively awarded contracts as a result of this proposal call.

Under companion solicitation 20-13-0002, Set-Aside pursuant to the Procurement Strategy for Aboriginal business (PSAB), DIAND intends to award up to one (1) competitively awarded contract to a qualified Aboriginal Business.

In the event the required number of awards is not attained as a result of the set-aside solicitation 20-13-0002, DIAND reserves the right to award up to one (1) additional contract pursuant to this process, for a total of three (3) contracts overall.

The proposal shall be in accordance with the requirements of the attached Instructions to Bidders, Mandatory Requirements, Proposal Evaluation Criteria, Assigned Weights and Selection Methodology, Articles of Agreement, General Conditions, Supplementary Conditions, Terms of Payment, Statement of Work, and the Federal Contractor's Program for Employment Equity.

Please ensure that your proposal is complete in all respects and includes all information required for a comprehensive evaluation in accordance with the criteria described in the Selection and Evaluation Criteria attached.

Tous les documents de cet appel d'offres sont aussi disponibles dans la langue française. / All Request for Proposal documents associated with this proposal call are also available in the French language.

Bidders should indicate in their proposal the official language(s) in which they can provide the services. The successful Bidder(s) must be able to provide their services in both Official Languages of Canada.

The price(s) quoted in the financial proposal are to be expressed as a fixed per unit rate(s) for the Work described in Appendix "D", Statement of Work, in accordance with the Instructions to Bidders and Appendix "C", Terms of Payment attached herein. The fixed per unit rate(s) must include all payroll, overhead costs and profits required to complete the Work.

The invited bidders shall not introduce in their proposal cost elements which are not requested in this proposal call.

The price(s) quoted shall include any and all applicable taxes, subject to the following:

- a) The proposal shall expressly indicate whether the Contractor is a registrant in the Federal Goods and Services Tax Program or the Harmonized Sales Tax Program and, if so, shall set out the registration number.

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- b) If the bidder is so registered, the proposal shall make separate reference to any amounts to be charged on account of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST).

Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) shall be delivered to the following address, on or before **15:00 hrs, Eastern Daylight Time (EDT), July 22, 2013:**

Mailing Address:

Department of Indian Affairs and Northern Development
c/o Heritage Canada
15 Eddy Street
2nd Floor Mailroom 2F1
Gatineau, Quebec K1A 0M5

Location:

Heritage Canada (Acting as the Bid Receiving Agent on behalf of DIAND)
15 Eddy Street
2nd Floor Mailroom 2F1
Gatineau, Quebec K1A 0M5

In order to be considered, proposals or any amendments thereto must be received at the above address on or before the exact time and date set for the receipt of proposals. Late proposals will be returned unopened to senders.

Due to enhanced security measures for visitors to the building, the Procurement Officer has made the necessary arrangements with the building security/Commissionaires to allow Bidders, who choose to deliver their proposals by hand, access to the above location address during normal business hours (8:00 am to 4:00 pm). Proposals that are sent in by mail or by courier are routed through the Departmental Mail Room.

Proposals submitted by facsimile, electronic mail or by other means of electronic transmission shall not be accepted. However, proposals may be amended by facsimile or electronic means if such amendment is received prior to the closing date and time set herein for receipt of proposals.

No extension to the closing date and time for the receipt of proposals will be given unless the Department is responsible for an omission or an error in the tender documents significant enough in nature to warrant an extension of the bid closing date to allow bidders sufficient time to review their proposals. Bidders are therefore requested to submit, in writing, any technical-type questions concerning this proposal call at least 7 working days prior to the tender closing date to enable final preparation and submission of proposals in time to meet the closing deadline.

Please note that the lowest priced, or any proposal, will not necessarily be accepted.

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Céline Viner by facsimile at 819-953-7830, or by e-mail at celine.viner@aadnc-aandc.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

LETTER OF INVITATION

Yours sincerely,

Céline Viner
Senior Contracting Officer
Aboriginal Affairs and Northern Development Canada
10 Wellington Street
Gatineau, QC K1A 0H4

Attach.

INSTRUCTIONS TO BIDDERS

1. This Request for Proposal (RFP) package consists of the components described below:

RFP PACKAGE CONTENTS		
COMPONENT		DESCRIPTION
<u>Selection and Evaluation Criteria</u>		Your proposal will be evaluated against the criteria described in the Selection and Evaluation Criteria. The proposal should clearly identify whatever experience and knowledge you feel will assist the Evaluation Committee to assess your suitability in light of these criteria. Please note that your proposal is the basis of evaluation.
Articles of Agreement		This material is provided for your information only. It details the specific Contract/Standing Offer Agreement/Supply Arrangement terms and conditions you will be bound by if you are a successful Bidder. You do not need to return this information with your proposal.
Appendix A :	General Conditions	
Appendix B :	Supplementary Conditions	
Appendix C :	Terms of Payment	
Appendix D :	Statement of Work	
Appendix D-1:	Invoice Template	
Appendix D-2:	Transcript Template	
Annex A :	Certificate of Independent Bid Determination	Bidders must complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex "A".
Annex B :	Federal Contractor's Program For Employment Equity	Contractors, who due to the size or nature of their organization must meet the terms of the program, must submit with their proposals a copy of the signed Certificate of Commitment (attached as Annex "B" to this RFP package) or a Certificate Number.
Annex C:	Basis of Payment	Bidders must complete and submit as their Financial Proposal the Basis of Payment Table attached at Annex "C". All blocks of the Basis of Payment must be completed.
Annex D:	Security Requirement Checklist	Pursuant to the Government of Canada Security Policy, the nature of the services to be provided under the Contracts requires a Government of Canada Security Requirement Clearance as indicated at Annex "D".
Annex E:	Bidder Language Capability Certification	The Bidder must sign and return as part of their technical proposal the Bidder's language Capability Certification attached hereto as Annex "E".

2. Bidders must provide all information necessary for DIAND to evaluate their proposals and for their proposals to be considered by DIAND, as indicated in this Request for Proposals (RFP). It is the sole responsibility of the Bidder to provide sufficient information in their proposal to enable DIAND to complete its evaluation.

INSTRUCTIONS TO BIDDERS

3. **Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) must be delivered on or before the date and time stipulated in the Letter of Invitation.** Electronically transmitted bids will not be accepted.

4. **Tender Envelope Submissions**

Bidders must clearly identify, on the envelope containing their Technical Proposal, the following:

Technical Proposal

- RFP Number: 20-13-0001
- Project Name: Transcription Services
- Closing Date: July 22, 2013
- *“Tender Documents Enclosed”*
- *Bidders Name and Address*

Bidders must clearly identify, on the envelope containing their Financial Proposal, the following:

Financial Proposal

- RFP Number: 20-13-0001
- Project Name: Transcription Services
- Closing Date: July 22, 2013
- *“Tender Documents Enclosed”*
- *Bidders Name and Address*

5. **Bidder’s GST/HST Registration Number**

Bidders registered in the Federal Goods and Services Tax Program or the Harmonized Sales Tax Program shall set out the registration number in their proposal.

6. **Language of Contractual Documents**

Should your bid be successful following the evaluation process, the language of the contractual documents will be the same as the language you chose to use in your proposal.

7. **Proposal Signatures**

In order to be considered, proposals must be signed by the Bidder or by an authorized representative of the Bidder. If a proposal is being submitted by a joint venture, the proposal must clearly state that it is submitted as a joint venture and must be signed by all members of the joint venture, or, a statement must be provided to the effect that the signatory represents all members of the joint venture.

8. **Legal Capacity**

The Bidder/Offeror must have the legal capacity to contract. If the Bidder/Offeror is a sole proprietorship, a partnership or a corporate body, the Bidder/Offeror must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders/offerors submitting a bid as a joint venture.

INSTRUCTIONS TO BIDDERS

9. Debriefing

A debriefing will be provided, on request, only following entry by the Department of Indian Affairs and Northern Development (DIAND) into a contractual arrangement with the successful Bidder(s). Should a Bidder desire a debriefing, the Bidder must contact Céline Viner by fax at 819-953-7830 or by email at celine.viner@aadnc-aandc.gc.ca within fifteen (15) working days of receipt of notification that their bid was unsuccessful. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

10. Bidders Recourse

If, despite the information provided during the debriefing, a Bidder is still dissatisfied with the Department's handling of the procurement, the following recourse mechanisms are available:

- 10.1 in the case of all procurements, unsuccessful bidders have the right to file a written complaint with the Departmental Procurement Review Committee, Department of Indian Affairs and Northern Development;
- 10.2 in the case of procurements subject to the Agreement on Internal Trade (AIT), the North American Free Trade Agreement (NAFTA), the World Trade Organization - Agreement on Government Procurement (WTO-AGP), the Canada - Chile Free Trade Agreement (CCFTA) or the Canada – Peru Free Trade Agreement (CPFTA), unsuccessful bidders have the right to file a written complaint with the Canadian International Trade Tribunal; and/or
- 10.3 in the case of procurements not subject to trade agreements, unsuccessful bidders have the right to bring action in Federal Court.

Bidders are requested to contact the Procurement Official identified in the Request for Proposals, Letter of Invitation for further information regarding complaint filing procedures.

11. Bid Validity Period

- 11.1. Bids will remain open for acceptance for a period of not less than ninety (90) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.
- 11.2 notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive Bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.
- 11.3 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.
- 11.4 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion, either: (a) continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or (b) cancel the solicitation; or (c) cancel and re-issue the solicitation.

12. Receipt and Custody of Proposals

- 12.1 Proposals must be received by the closing date and time shown in the Letter of Invitation.

INSTRUCTIONS TO BIDDERS

- 12.2 Proposals received after the closing time will not be considered and will be returned unopened to the sender.
- 12.3 Proposals received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned.
- 12.4 All proposals as described in 12.3 above are subject to the provisions of the *Access to Information Act*.

13. Compliance with Request for Proposals Instructions, Clauses and Conditions and Resulting Service Contract/Standing Offer Agreement/Supply Arrangement Terms and Conditions

Bidders who submit a proposal in response to this Request for Proposals agree to be bound by the instructions, clauses and conditions of this solicitation and accept the terms and conditions of the resulting Service Contract/Standing Offer Agreement/Supply Arrangement. Proposals not in compliance with this requirement will be deemed to be non-compliant and given no further consideration.

14. Cost Limitations

- 14.1 **Request for Proposal Stage:** Bidders who are currently under Standing Offer Agreements, Supply Arrangements or Service Contracts with other programs within DIAND for the provision of services similar to those set out in the RFP shall not offer in this proposal call rates that exceed those rates established in their current contractual agreements. Bidders may, however, introduce new rates for those time periods that are not currently covered by existing Standing Offer Agreements, Supply Arrangements or Service Contracts.
- 14.2 **Upon Award:** It is understood and agreed, that the Bidder/Contractor has not/shall not, for the purpose of this agreement, introduce time rates that exceed those rates which have been established under any other Standing Offer Agreements, Supply Arrangements or Service Contracts currently in force between the Bidder/Contractor and other programs within DIAND for the provision of similar services over the same time periods as those set out in this Contract.

15. Basis of Fees and Cost Quotation

- 15.1 The price(s) quoted in the financial proposal must be expressed in terms of fixed per unit rate(s) to perform the Work under the Contract.
- 15.2 At no time will unit rates include such things as travel/miscellaneous expenses, or GST/HST as such practices inflate rates, do not reflect market/going rates and may prejudice against a Bidder from being awarded a Contract.
- 15.3 The fixed per unit rate(s) will be inclusive of all payroll, overhead costs and profits required to complete the Work (Note: fixed per unit rate(s) are not to be quoted as ranges).

16. Federal Contractors Program for Employment Equity

The Federal Contractors Program for Employment Equity requires that some Suppliers, including a Supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity, as a pre-condition to the validation of their bids.

INSTRUCTIONS TO BIDDERS

Bidders who, due to the size or nature of their organization, must meet the terms of the Program, shall submit with their proposals a copy of the signed Certificate of Commitment (attached) or a Certificate Number.

Suppliers who have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce to less than 100 employees. Any bid from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

17. Option to Extend the Contract

- 17.1 The Contractor grants to Canada the irrevocable option to extend the term of the contract by two (2) additional one (1) year periods under the same terms and conditions.
- 17.2 Canada may exercise this option at any time by sending a notice to the Contractor at least sixty (60) calendar days prior to the contract expiry date.
- 17.3 The Contractor agrees that, during the extended period, the contract's rates/prices will be in accordance with the provisions of the Contract.

18. Contract Award

The Department intends to award two (2) Contracts as a result of this proposal call.

Under companion solicitation 20-13-0002, Set-Aside pursuant to the Procurement Strategy for Aboriginal business (PSAB), DIAND intends to award up to one (1) competitively awarded contract to a qualified Aboriginal Business.

In the event the required number of awards is not attained as a result of the set-aside solicitation 20-13-0002, DIAND reserves the right to award up to one (1) additional contract pursuant to this process, for a total of three (3) contracts overall.

19. Bidder Notification

Bidders will be notified in writing of the successful Contractor(s) name and address, once the Department has completed the evaluation of all valid bids received.

20. Intellectual Property

The Department of Indian Affairs and Northern Development has determined that there is no Intellectual Property arising from the performance of the Work under the Contract.

INSTRUCTIONS TO BIDDERS

21. Former Public Servants In Receipt of a Lump Sum Payment or Government Pension

Bidders who are contracting as an individual; a Corporation/Partnership or, a Sole Proprietorship with a Major Controlling Interest in the Contracting Entity that are either:

- a) a former public servant in receipt of a lump sum payment package; or
- b) a former public servant in receipt of a government pension

must provide, as part of their technical proposal, the following information regarding their status as a former public servant:

- a) if applicable, termination date, amount of lump sum payment incentive and lump sum payment period; and/or
- b) date of retirement: Month/Day/Year

22. Communications during Request for Proposal Tendering Period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Céline Viner by facsimile at 819-953-7830, or by e-mail at celine.viner@aadnc-aandc.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

23. Security Requirement

1. Pursuant to the Policy Government Security, the nature of the services to be provided under this Supply Arrangement requires a Government of Canada (GoC) Security Screening action to be completed for the Contractor, their employees and sub-contractors to be assigned to conduct project work.
2. Prior to the commencement of the contract, the Contractor and each of its personnel involved in the performance of the contract must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.
3. The Contractor and their personnel requiring access to **PROTECTED B** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor **MUST NOT** possess or safeguard **PROTECTED** information/assets at their organization's premises until appropriate document safeguarding capability is granted by the Canadian Industrial Security Directorate of Public Works and Government Services Canada.
5. The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List (attached hereto as Annex D); and
 - b. Policy Government Security (Latest Edition)
6. ***For Contractors and Proposed Resources That Are Currently in Possession of a Valid Government of Canada (GoC) Security Screening at the Level of Reliability:*** In order to demonstrate compliance with this requirement, and , for the Department to verify their security screening status, as evidence of compliance with this requirement, at the time of proposal submission, the Bidder is required to provide the following information within the Bidder=s proposal, for the Contractor/Firm and all Contractor resources to be deployed in the fulfilment of the contract who are currently in possession of the required security screening:
 - a. Name of Company, Address and Phone Number;
 - b. Company Security Officer Name and Telephone Number;
 - c. Security Screening or Clearance Certificate Number;

INSTRUCTIONS TO BIDDERS

- d. Level of GoC Security Screening or Clearance;
- e. Origin of Security Screening or Clearance (Sponsoring Department/Agency); and
- f. Effective Date of Screening or Clearance.

For Contractors and Proposed Resources Not Currently In Possession of a Valid Government of Canada Security Screening, at a Minimum Level of Reliability: At the time of proposal submission, Bidders **MUST** complete and submit the following certification:

CERTIFICATION	
If successful, as a duly authorized representative of (Enter Firm/Contractor Name) I do hereby certify that (Enter Firm/Contractor Name) and all proposed resources that are currently not in possession of a valid Government of Canada Security Screening at the minimum level of Reliability Status agree to be sponsored by the Department to obtain the required Security Screening prior to providing services under any resulting contract.	
_____ Name of Duly Authorized Representative (Print)	_____ Signature of Duly Authorized Representative
_____ Title	_____ Date

Prior to commencing work under the contract, for those Contractor resources **not** currently in possession of a valid Government of Canada Security Screening, the Department will require said company/resources to undergo the security screening process for the purposes of obtaining a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status** through the Canadian Industrial Security Directorate of Public Works and Government Services Canada.

This procedure is in accordance with the Departmental and *Policy on Government Security* (TBS July. 1, 2009), regarding the protection of Government information in contracting. The required form requests the minimum information required to obtain a Government of Canada **Reliability Status** security screening. The Bidder is **not** required to submit any personnel information and/or Personnel Screening Consent and Authorization Forms with its proposal. AANDC respects the privacy of Canadians; the information on this form is required for the purpose of providing security screening assessments. It is collected under the authority of the Policy Government Security and is protected by the provisions of the Privacy Act in institutions which are covered by the Privacy Act. Its collection is mandatory. A refusal to provide information will lead to a review of whether the person is eligible to perform the contract work that is associated with this Personnel Screening Request. Failure on the part of the Bidder's resources to comply with these requirements will result in those resources being deemed non-compliant, with no further consideration given. Non-compliant resources will be deemed ineligible to complete any work associated with this contract.

SELECTION AND EVALUATION CRITERIA

1. SELECTION AND EVALUATION METHODOLOGY

- 1.1 Four (4) hard copies of the Bidder's Technical Proposal and one (1) hard copies of the Bidder's Financial Proposal **MUST** be delivered to the specified address on or before the date and time as stipulated in the Letter of Invitation. Electronically transmitted bids will not be accepted.
- 1.2 Bidders **MUST** ensure that their Proposal provides sufficient evidence for Canada to assess the compliance of the Proposal with the criteria listed in this Request for Proposal (RFP). It is the sole responsibility of Bidders to provide sufficient information within their Proposal to enable Canada to complete its evaluation.
- 1.3 Bidders **MUST** include any reference material they wish to be considered for evaluation **within** their Proposal. Any material or documents outside the Proposal **will not** be considered; should a Bidder wish to provide screen shots of its website for evaluation, copies or printouts of website material **MUST** be included within the Proposal. URL links to the Bidder's website **will not** be considered by the Evaluation Committee.
- 1.4 To meet the requirements described herein, the experience of the Bidder **MUST** be work for which the Bidder provided services to clients exterior to the Bidder's own organization. Internal business development projects will not be accepted.
- 1.5 Experience gained during formal education **will not** be considered work experience. All requirements for work experience **MUST** have been obtained in a professional work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.
- 1.6 **Listing experience without providing any supporting information describing where, when and how such experience was obtained will result in the experience not being included for evaluation purposes.** Bidders are advised that the month(s) of individual Resource experience listed for a project in which the time frame overlaps that of another referenced project for the same named Resource will only be counted once. For example: Project #1 time frame is July 2003 to December 2003; Project #2 time frame is October 2003 to January 2004; the total months of experience for these two project references is seven (7) months.
- 1.7 Selection and evaluation is based on a "rules of evidence" approach, such that the Bidder's Proposal is the sole demonstration of the Bidder's capacity to fulfill the requirement, as described within the Contract. No prior knowledge of or experience with the Bidder on the part of the Evaluation Committee will be taken into consideration.
- 1.8 **Each Proposal will be evaluated separately**, against the Mandatory Requirements and Point-Rated Criteria. The Selection and Evaluation Process for Proposals consists of the following four (4) stages:
- | | |
|------------------|---|
| Stage 1 - | Bidders will be evaluated on Mandatory Requirements. |
| Stage 2 - | Bidders meeting ALL of Mandatory will be evaluated on the basis of Point-Rated Criteria |
| Stage 3 - | Bidder must achieve a pass-mark of 70% in the evaluation of rated requirements; in addition, the bidder must achieve a minimum pass mark of 85% on R-3 in order to be evaluated on the basis of their Financial Proposal. |
| Stage 4 - | Upon completion of the technical evaluation, Bidder will be evaluated on the basis of their Financial Proposal. |

Bidders failing to meet the requirements at any stage will be deemed to be non-compliant at that stage and will be given no further consideration.

SELECTION AND EVALUATION CRITERIA

1.9 Definitions

The following definitions apply to the Criteria below:

“Must” refers to a requirement. Failure on the part of the Bidder to provide the information or demonstrate it meets a requirement expressed by **“Must”** within its Proposal, will result in the Proposal being deemed non-compliant and no further consideration given.

“Should” refers to a desired element. Failure on the part of the Bidder to provide the information requested by **“should”** within its proposal or to demonstrate that it meets the element expressed by **“should”** may result in the Bidder receiving less than full points on the Point-Rated Criteria. Bidders are encouraged to address elements expressed by **“should”**.

A.1 Mandatory Requirements

Bidders must complete, sign and submit, as part of their technical proposal package the following:

1. The Certificate of Independent Bid Determination attached hereto as Annex "A"
2. Federal Contractor's Program for Employment Equity attached hereto as Annex "B"
3. Bidder's language Capability Certification attached hereto as Annex "E".

Criterion	Description	Met/Not Met
M-1	The bidder must provide a company profile showing the size of the company (number of employees), the number of years the company has been in the transcription business and the experience the company has in transcription services. The bidder must demonstrate that they have been in business for a minimum of five (5) years from the date of issuance of the RFP, providing services as defined in the Statement of Work. In the case of a joint venture, at least one member of the joint venture must meet the minimum five (5) years requirement.	
M-2	The bidder must demonstrate a minimum of one (1) year of experience with court reporting or transcription for judicial bodies or tribunals.	
M-3	The bidder must submit curriculum vitae (CV) of all proposed personnel.	
M-4	The bidder must demonstrate that proposed personnel each have at least two (2) years of experience in transcription during the last five years.	
M-5	The bidder must provide a description of how they propose to produce 100,000 to 130,000 pages of transcripts per year and their quality assurance methodology.	
M-6	The bidder must certify they have sufficient capacity to produce approximately 10,000 pages in English and 350 pages in French per month.	
M-7	The bidder must provide three (3) project summaries that describe the bidder's experience in transcription services.	
M-8	The bidder must submit one (1) sample of a French transcript and two (2) sample of an English transcript. Each sample must consist of a minimum of 2000 words.	

SELECTION AND EVALUATION CRITERIA

A.2 RATED REQUIREMENTS

Proposals meeting **ALL** mandatory requirements will be evaluated and point-rated against the following point-rated criteria, using the evaluation factors and weighting indicators specified for each criterion. Evaluation in response to these criteria is based on a "rules of evidence" approach; that is, the DIAND Evaluation Committee may only evaluate a Bidder on the basis of the contents of the Bidder's submitted proposal, and **NOT** on any prior knowledge or experience with the Bidder or the Bidder's work. It is the responsibility of the Bidder to ensure the completeness, clarity, and provision of sufficiently detailed evidence to enable the DIAND Evaluation Committee to evaluate the Bidder's proposal on basis of the criteria contained within.

In order to be judged acceptable, proposals must meet all the mandatory requirements and must achieve a pass-mark of 70% in the evaluation of rated requirements. . In addition, the bidder must achieve a minimum pass mark of 85% on R-3 (evaluation of transcription samples).

Information that is only a repetition, paraphrasing or other re-wording of information in this RFP will result in a score of 0 for that Evaluation Factor Point-rated Criterion, as applicable.

Criterion	Description	Weight
R-1 Evaluation of three (3) project summaries describing the bidder's experience in transcription services	Maximum 30 points per project summary provided for a maximum 90 points available. Points will be allocated as follows: 30/30 points = Excellent – summary demonstrates that bidder is able to plan and execute a project within deadlines, and to above average satisfaction of client, without any significant deficits; 20/30 = Moderate – summary demonstrates that bidder adequately plans and executes projects, with only minor deficits in timing, implementation, capacity or quality; 10/30 = Poor – summaries demonstrate that bidder has planned and executed projects but with significant deficits in one or more of the following areas: timing, implementation, capacity, or quality; 0/30 points = Not addressed.	/90
R-2 Proposed Methodology and Quality Assurance	The bidder will provide their company's approach to Quality Assurance by outlining the following: 1. A description of the general quality control measures for transcription; 2. A description of quality control measures in cases where the work is shared by many employees; 3. A description of the overall coordination process to ensure that deadlines are met.	/50

SELECTION AND EVALUATION CRITERIA

	Points will be allocated as follows: 50/50 points = Excellent – proposal demonstrates above average capacity in all three areas; 30/50 points = Moderate – proposal demonstrates average capacity in all three areas; 15/50 points = Poor – proposal demonstrates adequate capacity in at least two areas but may indicate concerns about capability; 0/50 points = Not addressed.	
R-3 Evaluation of Transcription Samples one (1) French sample and two (2) English samples	Maximum 30 points per sample transcript for a maximum 90 points available. Points will be allocated as follows: 30/30 = Excellent – sample is clean copy, fewer than three known errors, and is consistent throughout ; 20/30 = Moderate – Sample demonstrates three to five known errors, and is somewhat consistent ; 10/30 = Poor – more than five known errors, but sample appears viable for use ; 0/30 = Not Addressed or sample does not appear viable for use.	/90
R-4 Firm Transcription Services experience	3 points per additional year of experience in providing transcription services for maximum 15 points available. 6 years = 3 points 7 years = 6 points 8 years = 9 points 9 years = 12 points 10 years or more = 15 points	/15
R-5 Proposed Personnel's experience related to aboriginal people and/or organizations.	Additional points available for each proposed resource that has experience providing transcription services for aboriginal-related projects for a maximum 10 points available. Only one of the following will be awarded for each proposed resource (the applicable category with the highest point value): Each proposed resource with experience on two or more aboriginal-related projects OR at least two years experience on the same aboriginal-related project = 2 points Each proposed resource with experience on five aboriginal-related projects OR five years experience on the same aboriginal-related project = 5 points	/10
R-6	Maximum 30 points per reference for a maximum 60 points	/60

SELECTION AND EVALUATION CRITERIA

Evaluation of References The bidder must provide two client references with current telephone numbers and e-mail addresses. Both references must be recent, defined as in the last three years, and from the public sector. At least one of these references must be for work performed under tight deadlines similar to the ones outlined in the Statement of Work.	available. References will be asked to provide assessment of bidder's service in these areas: 1. Quality of work 2. Reliability 3. Performance in meeting deadlines Points will be allocated as follows: 30/30 points = Excellent – reference indicates the bidder exceeded their expectations in all three areas; 20/30 = Moderate – reference indicates the bidder met their expectations in all three areas, with only minor deficits in timing, quality, or reliability; 10/30 = Marginal – reference indicates the bidder's service included significant deficits in one area; 0/30 points = Poor – reference indicates the bidder's service included significant deficits in two or more areas.	
Total possible score R1 to R6		/315
Minimum pass mark of 85% for R-3		/76.5
Overall pass mark of 70% for R1 to R6		/220.5

SELECTION AND EVALUATION CRITERIA

A.3 FINANCIAL EVALUATION

1. All Bidders meeting the Mandatory Criteria and the Point-Rated evaluation pass mark, will be evaluated on the basis of their Financial Proposal.
2. The Financial Evaluation will be carried out by the Contracting Authority independent of the Technical Evaluation Team. Financial Proposals will be evaluated based on the methodology detailed below.
3. All of the information required in this section **MUST** appear in the Bidder's Financial Proposal **ONLY**. The Bidder's Financial Proposal **MUST** be submitted in a separate, sealed envelope from the Bidder's Technical Proposal. The Bidder's failure to comply with this condition will result in the Bidder's Proposal being declared non-compliant and being given no further consideration.
4. Failure on the part of the Bidder to provide the information required within the Financial Proposal under the Basis of Payment at Annex "C" will result in DIAND deeming the Bidder's Proposal to be non-compliant, with the Proposal being given no further consideration by DIAND.
5. Bidders will be evaluated on the basis of their *average per unit rates for the* total requirement, including option years, using the firm all-inclusive unit rates proposed by the Bidder in Annex "C".

A.4 BASIS OF SELECTION

To be declare responsible, a bid must:

1. Comply with all requirements of the bid solicitation
2. Meet the mandatory technical evaluation criteria; and
3. Obtain the required minimum pass-mark in the rated criteria
4. Bids not meeting 1, 2 or 3 will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted.
5. DIAND intends to award two (2) contracts as a result of this solicitation to the Bidders representing Best Value, as determined in accordance with the Selection and Evaluation Criteria of the RFP.
6. Best value is defined as the lowest cost per point.

A.5 CALCULATION OF LOWEST COST PER POINT

To determine the value of the Bidders' cost per point, the total averaged per unit price will be divided by the points obtained for their technical proposals. The proposal offering the lowest cost per point will be deemed to represent best value to the Department.

ARTICLES OF AGREEMENT

Contract Number 20-13-0001

File Number 1632-11/20-13-0001

These Articles of Agreement are made as of **Upon Award, between Her Majesty The Queen** in right of Canada (referred to in the Contract as "Her Majesty") represented by the Minister of Indian Affairs and Northern Development (referred to in the Contract as the "Minister")

and

To be identified at contract award

[Street Address]

[City] , QC [Postal Code]

(referred to in the Contract as the "Contractor").

Her Majesty and the Contractor agree as follows:

A1 CONTRACT

- 1.1 The following documents and any amendments relating thereto form the Contract between Her Majesty and the Contractor:
 - 1.1.1 these Articles of Agreement;
 - 1.1.2 the document attached hereto as Appendix "A" and titled "General Conditions", referred to herein as the General Conditions;
 - 1.1.3 the document attached hereto as Appendix "B" and titled "Supplementary Conditions", referred to herein as the Supplementary Conditions;
 - 1.1.4 the document attached hereto as Appendix "C" and titled "Terms of Payment", referred to herein as the Terms of Payment;
 - 1.1.5 the document attached hereto as Appendix "D" and titled "Statement of Work", referred to herein as the Statement of Work
 - 1.1.6 the document attached hereto as Appendix "E" and titled "Security Requirement Checklist", referred to herein as the SRCL.
- 1.2 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

A2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK

- 2.1 The Contractor shall, between the date of these Articles of Agreement and **March 31, 2017**, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

ARTICLES OF AGREEMENT

A3 CONTRACT AMOUNT

3.1 Subject to the terms and conditions of this Contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor:

3.1.1 the sum of **N/A**.

3.1.2 a sum not to exceed **\$0.00**.

A4 APPROPRIATE LAW

4.1 This Contract shall be governed by and construed in accordance with laws in force in the Province of Ontario and the laws of Canada as applicable.

A5 DEPARTMENTAL REPRESENTATIVE

5.1 For the purpose of the Contract, the Minister hereby designates **To be identified at contract award**, as the Departmental Representative.

This Contract has been executed on behalf of the Contractor and on behalf of Her Majesty the Queen in right of Canada by their duly authorized officers.

SIGNED, SEALED AND DELIVERED

by _____ To be identified at contract award, [Signing Authority Title]

in the presence of _____

Date _____

SIGNED, SEALED AND DELIVERED

by _____ the Contractor

in the presence of _____

Date _____

APPENDIX "A"

GENERAL CONDITIONS

GC1 INTERPRETATION

1.1 In the Contract,

- 1.1.1 "Contract" means the Contract documents referred to in the Articles of Agreement;
- 1.1.2 "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.1.3 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;
- 1.1.4 "work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract;
- 1.1.5 "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract;
- 1.1.6 "prototypes" includes models, patterns and samples;
- 1.1.7 "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

GC2 SUCCESSORS AND ASSIGNS

- 2.1 The Contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

GC3 ASSIGNMENT

- 3.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.
- 3.2 No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister.

GC4 TIME OF THE ESSENCE

- 4.1 Time is of the essence of the Contract.
- 4.2 Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.

APPENDIX "A"**GENERAL CONDITIONS**

- 4.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 4.4 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 4.5 Notwithstanding that the Contractor has complied with the requirements of GC4.3, Her Majesty may exercise any right of termination contained in GC7.

GC5 INDEMNIFICATION

- 5.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, error, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 5.2 The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 5.3 The Contractor's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any other rights under law.

GC6 NOTICES

- 6.1 Where in the Contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by facsimile, electronic mail or other means of electronic transmission, addressed to the party for whom it is intended at the address mentioned in the Contract, and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by facsimile, electronic mail or other means of electronic transmission, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

GC7 TERMINATION OR SUSPENSION

- 7.1 The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.

APPENDIX "A"**GENERAL CONDITIONS**

- 7.2 All work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 7.3 In addition to the amount which the Contractor shall be paid under GC7.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.
- 7.4 Payment and reimbursement under the provisions of GC7 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 7.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 7.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of GC7 except as expressly provided therein.

GC8 TERMINATION DUE TO DEFAULT OF CONTRACTOR

- 8.1 Her Majesty may, by notice to the Contractor, terminate the whole or any part of the work if:
- 8.1.1 the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
 - 8.1.2 the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the Minister's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.
- 8.2 In the event that Her Majesty terminates the work in whole or in part under GC8.1, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of the work.
- 8.3 Upon termination of the work under GC8.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. Her Majesty shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the said Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.

APPENDIX "A"**GENERAL CONDITIONS**

- 8.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 8.5 If, after the Minister issues a notice of termination under GC8.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC7.1 and the rights and obligations of the parties hereto shall be governed by GC7.

GC9 ACCOUNTS AND AUDITS

- 9.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts therefrom.
- 9.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to herein.
- 9.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

GC10 CONFLICT OF INTEREST

- 10.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it immediately to the Departmental Representative.

GC11 CONTRACTOR STATUS

- 11.1 This is a Contract for the performance of a service and the Contractor is engaged under the Contract as an independent Contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel are engaged by the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workmen's Compensation, or Income Tax.

GC12 WARRANTY BY CONTRACTOR

- 12.1 The Contractor warrants that the Contractor is competent to perform the work required under the Contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 12.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation.

APPENDIX "A"
GENERAL CONDITIONS

GC13 AMENDMENTS

- 13.1 No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

GC14 ENTIRE AGREEMENT

- 14.1 The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS****SC1 RELEASE AND DISCLOSURE OF PROPRIETARY, PERSONAL AND THIRD PARTY INFORMATION**

- 1.1 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the Contract.
- 1.2 The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to an authorized subcontractor information necessary for the performance of the Subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such Subcontract.
- 1.3 Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require.
- 1.4 Subject to the *Access to Information Act*, R.S.C. 1985, and, to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor including personal and third party information.

SC2 SALES TAX

- 2.1 These services are being purchased with public (Canada) funds for the use of a federal government department and as such are not subject to the payment of any provincial ad valorem sales and consumption taxes levied by the province or territory in which the taxable services are delivered.

SC3 IDENTIFICATION/ACCESS CARD

- 3.1 A Contractor who has been issued a departmental Identification/Access Card must return it to the appropriate Security Section upon termination or completion of the Contract services and/or on the date that the card expires.

SC4 OFFICIAL LANGUAGES

- 4.1 Any Contractor who carries out work on behalf of DIAND or Indian, Oil and Gas Canada (IOGC) in a location where the Department or Agency is required to provide services or communications to the public in both official languages, must also do so in both official languages. In DIAND, those locations are its regional offices located in Amherst, Quebec, the National Capital Region (NCR), Toronto, Winnipeg, Regina, Edmonton, Vancouver, Iqaluit, Yellowknife and Whitehorse and in IOGC, the Calgary regional office.
- 4.2 Contractors must also respect the right of employees to work in the language of their choice and respect the language(s) of work in each region. To that end, Contractors must be able to provide their services in the working language of each region and in the two official languages of the National Capital Region (NCR). In DIAND, the languages of work in the NCR are English and French; in the Quebec regional office, French; and English in all other departmental regional offices and in the IOGC regional office.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS****SC5 NON-RESIDENTS WHO PERFORM SERVICES IN CANADA**

- 5.1 The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor identified in said Act and will perform services in Canada. This amount will be held on account with respect to any liability for taxes which may be owed to Canada. In addition, an amount of 9 percent may be withheld for provincial income tax purposes from non-residents providing services in the Province of Quebec.

SC6 CRIMINAL CODE OF CANADA

- 6.1 The Contractor certifies that it has not lost capacity to Contract with Her Majesty pursuant to Section 750 of the Criminal Code of the Canada.

SC7 GENDER-BASED ANALYSIS

- 7.1 The Contractor shall, where applicable, consult and adhere to, the DIAND Gender-Based Analysis Policy and the DIAND Gender-Based Analysis Guide. Contractors can access the DIAND Gender-Based Analysis Policy and Guide via the Internet at: <http://www.ainc-inac.gc.ca/ai/gba/gnd-eng.asp>.
- 7.2 Contractors who carry out work on behalf of DIAND shall observe the DIAND Gender-Based Analysis Policy requiring that a gender-based analysis be integrated in all of DIAND's work carried out by its employees and for services performed by Contractors on its behalf. This requirement includes the development and implementation of departmental policies, programs, communication plans, regulations, and legislation; consultations and negotiations (including but not limited to self-government and land claims, treaty land entitlement and devolution) and instructions and strategies on research, dispute-resolution, and litigation.
- 7.3 Where gender-based issues arise as a direct result of the Contract Work, solutions shall be developed and implemented by the Contractor to prevent and remedy the issue. Where gender-based issues cannot be fully addressed by the Contractor, the Contractor shall inform the Departmental Representative in a timely fashion via written documentation.

SC8 CERTIFICATION - CONTINGENCY FEES

- 8.1 The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
- 8.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provisions of the Contract.
- 8.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract or recover from the Contractor by way of reduction to the Contract price or otherwise the full amount of the contingency fee.
- 8.4 In this section:
- 8.4.1 "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.
- 8.4.2 "employee" means a person with whom the Contractor has an employer/employee relationship.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS**

- 8.4.3 "person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

SC9 FORMER PUBLIC SERVANTS

- 9.1 It is a term of the Contract:

- 9.1.1 that the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
- 9.1.2 that the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based, and
- 9.1.3 that the Contractor has informed the Departmental Representative of any exemption in respect of the abatement of a Contract fee received by the Contractor under the Early Departure Incentive Program Order.

SC10 INTELLECTUAL PROPERTY

- 10.1 The Department of Indian Affairs and Northern Development has determined that there is no Intellectual Property arising from the performance of the Work under the Contract.

SC11 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) PROGRAM

- 11.1 The Contractor's GST/HST number is "to be identified at contract award".

SC12 SPECIFIC INDIVIDUALS

- 12.1 It is understood and agreed that the work under this Contract shall be performed by: "to be identified at contract award".

SC13 PERSONNEL REPLACEMENT AND SUBSTITUTIONS

- 13.1 The Contractor shall provide the services of the personnel named in their proposal to perform the Work, unless the Contractor is unable to do so for reasons beyond his/her control.
- 13.2 Should the Contractor at any time be unable to provide the services of the resource(s) named in their proposal, the Contractor shall be responsible for providing replacement personnel at the same cost, who shall be of similar or greater ability or attainment, and whom shall be acceptable to the DIAND Departmental Representative.
- 13.3 In advance of the date upon which any replacement resources are to commence work, the Contractor shall notify the DIAND Departmental Representative, in writing, of the reason for the unavailability of their named resource(s). The Contractor shall then provide to the DIAND Departmental Representative the name(s) and detailed curriculum vitae (C.V.) of the qualifications and experience of the proposed replacement resource(s).

APPENDIX "B"**SUPPLEMENTARY CONDITIONS**

- 13.4 As applicable, proposed replacement resources will be evaluated by DIAND on the basis of the evaluation criteria included within the Request for Proposals document(s). Proposed replacement resources must receive the same or higher score on the point-rated criteria as the resource whom they are proposed to replace. Should the proposed replacement resource(s) not meet or exceed the ability/attainment of the resource(s) whom they are proposed to replace, DIAND reserves the right to refuse the proposed replacement resource(s).
- 13.5 Under no circumstances shall the Contractor allow performance of the services by replacement resources that have not been duly authorized by the DIAND Departmental Representative.
- 13.6 DIAND reserves the right to direct the Contractor to undertake replacements of his or her personnel should deployed Contractor personnel not meet (in DIAND's exclusive opinion) the Department's skills and abilities expectations. Contractor personnel substitutions made by the Contractor may only be undertaken with the express and prior written authorization of the DIAND Departmental Representative.
- 13.7 In any event that the Contractor is unable to provide the services of a resource that is of similar or greater ability or attainment and is acceptable to the DIAND Departmental Representative, DIAND reserves the right to terminate the Contract.

SC14 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE

- 14.1 **For the services of an Individual:** No individual for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply shall derive any direct benefit from this Contract unless that individual is in compliance with the applicable post-employment provisions; and

that during the terms of the Contract any persons engaged in the course of carrying out this Contract shall conduct themselves in compliance with the principles of the *Conflict of Interest Act*, the *Values and Ethics Code for the Public Service*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* which are the same as those in the *Conflict of Interest and Post-Employment Code for the Public Service*, with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the Contract that would cause a conflict of interest or seem to cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Departmental Representative.

- 14.2 **For the services of a Firm:** It is a term of this Contract that no individual for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply, shall derive any direct benefit from this Contract unless that individual is in compliance with the applicable post-employment provisions.

SC15 COST LIMITATIONS

- 15.1 **Request for Proposal Stage:** Bidders who are currently under Standing Offer Agreements, Supply Arrangements or Service Contracts with other programs within DIAND for the provision of services similar to those set out in the RFP shall not offer in this proposal call rates that exceed those rates established in their current contractual agreements. Bidders may, however, introduce new rates for those time periods that are not currently covered by existing Standing Offer Agreements, Supply Arrangements or Service Contracts.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS**

- 15.2 **Upon Award:** It is understood and agreed, that the Bidder/Contractor has not/shall not, for the purpose of this agreement, introduce time rates that exceed those rates which have been established under any other Standing Offer Agreements, Supply Arrangements or Service Contracts currently in force between the Bidder/Contractor and other programs within DIAND for the provision of similar services over the same time periods as those set out in this Contract.

SC16 SECURITY CLAUSES**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE # 20-13-0001**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safe-guarding at the level of PROTECTED B.
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 Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/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 _____;
 - (b) Industrial Security Manual (Latest Edition)

APPENDIX "C"

TERMS OF PAYMENT

- TP1** Payment for the satisfactory performance of the work under this agreement shall be based on:
- Maximum Authorized Fees
- \$0.00/unit to a maximum of 0 units\$0.00
- Miscellaneous expenses directly related to the work under this agreement as may be authorized by the Departmental Representative, reimbursed at cost, without mark-up, upon submission and acceptance of invoices and/or a Statement of Expenses, to a maximum amount of.....\$0.00
- Maximum Authorized Amount for Fees and Expenses\$0.00
- Maximum GST/HST Payable.....\$0.00
- Total Maximum Authorized Contract Value.....\$0.00**
- TP2** Administration fees are not reimbursable under this agreement as the time/unit rate(s) and/or fixed fee(s) specified in TP1 are inclusive of all payroll, overhead and administration costs and profits required to complete the Work.
- TP3** This Contract value shall not be exceeded without the approval of the Contract signing authority.
- TP4** **For Contracts with miscellaneous expense provisions in TP1 of the Terms of Payment:** The reimbursement of the miscellaneous expenses as authorized under TP1 shall be contingent upon the submission by the Contractor of invoices supporting such expenses as applicable, and/or a Statement of Expenses which shall set out the purpose and cost of each expense incurred.
- TP5** Payments in accordance with the Terms of Payment herein will be made to the Contractor upon receipt of invoices therefor approved by the Departmental Representative for satisfactory performance of this agreement. It is understood and agreed that the Departmental Representative shall be the final judge concerning the quality and acceptability of the work.
- TP6** Payment will be issued to the Contractor 30 days after the work (or part thereof, where provided for under TP1) is satisfactorily completed and an invoice received therefor. Where payment is not made within the 30 day payment period, and where the government is responsible for the delay, interest will be paid on the invoice amount at the Bank of Canada rate in effect on the date on which the amount is paid, plus 3%.
- TP7** Interest is payable on acceptable invoices that are not paid within the 30 day payment period. Interest will not be paid on invoices paid within the 30 day payment period. Interest will not be paid on an interim basis; nor will interest be paid on interest charges.
- TP8** The period for which interest will be paid will be from the day after the end of the 30 day payment period to the date that payment is issued. In respect of interest amounts which are less than ten dollars (\$10.00) in value, said interest shall not be paid unless the Contractor so demands by means of written communication to the Departmental Representative. Interest payments in excess of ten dollars (\$10.00) will be paid automatically.

APPENDIX "C"**TERMS OF PAYMENT****TP9 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) REGISTRANTS AND NON-REGISTRANTS**

- 9.1 **GST or HST Registrants:** Any amount levied against Her Majesty in respect of the federal Goods and Services Tax (GST) or Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy shall be paid from the Government of Canada Refundable Advance Account to the Contractor in addition to the amounts paid from the departmental appropriation for the work done. The Contractor agrees to remit the GST or HST to the Canada Customs and Revenue Agency.

or,

- 9.2 **Non GST or HST Registrants:** Any amount to be levied by a non-GST or HST Registrant against Her Majesty in respect of the federal Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy and the amounts for the work done shall be paid directly from the departmental appropriation to the Contractor.

TP10 METHOD OF PAYMENT AND INVOICING INSTRUCTIONS**10.1 Progress Payments**

Unless otherwise agreed upon by the Departmental Representative, Progress Payments will be made to the Contractor on a monthly basis upon compliance with the following terms and conditions and in accordance with the Invoicing Instructions specified herein.

10.2 Progress Claims and Invoicing

- 10.2.1 **Progress Claims:** Progress Claims, which must include, at a minimum, the following information/documentation, shall be prepared by the Contractor and submitted to the Departmental Representative in accordance with the Invoicing Instructions detailed herein on a monthly basis:

- a) Contractor's Name and Address;
- b) Progress Claim Number;
- c) Contract Number;
- d) Contractor's Report of Progress/Activities;
- e) Period of Work covered by the Progress Claim; and
- f) Description of Expenditures (expenditures shall be claimed in accordance with the Contract Basis and Method of Payment).

10.2.2 Certificate of Contractor

It is understood and agreed, that in submitting a Progress Claim, the Contractor is certifying that:

- a) All authorizations required under the Contract have been obtained. The Progress Claim is consistent with the progress of the Work and is in accordance with the terms of the Contract.
- b) Indirect costs have been paid for, or accrued, in the Contractor's accounts.
- c) Direct materials and Work under subcontract have been received, accepted and either paid for, or accrued, in the Contractor's accounts following receipt of invoice from vendors/subcontractors, and have been, or will be, used exclusively for the purpose of the Contract.

APPENDIX "C"**TERMS OF PAYMENT**

- d) All direct labour costs have been paid for, or accrued, in the Contractor's accounts and all such costs were incurred exclusively for the purpose of the Contract.
- e) All other direct costs have been paid for, or accrued, in the Contractor's accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the Contract.
- f) The Contractor has not been given notice of, nor is he/she aware of, any liens, encumbrances, charges or other claims against the Work.

10.3 Invoicing Instructions

10.3.1 On a pre-determined monthly date which has been mutually agreed upon by the parties to the Contract, the Contractor shall submit two (2) copies of their invoice to the Departmental Representative as named in the Contract.

10.3.2 All invoices for Progress Claims shall be submitted to:

To be identified at contract award

Department of Indian Affairs and Northern Development
Room - Street
Gatineau, Quebec K1A 0H4

and must be accompanied by:

- a) a "Progress Claim" (in accordance with the requirements of 10.2.1 above); and
- b) all receipts (for invoices including hospitality, miscellaneous and/or travel expense claims).

10.3.3 Pursuant to paragraph 221 (1) (d) of the *Income Tax Act*, payments made by departments and agencies under applicable service Contracts must be reported on a T1204 supplementary slip. To comply with this requirement, Contractors are required to provide the following information on each invoice:

- a) the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number or Business Number (BN), as well as the address and the postal code;
- b) the status of the Contractor, i.e. individual, unincorporated business, or corporation;
- c) for individuals and unincorporated businesses, the Contractor's SIN and, if applicable, the BN or if applicable, the Goods and Services Tax (GST) Harmonized Sales Tax (HST) number;
- d) for corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown; and
- e) the following certification signed by the Contractor or an authorized officer:
"I certify that I have examined the information provided above, including the legal name, address, and Canada Customs and Revenue Agency identifier, c) or d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."

Progress Claim payments will only be made upon receipt and acceptance of the above noted documentation.

APPENDIX "D"

STATEMENT OF WORK

1. Title: Transcription Services.

2. Background and Objective

2.1 Background

The Indian Residential Schools Adjudication Secretariat (IRSAS) provides support to independent adjudicators located in regions across Canada who hear claims of sexual abuse or serious physical abuse under the Independent Assessment Process (IAP). The IRSAS is responsible for recording hearings and providing a complete record of the hearings to adjudicators to enable them to render decisions. IRSAS requires transcription services for approximately 4500 hearings to be held in a number of locations across Canada each year.

2.2 Objective

The Indian Residential Schools Adjudication Secretariat requires reliable, accurate, timely, and cost-effective transcription services for the recording of IAP hearings on Indian Residential School claims across the country. The transcripts will assist in providing accurate and timely transcript information to adjudicators and claimants and in the maintenance of an archival file for each hearing. It is necessary to enter into a procurement strategy that is consistent with departmental goals and objectives. A longer term contract is required because the number of cases and the time to resolve them have increased over initial estimates.

The work is limited to transcribing IAP hearings in the language of the hearing from an audio file to a Microsoft Word document and to Portable Document Format, protecting and saving the file, sending the electronic file to IRSAS through a secure internet site, printing the document, certifying the document and returning a printed transcript to IRSAS.

The majority of hearings are in English with a small number required in French. Therefore, the contractor must have the capability to transcribe a hearing in French when required.

Audio files and transcribed documents will be transferred between IRSAS and the Transcription company through IRSAS's secure password protected internet site. The Transcription company will forward a printed copy of the transcription by courier as well as the electronic .pdf and MS Word version through the secure site. Access to the secure site will be granted by the IRSAS and user names and passwords would be assigned and maintained by the IRSAS.

3. Scope of Work

3.1 Specific Services Required

IRSAS needs experienced and reliable contractors in the business of transcribing court documents who can produce the documents in an accurate, timely, cost-effective and reliable basis to meet our processing requirements and deadlines. The contractor must have the capability to transcribe from a variety of digital media file types.

3.2 The Contractor shall provide the following services:

Provide clear, accurate and verbatim transcripts of hearings; meet deadlines for the completion and delivery of transcripts; and ensure the security of transcripts. It is estimated that 4,500 hearings will generate 375,000 pages of transcripts consisting of 320,000 Regular pages, 53,500 Urgent pages and 1500 Emergency pages in both official languages.

APPENDIX "D"

STATEMENT OF WORK

3.3 List of Services

- Receipt and download of audio recordings of hearings through secure internet site.
- Transcription of recording will be saved as both a *.doc and *.pdf file and uploaded to secure internet site for transmission to TA.
- Printing of transcription in a double sided format with cover page.
- Courier of completed hard copy transcripts to TA and courier costs.
- Quality Assurance.

4. Abbreviations and Acronyms

- Indian Residential Schools Adjudication Secretariat (IRSAS)
- Technical Authority (TA)
- Independent Assessment Process (IAP)

5. Applicable documents

5.1 Documents forming part of the Statement of Work:

- Template transcripts (both electronic and hard copy)
- Invoice template

6. Requirements

6.1 Tasks to be performed:

Listed below are the tasks to be performed which include: a detailed description of what is to be accomplished, the methodology to be used, sequence and schedule of the work, duration of the project, the manner in which documents must be presented and other details as follows:

- Receives audio recording identified by file number and hearing type (Claimant Hearing, File Discussion, Submissions, Person of Interest Hearing, Witness Hearing, Questioning of Expert, Legal Fees, etc) from IRSAS.
- Transcribes the hearings verbatim in the language of the hearing (English or French) from the digital audio file to a *.doc and *.pdf file document.
- Records the cover page in the format provided (claimant name, file number, and hearing type).
- Where the audio recording is inaudible, the contractor will contact IRSAS on the same day it is received to request an additional audio recording of the hearing.
- The file number and hearing type is recorded on the hardcopy, the electronic file, and invoices sent to IRSAS
- The contractor will keep electronic copies of transcripts for IRSAS for a period of six (6) months but not for any other parties
- For privacy, only the hearing number and model and type will appear on the invoice sent to IRSAS
- As a minimum Quality Assurance requirement, the Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services and/or materiel provided conform to the specifications and requirements of this SOW and any tasking issued. The schedule of deliverables shall be in accordance with the priorities established by the TA. Quality control will be maintained by a review of the transcript by the TA to determine whether the transcript is accurate and if deadlines are met. The TA will provide notice to contractor where improvements are required. The TA will make note of missed deadlines where transcripts have been identified as urgent, standard, and archival.

6.2 Progress Meetings

Meetings will be scheduled upon agreement of the TA and the Contractor by telephone conference call as

APPENDIX "D"**STATEMENT OF WORK**

required to attend to any business relating to the tasks and deliverables in the contract.

6.3 Departmental Support

To aid the Contractor in the provision of the required services, the following information, materials, and assistance will be provided by the TA:

- a copy of the format for the front page of a transcript; a sample transcript; and any other data deemed necessary by the TA for the provision of services under this SOW.
- consultation with the Contractor of the transcription service for improvements to the service as required.
- up to two (2) user accounts for access to the IRSAS secure internet site, which will be provided at the time of contract award.

7. Constraints**7.1 Timeline for Deliverables**

Turnaround and deadline requirements are effective from the date the source audio file is available to download from the secure internet site to the date the contractor uploads the completed transcription file to the secure intranet site, inclusive. Each day is counted from 12:00 AM Central standard time to 11:59 PM Central standard time.

- Transcripts for emergency orders will be completed by the contractor and sent to IRSAS within 2 business days, including the dates of upload
- Transcripts for urgent orders will be completed by the contractor and sent to IRSAS within 4 business days, including the dates of upload
- Transcripts for standard orders will be completed by the contractor and sent to IRSAS within 6 business days, including the dates of upload
- Transcripts for archival orders will be completed by the contractor and sent to IRSAS within 16 business days, including the dates of upload.

7.2 Penalties

Failure to meet deadlines will result in penalties as follows:

- | | |
|-----------|--|
| Emergency | - Deduction of 20% of firm cost per page |
| Urgent | - Deduction of 15% of firm cost per page |
| Standard | - Deduction of 10% of firm cost per page |
| Archival | - Deduction of 5% of firm cost per page |

7.3 Format

Contractor provides one paper copy in the format provided and two electronic copies of the transcript (one *.doc, and one *.pdf) to the TA. The TA will advise the contractor when files are closed to ensure that all electronic files are permanently deleted and the contractor will confirm deletion on the status reports to the TA. Otherwise, the Contractor shall not maintain electronic copies or archives of the transcripts beyond a limit of six (6) months and must certify the destruction and removal from any company electronic records or files.

8. Deliverables**8.1 General**

Deliverables shall be in the form of services provided to the TA in accordance with this SOW and of the products generated thereof.

APPENDIX "D"

STATEMENT OF WORK

8.2 Deliverable(s) to be provided:

Receipt of digital audio files

Transcriptions of recordings in the required format and in the language of the recording. Recordings are in English and French with the majority of recordings in the English language.

Completed transcripts to the TA within deadlines identified.

9. Work Location

All services to be provided at the Contractor's and/or sub-contractor's facilities:

All services will be performed at the Contractor's and/or sub-contractor's own place of business or offices and the Contractors and/or sub-contractor's must provide adequate work space and office equipment to ensure the uninterrupted flow of contracted services at no additional cost to the Crown.

10. Sub-Contractors

Contractors must identify the names of any Sub-Contractors.

11. Contractor's Proposal

The Contractor's proposal dated _____, insofar as it is not in variance with anything contained herein, shall apply and form part of this Agreement.

APPENDIX “D-1”
INVOICE TEMPLATE

Company name:		Invoice date:	
Contract number:		Invoice number:	

Transcript Name (File Number - Hearing Type - Date of Hearing)	Date Submitted to IRSAS via EDI	Priority	Number of Pages	Cost Per Page (please apply late penalty if applicable)	Amount billed (excluding taxes)
				Sub total:	
				Tax:	
				Total due:	

APPENDIX “D-2”

TRANSCRIPT TEMPLATE

Indian Residential Schools

Adjudication Secretariat

Secrétariat d’adjudication
des pensionnats indiens

PROTECTED
PROTÉGÉ

B

IAP Hearing for

<CLAIMANT NAME>

File Number: E5442-10-X-XXXXX

IN ATTENDANCE:

<FULL NAME>	Claimant
<FULL NAME>	Claimant Legal Counsel
<FULL NAME>	Canada’s Representative
<FULL NAME>	Adjudicator
<FULL NAME>	<ROLE AT HEARING>

<HEARING DATE>
<HEARING LOCATION>

Transcript prepared by:
<TRANSCRIPT COMPANY>

APPENDIX “D-2”
TRANSCRIPT TEMPLATE

CLAIMANT NAME

E5442-10-X-XXX

1 HEARING LOCATION

2 --- Upon commencing on DATE

3

4

5

6 --- Whereupon the hearing was concluded.

APPENDIX “D-2”
TRANSCRIPT TEMPLATE

CLAIMANT NAME

E5442-10-X-XXX

LEGAL DICTA-TYPIST’S CERTIFICATE

LEGAL TRANSCRIPTIONIST NAME, do hereby certify that

this transcript was prepared from audio to
the best of my ability

NAME, Transcriptionist

ANNEX "A"
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

Corporate Name of Recipient of this Submission

for: _____

Name and Number of Bid and Project

in response to the call or request (hereinafter "call") for bids made by:

Name of Tendering Authority

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____

Corporate Name of Bidder or Tenderer (hereinafter "Bidder")

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a bid in response to this call for bids;
 - b) could potentially submit a bid in response to this call for bids based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
 - a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

ANNEX "A"
CERTIFICATE OF INDEPENDENT BID DETERMINATION

- a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a bid; or
 - d) the submission of a bid which does not meet the specifications of the call for bids; except specifically disclosed pursuant to paragraph (6)(b) above;
8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to (6)(b) above.

Printed Name and Signature of Authorized Agent of Bidder

Position Title

Date

ANNEX "B"**FEDERAL CONTRACTORS PROGRAM
FOR EMPLOYMENT EQUITY****AN IMPORTANT NOTICE FOR BIDDERS**

The Federal Contractors Program (FCP) requires that some Bidders, including a Supplier who is a member of a joint venture, bidding for federal government contracts make a formal commitment to implement employment equity as a pre-condition to the validation of their bids.

Please complete the form below. In cases where the FCP requirements do not apply, please check the applicable box. The completed form must always be returned with your bid.

NOTE

THE BIDDER, OR, IF THE BIDDER IS A JOINT VENTURE, THE MEMBER OF THE JOINT VENTURE, MUST CHECK THE APPLICABLE BOX(ES) BELOW.

FAILURE TO COMPLETE AND RETURN THIS FORM WILL RENDER BIDS LIABLE TO BE REJECTED.

☐ COPY OF SIGNED CERTIFICATE OF COMMITMENT IS ENCLOSED

OR

☐ CERTIFICATE NUMBER IS: _____

OR

PROGRAM REQUIREMENTS DO NOT APPLY FOR REASONS CHECKED BELOW

☐ BID IS LESS THAN \$200,000

OR

☐ THIS ORGANIZATION HAS A WORKFORCE OF LESS THAN 100 FULL-TIME OR PART-TIME PERMANENT EMPLOYEES, OR TEMPORARY EMPLOYEES HAVING WORKED 12 WEEKS OR MORE IN CANADA;

OR

☐ THIS ORGANIZATION IS A REGULATED EMPLOYER UNDER THE *EMPLOYMENT EQUITY ACT*, S.C., 1995, C.44.

NAME AND ADDRESS OR ORGANIZATION _____

OFFICIAL USE ONLY

Certificate N°: _____

ORGANIZATION			
Legal name of organization		Parent company is located outside Canada ☐ Yes ☐ No	
Operating Name (if different)		Procurement Business N°:	
Employer's North American Industry Classification System (NAICS) Code Number		Total no. employees in Canada (Full-Time/Part-Time)	
HEAD OFFICE			
Address (street, building, etc.)	City	Province	Postal Code

		Telephone	Fax
EMPLOYMENT EQUITY CONTACT			
Name		Title	
Telephone	E-mail		
CERTIFICATION			
The above-named organization: • having a workforce of 100 or more permanent full-time, permanent part-time and/or temporary employees in Canada, AND • intending to bid on, or being in receipt of, a Government of Canada goods or services contract valued at \$200,000.00 or more, hereby certifies its commitment to implement and/or renew its commitment to employment equity, if awarded the aforementioned contract, in keeping with the Requirements under the Federal Contractors Program for employment equity. For more information on the Requirements, please visit www.labour.gc.ca			
SIGNATORY			
NOTE: The signatory must be the Chief Executive Officer OR a prescribed person in a senior management position with authority to act on behalf of the organization.			
Name (print)		Title	
Signature		Date	
RETURN INSTRUCTIONS			
IMPORTANT • Your organization will be required to implement an employment equity program once awarded a contract of \$200,000 or more. You could then be subject to a compliance review. • You must include the signed original of this form with your bid. • You must also fax a copy of the signed form to the Labour Branch at (819) 953-8768.			

HRSDC LAB1168 (2010-06-005) E

ANNEX “C” BASIS OF PAYMENT

PRICING SCHEDULE - TABLE

1. All of the information required in this section **MUST** appear in the Bidder's Financial Proposal **ONLY**. The Bidder's Financial Proposal **MUST** be submitted in a sealed envelope, separate from the Bidder's Technical Proposal. The Bidder's failure to comply with this condition will result in the Bidder's Proposal being declared non-compliant and being given no further consideration.
2. Bidders must complete the following Pricing Schedule and must submit one (1) copy in a separate, sealed envelope as part of their Financial Proposal.
3. All prices and costs quoted must be in Canadian Dollars (CAD). Prices must not be quoted as a range.
4. All fixed, all-inclusive unit rates must include all payroll, overhead costs and profits for the Bidder to complete the work as stated in the Statement of Work.
5. The rates and prices shall *exclude* Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST). Any amounts for taxes will be added at the time of Contract award.
6. It is mandatory that all blocks of the Basis of Payment be completed:

Initial Contract Period: from date of award until March 31, 2017.

ARCHIVAL RATES (delivery: up to 16 business days)

Requirement	Unit	Price
Transcription	Per Page	

STANDARD RATES (delivery: up to 6 business days)

Requirement	Unit	Price
Transcription	Per Page	

URGENT RATES (delivery: up to 4 business days)

Requirement	Unit	Price
Transcription	Per Page	

EMERGENCY RATES (delivery: up to 2 business days)

Requirement	Unit	Price
Transcription	Per Page	

ANNEX “C” BASIS OF PAYMENT

First option period: From April 1, 2018 to March 31, 2019.

ARCHIVAL RATES (delivery: up to 16 business days)

Requirement	Unit	Price
Transcription	Per Page	

STANDARD RATES (delivery: up to 6 business days)

Requirement	Unit	Price
Transcription	Per Page	

URGENT RATES (delivery: up to 4 business days)

Requirement	Unit	Price
Transcription	Per Page	

EMERGENCY RATES (delivery: up to 2 business days)

Requirement	Unit	Price
Transcription	Per Page	

Second option period: From April 1, 2019 to March 31, 2020

ARCHIVAL RATES (delivery: up to 16 business days)

Requirement	Unit	Price
Transcription	Per Page	

STANDARD RATES (delivery: up to 6 business days)

Requirement	Unit	Price
Transcription	Per Page	

URGENT RATES (delivery: up to 4 business days)

Requirement	Unit	Price
Transcription	Per Page	

ANNEX “C”
BASIS OF PAYMENT

EMERGENCY RATES (delivery: up to 2 business days)

Requirement	Unit	Price
Transcription	Per Page	

ANNEX "D" **SECURITY REQUIREMENT CHECKLIST**



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

20-13-0001

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

ANNEX "D"

SECURITY REQUIREMENT CHECKLIST



Contract Number / Numéro du contrat
20-13-0001
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)													
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	☒ No Non ☐ Yes Oui												
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	☒ No Non ☐ Yes Oui												
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)													
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis <table style="width: 100%;"> <tr> <td>☒ RELIABILITY STATUS COTE DE FIABILITÉ</td> <td>☐ CONFIDENTIAL CONFIDENTIEL</td> <td>☐ SECRET SECRET</td> <td>☐ TOP SECRET TRÈS SECRET</td> </tr> <tr> <td>☐ TOP SECRET - SIGINT TRÈS SECRET - SIGINT</td> <td>☐ NATO CONFIDENTIAL NATO CONFIDENTIEL</td> <td>☐ NATO SECRET NATO SECRET</td> <td>☐ COSMIC TOP SECRET COSMIC TRÈS SECRET</td> </tr> <tr> <td>☐ SITE ACCESS ACCÈS AUX EMPLACEMENTS</td> <td colspan="3"></td> </tr> </table> Special comments: Commentaires spéciaux : _____ NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.		☒ RELIABILITY STATUS COTE DE FIABILITÉ	☐ CONFIDENTIAL CONFIDENTIEL	☐ SECRET SECRET	☐ TOP SECRET TRÈS SECRET	☐ TOP SECRET - SIGINT TRÈS SECRET - SIGINT	☐ NATO CONFIDENTIAL NATO CONFIDENTIEL	☐ NATO SECRET NATO SECRET	☐ COSMIC TOP SECRET COSMIC TRÈS SECRET	☐ SITE ACCESS ACCÈS AUX EMPLACEMENTS			
☒ RELIABILITY STATUS COTE DE FIABILITÉ	☐ CONFIDENTIAL CONFIDENTIEL	☐ SECRET SECRET	☐ TOP SECRET TRÈS SECRET										
☐ TOP SECRET - SIGINT TRÈS SECRET - SIGINT	☐ NATO CONFIDENTIAL NATO CONFIDENTIEL	☐ NATO SECRET NATO SECRET	☐ COSMIC TOP SECRET COSMIC TRÈS SECRET										
☐ SITE ACCESS ACCÈS AUX EMPLACEMENTS													
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?													
☒ No Non ☐ Yes Oui													
☒ No Non ☐ Yes Oui													
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)													
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS													
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?													
☐ No Non ☒ Yes Oui													
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?													
☒ No Non ☐ Yes Oui													
PRODUCTION													
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?													
☒ No Non ☐ Yes Oui													
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)													
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?													
☐ No Non ☒ Yes Oui													
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?													
☒ No Non ☐ Yes Oui													

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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ANNEX "D"

SECURITY REQUIREMENT CHECKLIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

20-13-0001

Security Classification / Classification de sécurité
UNCLASSIFIED

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production		✓														
IT Media / Support TI		✓														
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

ANNEX "D" **SECURITY REQUIREMENT CHECKLIST**



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

A0318-13-0018A - 20-13-0001

Security Classification / Classification de sécurité

PART C - AUTHORIZATION / PARTIE D - AUTORISATION

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

Name (print) - Nom (en lettres moulées) Shelley Treveltham	Title - Titre Executive Director	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone 613-963-3623	Facsimile No. - N° de télécopieur 613-949-6837	E-mail address - Adresse courriel Shelley.Treveltham@ind-nc.gc.ca
		Date Feb 15/13

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

Name (print) - Nom (en lettres moulées) Josée Gauthier, Josée	Title - Titre Head Personal Security Contractor and Awareness	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone Office: (819) 953-3730 Fax: (819) 954-6774	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date MAR 08 2013

15 Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☒ No
Non

☐ Yes
Oui

16 Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Céline Viner	Title - Titre Senior Procurement Officer	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone 819-994-7304	Facsimile No. - N° de télécopieur 819-955-7830	E-mail address - Adresse courriel Celine.Viner@ind-nc.gc.ca
		Date Feb 19/2013

17 Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées) Eric Fanteux	Title - Titre Quality Control Officer	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone 613-948-1759	Facsimile No. - N° de télécopieur 613-954-4171	E-mail address - Adresse courriel Eric.Fanteux@tpsgc.gc.ca
		Date March 11, 2013

TBS/SC1 350 (03/2004/12)

Security Classification / Classification de sécurité

Canada

ANNEX “E”

**MANDATORY REQUIREMENT M6 – BIDDER LANGUAGE CAPABILITY
CERTIFICATION**

I certify that our company or joint venture has capacity to transcribe approximately 10,000 pages in English and 350 pages in French per month.

Bidder signature

Date