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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

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

The Annexes include the Statement of Work, the Basis of Payment, and the Task Authorization Form.

1.2 Summary

The Canadian Nuclear Safety Commission (CNSC) requires the services of a Contractor to provide qualified personnel and recording equipment necessary and provide transcription services from a live audio feed at all Commission public proceedings in Canada on an “as and when requested basis”.

1.3 Debriefings

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

A de-brief is intended to:

1. Provide the Bidder with feedback on their proposal and the solicitation process;
2. Review the evaluation of the Bidder’s proposal and explain where they met or failed to meet the criteria;
3. Identify strengths and weaknesses in the Bidder’s proposal to assist them with preparing future proposals.

A de-brief is not an opportunity for the Bidder to debate the evaluation or request a re-evaluation of the proposal.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses, and Conditions

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

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

The [2003 \(2023-06-08\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation. The following changes are made:

a) With the exception of sections 01 and 03 of the 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements, all references to Public Works and Government Services (PWGSC) should be deleted and replaced with the Canadian Nuclear Safety Commission (CNSC).

b) Revise subsection 2.d. of section 05, Submission of Bids, to read:
“send its bid only to the CNSC as specified on page 1 of the bid solicitation”.

c) Revise subsection 4 of section 5, Submission of Bids, as follows:

Delete: 60 days

Insert: one hundred and eighty (180) days

d) Delete all reference to Canada Post Corporation’s epost Connect service:

1. Third paragraph of section 6 – Late Bids, replace with:

“For bids submitted electronically, the late bids will be deleted. Records will be kept documenting the transaction history of all late bids submitted”;

2. Delete Subsection 1., paragraph b. of section 07

e) Delete section 8, Transmission by Facsimile or by epost Connect, in its entirety.

f) Add the following paragraphs to section 18, Conflict of Interest – Unfair Advantage:

Conflict of Interest – Performance of the Work

4. The CNSC reserves the right to review real, potential or apparent conflict(s) of interest. Bidders must disclose any of their activities related to the subject of the statement of work that are licensed by the CNSC. Bidders are also required to disclose any involvement in previous, current or planned work undertaken for a CNSC licensee that is or may be related to the subject of the statement of work. Such activities or work are not in themselves grounds for rejection; however, proposals to review previous work contributed by the bidder on behalf of a CNSC licensee, and proposals to make recommendations affecting the CNSC licensing decisions in which the bidder has a financial or non-financial interest may be rejected.

5. Bidders must address in detail, in their submitted bids, any real, potential or apparent conflict(s) of interest they may encounter while performing the work, and must substantiate which measures they are taking to prevent the conflict(s). If in doubt about a particular



situation, bidders may contact the Contracting Authority before bid closing. The CNSC reserves the right to reject any bids in which a real, potential or apparent conflict of interest exists.

- g) Delete subsection 2 of section 20, Further Information, in its entirety.

2.2 Submission of Bids

- 2.2.1 Bids must be submitted only to the CNSC by the date, time and place indicated on page 1 of the bid solicitation.
- 2.2.2 Due to the nature of the bid solicitation, bids transmitted by facsimile to CNSC will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada’s request and meet the requirement within the prescribed time frame will render the bid non-responsive. Refer to Part 5 for certification.

2.4 Enquiries - Bid Solicitation

All inquiries must be submitted in writing to the contracting authority no later than the dates indicated in the table below. Inquiries received after the QP-2 closing date may not be answered.

Question Period (QP)	Closing Date of QP	Expected Response Date (posted on CanadaBuys)
QP-1	April 24, 2024	May 1, 2024
QP-2	May 8, 2024	May 15, 2024

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

2.5 Applicable Laws

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



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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically by email, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders should provide their bid in a single transmission, subject to a 15MB limitation.

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) letter format;
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

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

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3 below.

Section III: Certifications

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



Attachment 1 to Part 3 - Pricing Schedule

1. The bidder must complete this pricing schedule and include it in its financial bid.
2. The bidder is requested to provide firm unit price, as indicated below, for the provision of all the services detailed in the scope of work, **for each of the five (5) years** (applicable taxes are extra).

3. Travel and Living Expenses Outside the National Capital Region

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

A. For the initial period contract - (From the date of the Contract award to June 30, 2025):

Transcripts of all CNSC public proceedings (not including travel expenses for proceedings outside the NCR).

\$ _____ /per word

B. For the first option year: (From July 1, 2025 to June 30, 2026)

Transcripts of all CNSC public proceedings (not including travel expenses for proceedings outside the NCR).

\$ _____ /per word

C. For the second option year: (From July 1, 2026 to June 30, 2027)

Transcripts of all CNSC public proceedings (not including travel expenses for proceedings outside the NCR).

\$ _____ /per word

D. For the third option year: (From July 1, 2027 to June 30, 2028)

Transcripts of all CNSC public proceedings (not including travel expenses for proceedings outside the NCR).

\$ _____ /per word

E. For the fourth option year: (From July 1, 2028 to June 30, 2029)

Transcripts of all CNSC public proceedings (not including travel expenses for proceedings outside the NCR).

\$ _____ /per word

Total bid evaluation price (applicable taxes extra)

A+B+C+D+E = \$ _____



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4 of this bid solicitation.

4.1.1.2 Point Rated Technical Criteria

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

4.1.2 Financial Evaluation

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

4.1.2.1 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of **72** points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **102** points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **60 %** for the technical merit and **40 %** for the price.



4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **60%**.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **40 %**.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

Basis of selection – Highest combined rating technical merit (60%) and price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall technical score		115/135	89/135	92/135
Bid evaluated price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical merit score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined rating		83.84	75.56	80.89
overall rating		1st	3rd	2nd



Attachment 1 to Part 4 - Evaluation Criteria

Evaluation Disclaimer

The Technical Evaluation evaluates two different categories of criteria: Corporate criteria and Resource criteria. For the latter, the Bidder must complete one grid for each resource proposed. As well, the Technical Evaluation of the proposals for each category will be performed in two phases as follows, for each Corporate as well as Resource criteria:

Evaluation Phase 1: Mandatory Technical Criteria

The mandatory criteria will be evaluated on a “Met/Not Met” (i.e. compliant/non-compliant) basis. Bids must demonstrate compliance with all of the following Mandatory requirements and must provide the necessary documentation to support a determination of compliance. Proposals that fail to meet any mandatory requirements will be deemed non-compliant and will be given no further consideration.

Evaluation Phase 2: Point Rated Technical Criteria

The Bidder must obtain the required minimum number of points specified for the point rated technical criteria.

Overall Maximum Points Available	102
Overall Minimum Points Required	72

In their curriculum vitae, each resource should indicate:

- a. A list of current and past employers, indicating the supervisor's name and contact information
- b. The resource's primary language (mother tongue)

For each of the mandatory and point rated requirements listed below, the Bidder **must demonstrate** experience by using project descriptions as executed by the proposed resources, where applicable. The project description should include the following:

- a. Project Title
- b. Description of project
- c. List of tasks performed by the resource
- d. Start and end date of project (if end date applies) (dates must include month and year)
- e. Start and end date when the resource actually worked in this capacity on this project (dates must include month and year)
- f. The Bidder must provide concrete and detailed examples to clearly demonstrate how the experience requirements were met, merely stating you have the experience will not qualify;
- g. Reference contact information that includes name and email. The reference must be a person who was either the Project or Technical Authority, or the supervisor or employer of the resource, if an employee.



Indicate the location in your proposal where the requested information can be found for both the mandatory and point rated requirements.

Merely stating the experience is not sufficient and the proposal will be deemed non-compliant.

Example: If the mandatory and point rated criteria demands experience in gathering, analyzing and validating findings, it is not sufficient just to state the resource has experience gathering, analyzing and validating findings. The experience must be demonstrated, and a reference made to the specific location in the resume where corroborating information can be located in the manner indicated above.

The Contracting Authority reserves the right to request reference(s) from any of the listed projects to verify and validate the information stated in the bid. If the reference is unable to verify or validate the information stated in the proposal, the bid will be deemed non-compliant.

1. **Mandatory Criteria**

No.	Mandatory Criteria	Met/Not Met	Bidder's Cross Reference in the Proposal
M1	<p>HIGH QUALITY FEED/ACCESS TO LIVE FEEDS Bidders <u>MUST</u> clearly demonstrate the capability to provide transcription services from high quality live feeds at all proceedings (virtual or in person) especially from multiple microphone locations, to save audio versions that can be reviewed to ensure transcription accuracy, and to send live feeds for transcript delivery within the contractor's deadline.</p>		
M2	<p>SAMPLES OF PREVIOUS SIMILAR PROJECTS Bidders <u>MUST</u> provide one sample in English and one in French of a TRANSCRIPT package sent to a client in the last 3 years of the bid closing date. <i>In the event the Bidder cannot provide an entire sample in one of the official languages, a minimum of two bilingual samples will be accepted; however each language would have to represent approximately 50 % of each sample. Samples are to be provided in MS WORD.</i></p>		
M3	<p>QUALITY CONTROL Bidders <u>MUST</u> detail how the audio feed was provided to the personnel preparing the transcription as well as the detail of the quality control measures taken to ensure that no more than 2% of each text was coded inaudible and to ensure no more than 2% errors in transcript, including typographical, spelling, grammatical and to ensure the correct identification of the speaker.</p>		



M 4	<p>BILINGUAL CAPABILITIES</p> <p>The Bidder should demonstrate, by providing three (3) projects within the last five (5) years of bid closing, that it has the capability to provide transcription service in both official languages, English and French.</p> <p>To qualify as a bilingual project, the event being transcribed must have used both official languages. The translation of a transcription of an all English (or French) event will not be considered a bilingual project.</p>		



2. Point Rated Criteria

No.	Point Rated Criteria	Points to be assigned based on the following	Maximum Points	Bidder's Score	Bidder's Cross Reference in the Proposal
R1	<p>APPROACH AND METHODOLOGY The bid should demonstrate the Bidder's knowledge of issues and objectives relevant to the CNSC as well as an outline of the approach to be followed in completing all aspects of the Statement of Work. Working aspects to be addressed include:</p> <ol style="list-style-type: none"> 1. project organization, 2. reporting relationships, 3. proposed system for transcribing, 4. assigned areas of responsibilities, 5. coordination and 6. quality control procedures. <p>State by whom, when and how client liaison would be maintained with the CNSC Project Authority. The bid should draw a clear distinction between activities that are to be subcontracted and those to be performed by the bidder's employees.</p>	<p>1.1 <u>Work organization and methodology for the timely provision of the required transcription services:</u></p> <p>0 Points Bidder has not provided clear descriptions for any working aspects that demonstrate the bidder's approach and methodology for ensuring a timely and accurate transcript is delivered to the CNSC.</p> <p>1 Points Bidder has provided clear descriptions for only 1 of the 6 working aspects that demonstrates the bidder's approach and methodology for ensuring a timely and accurate transcript is delivered to the CNSC.</p> <p>2 Points Bidder has provided clear descriptions for only 2 of the 6 working aspects that demonstrates the bidder's approach and methodology for ensuring a timely and accurate transcript is delivered to the CNSC.</p> <p>3 Points Bidder has provided clear descriptions for only 3 of the 6 working aspects that demonstrates the bidder's approach and methodology for ensuring a timely and accurate transcript is delivered to the CNSC.</p> <p>4 Points</p>	6		



		<p>needs <i>and</i> evolving/future needs of the Commission at public proceedings.</p> <p><u>1.3 Quality Control Procedures</u></p> <p>0 point No quality control measures demonstrated.</p> <p>7 points Some quality control measures are in place, but one or more weaknesses in quality control can be identified.</p> <p>10 points One set of quality control measures is demonstrated and in place, and no identifiable weaknesses are present.</p> <p>13 points Two or more sets or layers of quality control measures is demonstrated and in place, and no identifiable weaknesses. Should one set of quality control measures fail, the other layers of quality control are able to ensure quality control to the level specified by this contract.</p>	13		
R2	<p>The Bidder should demonstrate, by providing ten (10) projects within the last five (5) years of bid closing, its ability to meet the deadline requirements of 24 hours not only following typical proceeding days from 8:00am to 6:00 pm but also following lengthened proceeding days that may extend into the evening.</p> <p>Note: 5 pages will be randomly selected for review and, if more than ten (10) projects are submitted, only the first ten presented will be evaluated</p>	<p>0 point Demonstrated its ability to meet the deadline requirements of 24 hours, on 7 or less projects.</p> <p>4 points Demonstrated its ability to meet the deadline requirements of 24 hours, on 8 projects.</p> <p>8 points Demonstrated its ability to meet the deadline requirements of 24 hours, on 9 projects.</p>	13		



		<p>13 points Demonstrated its ability to meet the deadline requirements of 24 hours, on all 10 projects.</p>			
R3	<p>PREVIOUS SIMILAR PROJECTS</p> <p>The previous similar projects cited in M2 will be evaluated. The following key points will be evaluated:</p> <ol style="list-style-type: none"> 1. similarity with this requirement, 2. type of feed and equipment used, 3. type of word processing program used (i.e. Word, Acrobat or other), 4. area of coverage i.e.: local, national etc., 5. ability to travel, and 6. work long hours (i.e. 7:00 am – 11:00 pm) as and when requested. 	<p>For each of the two projects, points will be allocated as follows:</p> <p>0 points: the Bidder demonstrated 3 or less key points</p> <p>5 points: the Bidder demonstrated 4 of the key points.</p> <p>8 points: the Bidder demonstrated 5 of the key points</p> <p>10 points: the Bidder demonstrated all 6 of the key points</p>	20		
R4	<p>QUALITY OF SAMPLES</p> <p>Samples provided from the M2. mandatory requirements will be evaluated</p>	<p>4.1 For errors in sample: <u>typographical, spelling, grammatical, reference to correct speaker, and others:</u></p> <p>0 point 4% or more of text contained an error</p> <p>2 points 2% - 3.999% of text contained an error</p> <p>4 points 1% - 1.999% of text contained an error</p> <p>5 points 0.999% or less of text contained an error</p>	5		



		<p>4.2 For <u>text coded as inaudible</u>:</p> <p>0 point 4% or more of text coded as inaudible</p> <p>2 points 2% - 3.999% of text coded as inaudible</p> <p>4 points 1% to 1.999% of text coded as inaudible</p> <p>5 points 0.999% or less of text coded as inaudible</p>	5		
R5	<p>The Bidder should demonstrate it has the capability to provide transcription service in both official languages, English and French, above the minimum demonstrated in M4. The Bidder must indicate the approximate ratio in percentage of English to French found in the project.</p> <p>To qualify as a bilingual project, the event being transcribed must have used both official languages. The translation of a transcription of an all English (or French) event will not be considered a bilingual project.</p>	<p>0 points 3 or less projects have been provided.</p> <p>20 points 4 to 6 projects demonstrating the Bidder's capabilities of providing the service in both official languages.</p> <p>30 points 7 or more projects demonstrating Bidder's capabilities of providing the service in both official languages.</p>	30		
A	Total Score CR1 to CR4	Minimum pass mark 72/102	/102	Report this score to calculation grid below	



PART 5 – CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Former Public Servant

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



Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes No

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes No



If so, the Bidder must provide the following information:

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



PART 6 - SECURITY REQUIREMENT

6.1 Security Requirements

There is no security requirement applicable to this solicitation.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Amendment to the General Conditions 2035 (Effective November 28, 2023)

Subsection 5 of the General Conditions are amended as follows:

Delete:

5. The Contractor must maintain such records at all times during the term of this Contract and for a period of seven years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later.

Insert:

5. The Contractor must maintain such records, and Canada and its authorized representatives will have the right to examine such records, at all times during the term of this Contract and for a period of seven years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. Should an examination reveal any overpayments by Canada, these will be claimed by Canada and immediately repaid by the Contractor.

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from the date of the Contract award to June 30, 2025, inclusive.



7.4.2 Option to Extend the Contract

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

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

7.5 Authorities

7.5.1 Contracting Authority (to be completed at contract award)

The Contracting Authority for the Contract is:

Name: _____
Title: _____
Telephone: ____-____-____
E-mail: _____

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

7.5.2 Project Authority (to be completed at contract award)

The Project Authority for the Contract is:

Name: _____
Title: _____
Telephone: ____-____-____
E-mail: _____

In its absence, the Project Authority is: (as applicable)

Name: _____
Title: _____
Telephone: ____-____-____
E-mail: _____

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



7.5.3 Contractor's Representative *(to be completed at contract award)*

Name: _____
 Title: _____
 Telephone: _____ - _____ - _____
 E-mail: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment – Firm Unit Price

The Contractor will be paid a firm unit price, as described in Annex B, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

7.7.2 Competitive Award

The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

7.7.3 Canada's Total Responsibility

7.7.3.1 Limitation of Expenditure

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

whichever comes first.



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

7.7.4 Method of Payment – Multiple payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

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

7.7.5 T1204 - Direct Request by Customer Department

1. Pursuant to paragraph 221 (1)(d) of the [Income Tax Act](#), R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

7.8 Invoicing Instructions

7.8.1 Invoices can be emailed to finance@cnsccsn.gc.ca

7.8.2 Original receipts are required for reimbursable travel expenses if these expenses are included in the basis of payment found in Annex B attached to this contract. The Contractor must identify the actual travel costs separately on any invoice issued pursuant to the Contract. Travel costs must be itemized by: airfare, train, car rental, personal vehicle, other transportation, accommodation, meals and other. Incidentals are not reimbursable.

7.8.3 The Contractor must clearly indicate the contract number (3000xxxxxx) and appropriate Applicable Taxes registration number on all invoices pertaining to the contract.

7.8.4 The last and final invoice under the contract shall be clearly marked "final invoice".

7.9 Certifications

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information



are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2035](#) (2022-12-01), General Conditions - Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on _____ " **or** ", as amended on _____ " (*if applicable*).

7.12 Foreign Nationals

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.13 Insurance

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

7.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.



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



ANNEX “A” - STATEMENT OF WORK

1.0 TITLE

The Canadian Nuclear Safety Commission (CNSC) requires the services of a Contractor to provide qualified personnel and recording equipment necessary and provide transcription services from a live audio feed at all Commission public proceedings in Canada on an “as and when requested basis”.

2.0 OBJECTIVE OF THE CONTRACT

The Canadian Nuclear Safety Commission (CNSC) requires transcription services to provide accurate and timely verbatim transcripts of what was said at Commission proceedings.

3.0 BACKGROUND

Verbatim transcripts are considered the official Record of the Canadian Nuclear Safety Commission’s Commission proceedings, most of which are held in public and on occasion, in private. Transcripts are therefore required for all public Hearings and Meetings of the Commission, collectively referred to as Commission proceedings.

The Commission holds a total of approximately 20 to 25 days of public hearings and meetings per year. The proceedings can be virtual-only (Zoom or Microsoft (MS)Teams) or hybrid (in-person and virtual) and are held in either or both of Canada’s official languages. The subject matter frequently involves the use of specialized technical and scientific language and deals with issues specific to the CNSC. The public hearing and meeting sessions vary in length, but usually occupy full days (7.5 hours) for one to three days in succession. Occasionally, a session on a given day will exceed 7.5 hours and extend late into the evening and hearing and meeting sessions may, on occasion, exceed three days in succession. Most of the public hearings and meetings are held in National Capital Region (NCR). Sessions are occasionally held elsewhere in Canada, normally a total of approximately 5 to 10 days per year. An average of 60,000 words per day is produced.

4.0 SCOPE OF WORK

To provide a transcription service at all Commission proceedings in Canada on an “as and when requested basis”. The Contractor must be able to provide the services in both official languages, French and English, dependent on the language of the proceedings or of the speakers at events.

5.0 TASKS

1. The Contractor must provide transcription services from a live audio feed at proceedings in the National Capital Region and elsewhere in Canada. The system used for transcribing is at the discretion of the Contractor. Audio versions must be able to be reviewed by the Contractor, if necessary, to ensure the transcription accuracy.
2. The Contractor must provide the necessary recording equipment and the qualified personnel, at the request of the CNSC, either on site at the location of the proceedings or virtually from one hour before the start of the proceedings on each day of the proceedings. Normally, the proceedings begin at 9:00 am and finish at 6:00 pm, with a one hour break for lunch and two 15 minutes breaks. However, Commission hearings and meetings may extend into the evening and/or may begin later than the usual 9:00 am start. The Project Authority will give the Contractor a 24 hour notice of any changes in the proceeding schedule.



3. The Contractor must prepare transcripts in electronic format within the time frames, formats and levels of accuracy described below as deliverables.

6.0 DELIVERABLES and ASSOCIATED SCHEDULE

6.1 Start-up Meeting

- Date: Within 10 business days after contract award
- Location: MTeams Meeting (Virtual) or CNSC HQ (280 Slater St., Ottawa)
- Purpose: To discuss and clarify the proposed approach, work plan and schedule to ensure achievement of the contract objectives. The Contractor must make a presentation with the above purpose in mind.

6.2 Transcript Specifications and Timelines

1. For all proceedings, the draft transcripts must be delivered via electronic transmission (e-mail) within 24 hours of the close of each proceeding day.
2. The CNSC may request that partial transcripts be delivered (electronically) faster than within the 24-hour periods noted above.
3. The CNSC may request a rough, unedited draft of the complete transcript within 6 hours of the close of a proceeding day.
4. The transcripts must be formatted to fit a standard 8.5 x 11 inch page. The text must be double spaced in Courier 12 font. The pages must be numbered consecutively (top-centre), The transcription texts contain no graphics or PowerPoint presentations.
5. Corrections to the draft transcripts will be made only by the Contractor, subject to correction requests submitted to the Contractor by the CNSC Commission Registry.
6. The final version of a transcript must be delivered to the CNSC via electronic transmission (e-mail) within 24 hours of the CNSC's submission of request for corrections to be made by the Contractor.
7. The final version for each individual hearing day and meeting day must consist of electronic files in both Adobe Acrobat PDF and MS Word format. Each separate hearing day and each meeting day will be presented with its own title page, table of contents and sub-headings within each individual day's transcript according to the published agendas.
8. The Contractor must provide the transcript in separate PDF files for each public proceeding day:
 - a. As more than one Commission hearing may be held during a single day, a separate PDF file for each individual hearing subject held by the Commission
 - b. As one proceeding (hearing or meeting) may be held over several days, provide one PDF file for each individual proceeding day held by the Commission

Each file must have a relevant title page. Electronic files must be sent to the CNSC by Email



9. For the purpose of ensuring a consistent word count, the Contractor must use the MS Office 365 version of MS Word, or a more recent version, if CNSC has upgraded, to calculate the total number of words for each invoice. If CNSC upgrades its MS WORD, the Contractor will be notified by the Project Authority by email, and that version will become the version to invoice against for future transcripts.
10. Occasionally, print copies may be ordered by the CNSC and must be delivered by mail to the address prescribed by the CNSC at no additional cost.
11. The high quality of both English and French final texts require that no more than 2% of the text should be identified as “inaudible”; and must not contain more than 2% typographical, spelling, and grammatical errors, or other errors such as incorrect reference to the speaker or misspelled names when a list of speakers has been provided by the CNSC.
12. The audio recording produced by the Contractor must be retained for a minimum of three (3) months.

6.3 Format of Deliverables

The contractor will provide electronic copies of the transcript in PDF and WORD format.

7.0 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION

All locations of proceedings are equipped with a microphone system to which the Contractor can connect its recording equipment. For virtual Commission proceedings, the contractor will be provided with a link to join the Zoom or MS Teams meeting room.

8.0 CONSTRAINTS

CNSC is aware of the challenges that may arise during virtual events (poor connectivity, lag in audio or video, etc.). The CNSC expects the Contractor to do its part in ensuring the best quality possible in the delivery of the transcription. Although the CNSC works with participants to help provide the best possible audio, the CNSC cannot guarantee the overall quality of video and audio signals. Loss of video and/or audio feed could occur due to:

- bandwidth issues from the participants in the event;
- technical limitations from the software available due to the remote situation;
- participants' lack of knowledge or comfort with the platform used.

While CNSC will provide the best available supports to help mitigate potential issues from arising, we cannot ensure that participants will follow the advice and guidance provided. The bandwidth of the participants – some of which are located in rural and remote communities – is beyond CNSC's control; therefore, the CNSC cannot guarantee a seamless event for transcribers and participants. CNSC is not responsible for the transcription system used by transcribers in a remote situation.

The contractor should ensure that they:

- have a strong connection and a back-up connectivity option for virtual and hybrid hearings
- conduct dry-runs/testing of equipment and connection prior to Commission proceedings with the CNSC, as designated by the CNSC



- work with the CNSC project authority to correct any inaudible portions of the transcript

9.0 LANGUAGE OF WORK

The Contractor must provide the services in both official languages, English and French. All deliverables must be submitted in the official language that was spoken at the time of recording. If translation of the deliverables is required, the CNSC will be responsible. In the event a different language is used by one of the speaker, the CNSC will be responsible for the translation and transcription of that portion of the proceedings.

10.0 TRAVEL REQUIREMENTS

The contractor may be required to travel to the location of the CNSC's Commission proceedings. While the majority of Commission proceedings are within the NCR, some proceedings may be in locations across Canada. The CNSC will reimburse travel costs that fall within the standard of travel at the CNSC.

11.0 LOCATION OF WORK

For recording transcriptions, the locations of work will either be virtual or in-person at various locations within Canada, as specified by the CNSC.

The production and delivery of the transcript can be done at the Contractor's premises.



ANNEX “B” – Basis of Payment

1.0 Basis of Payment – Firm Unit Price (*Complete at contract award*)

1.1 For the period from date of contract award to June 30, 2025 inclusive: Transcripts of CNSC public proceedings (not including travel expenses for proceedings outside the NCR).

\$_____ /per word

1.2 Travel and Living Expenses

1. Travel and living expenses for proceeding within the National Capital Region (NCR) are at the Contractors expenses.
2. For proceedings The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.
3. All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

1.3 Option to Extend the Contract

During the extended period of the contract, the contractor will be paid the following firm unit rates to perform all the work in relation to the contract extension. Customs duties are included and Applicable Taxes are extra.

For the first option year: (From July 1, 2025 to June 30. 2026)

Transcripts of CNSC public proceedings (not including travel expenses for proceedings outside the NCR).

\$_____ /per word

For the second option year: (From July 1, 2026 to June 30. 2027)

Transcripts of all CNSC public proceedings (not including travel expenses for proceedings outside the NCR).

\$_____ /per word

For the third option year: (From July 1, 2027 to June 30. 2028)

Transcripts of all CNSC public proceedings (not including travel expenses for proceedings outside the NCR).

\$_____ /per word



For the fourth option year: (From July 1, 2028 to June 30, 2029)

Transcripts of all CNSC public proceedings (not including travel expenses for proceedings outside the NCR)

\$ _____ /per word