

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0A1/ Noyau 0A1

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet SERVICES DE TRADUCTION	
Solicitation No. - N° de l'invitation EN937-113184/A	Date 2012-05-22
Client Reference No. - N° de référence du client 2000083184	
GETS Reference No. - N° de référence de SEAG PW-\$\$ZF-503-24429	
File No. - N° de dossier 503zf.EN937-113184	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-07-03	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Gonga, Brigitte	Buyer Id - Id de l'acheteur 503zf
Telephone No. - N° de téléphone (819) 956-8165 ()	FAX No. - N° de FAX (819) 956-2675
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA QGDN 6CBS 101 PROMENADE COLONEL BY OTTAWA Ontario K1A0S5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Issuing Office - Bureau de distribution

Linguistic Services Division / Division des services linguistiques

PSBID, PWGSC / DIASP,TPSGC

11 Laurier St. / 11, rue Laurier

10C1/Place du Portage, Phase III

Gatineau

Québec

K1A 0S5

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PART 1 – GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into six (6) 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation
Part 3	Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid
Part 4	Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection
Part 5	Certifications: includes the certifications to be provided
Part 6	Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract

The attachments include the Pricing Schedule, Evaluation Procedures, forms for submitting information on some of the point-rated technical criteria and Certifications Precedent to Contract Award.

The annexes comprise the Statement of Work, Basis of Payment, Task Authorization Form; and Sample MS Office Excel Spreadsheet for Periodic Usage Reports – Contracts with TAs.

2. Summary

2.1 Description of Requirement

The Translation Bureau wants to procure English-to-French translation services on an as-and-when-requested basis, the work to be performed at the supplier's site and delivered to the Translation Bureau.

The texts to translate, of a general or specialized nature, deal with federal programs and activities in the military field. The documents to be translated consist of, among other things, meeting or conference agendas and minutes, briefing notes, reports, memorandums, articles for Defence Department publications, PowerPoint presentations, training and instruction manuals, calls for tender, statements of work and documents for a specific target audience, such as civil servants and military personnel.

The total annual requirement for English-to-French translation is estimated at 2,500,000 words or the equivalent in hours.

Services shall be provided for one (1) years as of the contract award date, and the contract will include an option allowing it to be extended for two (2) additional periods of one (1) year each under the same terms and conditions.

2.1.1 Estimated Volume

Only one contract will be awarded under this solicitation.

- The total annual requirement for English-to-French translation is estimated at 2,500,000 words and 100 hours for work billed by hour, i.e. a production capacity of up to 10,000 words per working day.
- During the three-month familiarization period, the expected production capacity is 5,000 words per working day for the first month, 7,000 words per working day for the second month and 9,000 words per working day for the third month.

3. Debriefings

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

PART 2 – BIDDER INSTRUCTIONS

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada (PWGSC).

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 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

Article 12 of 2003, Rejection of Bid, is amended as follows:

Paragraphs 1(a) and (b) are to be replaced by the following:

1. Canada may reject a bid where any of the following circumstances is present:
 - (a) The Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
 - (b) An employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform.

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

Delete: sixty (60) days

Insert: one hundred and eighty (180) calendar days

2. Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada Bid Receiving Unit and by the date and time and at the place indicated on page 1 of the bid solicitation.

Bids transmitted by facsimile or electronic mail to Public Works and Government Services Canada will not be accepted.

3. Enquiries – Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the

questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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, the Bidder acknowledges that the applicable laws specified are acceptable to the Bidder.

5. Basis for Canada's Ownership of Intellectual Property

The Translation Bureau of PWGSC has determined that any intellectual property rights arising from the performance of the work under the resulting contract will vest in Canada, on the following grounds:

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

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I	Technical Bid: four (4) hard copies
Section II	Financial Bid: two (2) hard copies
Section III	Certifications: one (1) hard copy

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

Bidders may bid on more than one class of work specified in the Statement of Work in Annex A, but must submit a separate bid for each of the classes. Canada asks the bidders to clearly indicate in the first few pages of their bid the class of work on which they are bidding.

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

- (a) Use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (b) Use a numbering system corresponding to that of the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process, the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of Cerlox, duotangs or binders.

Section I: Technical Bid

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

The technical bid must 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 statements contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bid by identifying the specific paragraph and page number where the topic has already been addressed.

Part 4, Evaluation Procedures and Basis of Selection, contains additional instructions for bidders concerning the preparation of their technical bid.

Section II: Financial Bid

1. Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachments 1 to Part 3. The total amount of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, as applicable.
2. Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded.
3. When preparing their financial bids, bidders should review the Basis of Payment in Annex B and clause 1.2, Financial Evaluation, of Part 4.
4. Bidders must include the following information in their financial bid:
 1. Legal name;
 2. Procurement Business Number (PBN); and
 3. Name of the resource person (including the person's mailing address, telephone and fax numbers, and e-mail address) authorized by the Bidder to communicate with Canada regarding:
 - a. its bid and
 - b. any contract that may result from the bid.
5. SACC Manual Clauses
C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Attachment 1 to Part 3 – Pricing Schedule

1. The Bidder should complete the Pricing Schedule and include it in its financial bid. At a minimum, the Bidder must indicate for each of the periods specified below the fixed, all-inclusive rate per word (in Canadian dollars) for translation work and the fixed, all-inclusive hourly rate (in Canadian dollars) for work billed by the hour.

2. When submitted by the Bidder to meet the conditions of any resulting contract, the rates and prices listed below include the total estimate for all travel and living expenses that may need to be incurred for the following purposes:

- a. Work described in Part 6, Resulting Contract Clauses, of the bid solicitation to be performed in the National Capital Region (NCR). The National Capital Region is defined in the *National Capital Act*, R.S.C., 1985, c. N-4, s. 2, which is available on the Justice Web site at <http://laws.justice.gc.ca/en/N-4/>;
- b. Any travel between the Contractor's place of business and the NCR; and
- c. Relocation of resources.

These expenses cannot be listed directly or separately from the professional fees in any contract resulting from the bid solicitation.

3. The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with these data.

4. The total price of the bid is calculated by adding up the totals in Column C of the table below.

Pricing Schedule				
Period	Category of Service working days	A Volume	B Rate	C Estimated Price (AxB)
Initial contract period (1 year)	Translation*	2,500,000 words	\$(Fixed rate per word)	\$ _____
	Work billed by the hour	100 hours	\$(Fixed hourly rate)	\$ _____
1st option period (1 year)	Translation*	2,500,000 words	\$(Fixed rate per word)	\$ _____
	Work billed by the hour	100 hours	\$(Fixed hourly rate)	\$ _____
2nd option period (1 year)	Translation*	2,500,000 words	\$(Fixed rate per word)	\$ _____
	Work billed by the hour	100 hours	\$(Fixed hourly rate)	\$ _____
Total calculated price				\$ _____

*Translation services as specified in the Statement of Work at clauses A4.6b, A4.6c, A4.7, A4.8 and A5.2

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Note:

Canada will not consider or reimburse any other fee, rate or expense. For the calculation of the total price of this bid, the total price calculated in this table corresponds to the bidder's estimated price.

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria (MTCs)

See Attachment 1 to Part 4.

1.1.2 Point-Rated Technical Criteria (PRTCs)

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

1.2 Financial Evaluation

1.2.1 The volumetric data included in the pricing schedule detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered a contract guarantee.

1.2.2 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.

2. Basis of Selection – Lowest Price Per Point

Only one (1) contract will be recommended for award under this solicitation.

2.1 To be declared responsive, a bid must:

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

2.2. Bids not meeting the requirements in 2.1. (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest price will necessarily be accepted.

2.3. The price per point is determined by dividing the total evaluated price by the overall score received for all the point-rated technical criteria in the attachment 1 to Part 4.

2.4. The responsive bid with the lowest price per point will be recommended for contract award.

In the event that two (2) or more responsive bids obtain the same price per point, those bids will be ranked in descending order by total score obtained for all of the point-rated technical criteria detailed in Attachment 1 to Part 4, the responsive bid with the highest total score being ranked the highest will be recommended for contract award.

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Attachment 1 to Part 4 – Evaluation Procedures

For the purposes of evaluating the mandatory and point-rated technical criteria specified below, and unless otherwise indicated, the experience/expertise of the Bidder itself will be considered (which includes the experience/expertise of all of the entities constituting the Bidder by merger but does not include the experience/expertise acquired by purchase of assets or assignment of contract).

1.1 Mandatory Technical Criteria (MTCs)

Bids must meet all the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids that fail to meet all the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion must be addressed separately.

Mandatory Technical Criteria (MTCs)	
Evaluation of bids submitted by joint ventures: Unless otherwise indicated, at least one member of the joint venture must meet each and every mandatory requirement in this bid solicitation.	
Bidder's proposed resources	
MTC No.	Mandatory technical criteria
MTC 1	The Bidder must provide the name of one (1) primary co-ordinator and one (1) backup co-ordinator, as specified in A4.6.a of Annex A, Statement of Work. If more than one primary co-ordinator or more than one backup co-ordinator is proposed, only the first two (2) in the order presented in the bid will be considered. Furthermore, if the Bidder does not identify the primary co-ordinator and backup co-ordinator, the first will be evaluated as the primary and the second as the backup.
MT2	The Bidder must provide the names of two (2) primary revisers and one (1) backup reviser, as specified in A4.6.b of Annex A, Statement of Work.

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	<p>If the Bidder proposes more than three (3) individuals, Canada will evaluate the first three (3) in the order presented in the bid. Furthermore, if the Bidder does not identify the primary revisers and backup reviser, the first two (2) revisers proposed will be evaluated as the primary revisers and the third as the backup.</p>
MTC 3	<p>Each of the individuals proposed as revisers in MTC 2 must be a translator certified (in translation from English to French) by a provincial or territorial professional association affiliated with the Canadian Translators, Terminologists and Interpreters Council (CTTIC).</p> <p>The Bidder must provide a copy of the membership card for the current year from the professional association concerned, and Canada reserves the right to conduct any verifications that may be required to ascertain whether the individual is a member in good standing.</p>

1.2 Point-Rated Technical Criteria (PRTCs)

Bids that meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.
Bids that do not obtain the required minimum number of points specified will be declared non-responsive. Each point-rated technical criterion must be addressed separately.

Point-Rated Technical Criterion	Maximum Number of Points	Minimum Number of Points Required
PRTC 1 Bidder's Experience	200	125
PRTC 2 Bidder's Proposed Revisers' Experience and Qualifications	200	125
OVERALL SCORE	400	250

Point-Rated Technical Criteria (PRTCs)		
PRTC 1. BIDDER'S EXPERIENCE - Maximum points: 200, Minimum points: 125		
Number	Point-Rated Technical Criteria	Bid Preparation Instructions
PRTC 1.1	Bidder's demonstrated experience, over a period of no more than twelve (12) consecutive months since January 2009, in the translation from English to French of at least 1,250,000 words.	<p>The Bidder must provide at least the following information for each translation project for which the experience meets the requirements of PRTC 1.1</p> <ul style="list-style-type: none">i. The source and target languages;ii. The length of time over which the translation work was provided, i.e., from [month/year] to [month/year];iii. The number of words translated during the period mentioned in ii;iv. The name of the client (company or government organization) for which the translation work was provided, as well as the name and current telephone number and/or e-mail address of the client's representative who would be able to confirm the information provided by the Bidder.
		<p>Points will be awarded as follows for demonstrated experience that meets the requirements of PRTC 1.1:</p> <p>Demonstrated experience, over a period of no more than twelve (12) consecutive months, in the translation of 1,250,000 to 1,875,000 words: 50 points.</p> <p>Or</p> <p>Demonstrated experience, over a period of no more than twelve (12) consecutive months, in the translation of 1,875,001 to 2,500,000 words: 75 points.</p> <p>Or</p> <p>Demonstrated experience, over a period of no more than twelve (12) consecutive months, in the translation of more than 2,500,000 words: 100 points.</p> <p>Maximum points: 100</p>

Number	Point-Rated Technical Criteria	Bid Preparation Instructions	Point Allocation
PRTC 1.2	Bidder's demonstrated experience, over a period of no more than twelve (12) consecutive months since January 2009, in the translation from English to French of at least 1,250,000 words in the following specialty: MIL 00 (Military - Institutional and general). Refer to the definition in section A3.e of the Statement of work.	<p>The Bidder must provide at least the following information for each translation project for which the experience meets the requirements of PRTC 1.2.</p> <ul style="list-style-type: none"> i The specialty of the translation work; ii The subject of the translation work and the source and target languages; iii The length of time over which the translation work was provided, i.e., from [month/year] to [month/year]; iv The number of words translated during the period mentioned in iii, by specialty; v The name of the client (company or government organization) for which the translation work was provided, as well as the name and current telephone number and/or e-mail address of the client's representative who would be able to confirm the information provided by the Bidder. 	<p>Points will be awarded as follows for demonstrated experience that meets the requirements of PRTC 1.2:</p> <p>Demonstrated experience, over a period of no more than twelve (12) consecutive months since January 2009, in the translation of 1,250,000 to 2,500,000 words in the following specialty: MIL 00: 75 points.</p> <p>Or</p> <p>Demonstrated experience, over a period of no more than twelve (12) consecutive months since January 2009, in the translation of more than 2,500,000 words in the following specialty: MIL 00: 100 points.</p> <p>Maximum points: 100</p>
PRTC 2. BIDDER'S PROPOSED REVISERS' EXPERIENCE AND QUALIFICATIONS - Maximum points: 200, Minimum points: 125			
If the Bidder proposes more than three (3) individuals, Canada will evaluate the first three (3) in the order presented in the bid. Furthermore, if the Bidder does not identify the primary revisers and backup reviser, the first two (2) revisers proposed will be evaluated as the primary revisers and the third as the backup.			
Number	Point-Rated Technical Criteria	Bid Preparation Instructions	Point Allocation
PRTC 2.1	Bidder's demonstrated experience of the three proposed revisers, over a period of no more than twelve (12) consecutive months since January 2009, in the revision of texts translated from English to French totalling at least 1,250,000 words.	<p>The Bidder must provide at least the following information for each proposed reviser's projects involving revision of translation work:</p> <ul style="list-style-type: none"> i. The source and target languages; ii. The length of time over which the revision of translation work was 	<p>Points will be awarded as follows for experience meeting PRTC 2.1:</p> <p>Demonstrated experience, over a period of no more than twelve (12) consecutive months since January 2009, in the revision of 1,250,000 to 1,875,000 words: 50 points</p>

Number	Point-Rated Technical Criteria	Bid Preparation Instructions	Point Allocation
		<p>provided, i.e., from [month/year] to [month/year];</p> <p>iii. The number of words revised during the period specified in ii;</p> <p>iv. The name of the client for which the revision of translation work was provided, as well as the name and current telephone number and/or e-mail address of the client's representative who would be able to confirm the information provided by the Bidder.</p>	<p>Or</p> <p>Demonstrated experience, over a period of no more than twelve (12) consecutive months since January 2009, in the revision of 1,875,001 to 2,500,000 words: 75 points</p> <p>Or</p> <p>Demonstrated experience, over a period of no more than twelve (12) consecutive months since January 2009, in the revision of more than 2,500,000 words: 100 points</p> <p>Maximum points: 100</p>
PRTC 2.2	<p>Bidder's demonstrated experience of the three proposed revisers, over a period of no more than twelve (12) consecutive months since January 2009, in the revision of texts translated from English to French totalling at least 1,250,000 words in the following specialty: MIL 00 (Military - Institutional and general).</p>	<p>The Bidder must provide at least the following information for each proposed reviser's projects involving revision of translation work:</p> <p>i The specialty of the translation work that was revised;</p> <p>ii The subject of the translation work that was revised, and the source and target languages;</p> <p>iii The length of time over which the revision of translation work was provided, i.e. from [month/year] to [month/year];</p> <p>iv The number of words revised during the period specified in iii;</p> <p>v The name of the client for which the revision of translation work was provided, as well as the name and current telephone number and/or e-mail address of the client's representative who would be able to</p>	<p>Points will be awarded as follows for experience meeting PRTC 2.2:</p> <p>Demonstrated experience, over a period of no more than twelve (12) consecutive months since January 2009, in the revision of texts translated from English to French totalling between 1,250,000 and 2,500,000 words in the following specialty: MIL 00: 75 points</p> <p>Or</p> <p>Demonstrated experience, over a period of no more than twelve (12) consecutive months since January 2009, in the revision of texts translated from English to French totalling more than 2,500,000 words in the following specialty: MIL 00: 100 points</p> <p>Maximum points: 100</p>

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Client Ref. No. - N° de réf. du client
2000083184

Amd. No. - N° de la modif.
File No. - N° du dossier
503zfEN937-113184

Buyer ID - Id de l'acheteur
503zf
CCC No./N° CCC - FMS No./N° VME

Number	Point-Rated Technical Criteria	Bid Preparation Instructions	Point Allocation
		confirm the information provided by the Bidder.	

PART 5 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below. Bidders should provide the required certifications in Section III of their bid.

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

1. Certifications Precedent to Contract Award

The certifications included in Attachment 1 to Part 5, Certifications Precedent to Contract Award, should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

ATTACHMENT 1 TO PART 5

Certifications Precedent to Contract Award

1. Federal Contractors Program

1.1 Federal Contractors Program – \$200,000 or more

- 1.1.1 The Federal Contractors Program (PCF) 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. This is a condition precedent to contract award. If the Bidder is subject to the FCP or, if the Bidder is a joint venture and if any of the members of the joint venture is subject to the FCP, evidence of the commitment made by the Bidder or by each member of the joint venture who is subject to the FCP must be provided by the Bidder before the award of any contract resulting from the bid solicitation.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts 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 for a reason other than the reduction of their work force to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

- 1.1.2 If the Bidder or, if the Bidder is a joint venture, the member of the joint venture does not fall within the exceptions enumerated in 1.1.3 (a) or 1.1.3 (b) below, or does not have a valid certificate number confirming its adherence to the FCP, it must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
- 1.1.3. The Bidder, or, if the Bidder is a joint venture, the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. () is not subject to the FCP, having a work force of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. () is subject to the requirements of the FCP, having a work force of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more, in which case a duly signed certificate of commitment is attached;

d. () is subject to the FCP, has not been declared an ineligible contractor by HRSDC and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

1.2 Former Public Servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

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 up 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 public service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, 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 pursuant to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **YES () NO ()**

If so, the Bidder must provide the following information:

- (a) name of former public servant; and
- (b) date of termination of employment or retirement from the public service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES () NO ()**

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the GST or HST.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

1.3 Canadian Content Certification

1.3.1 SACC Manual Clause A3050T Canadian Content Definition

1.3.2 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

1.4 Status and Availability of Resources

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

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

1.5 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work

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history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the work described in the resulting contract.

PART 6 – RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

1.1 Task Authorization

1.1.1 Under the terms of the Contract, the work described in Annex A, Statement of Work, must be performed “as and when requested”.

1.1.2 With respect to the work referred to in paragraph 1.1.1 of this clause.

1.1.2 (a) An obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;

1.1.2 (b) The TA Authority and TA limit will be determined in accordance with paragraph 1.1.3 of this clause;

1.1.2 (c) The Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;

1.1.2 (d) The task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A;

1.1.2 (e) The TA, inclusive of any revisions, will be authorized under the Contract through use of the Task Authorization Form (Annex C). An authorized TA is a completed Annex C signed by the TA Authority.

1.1.3 TA Authority and Limit

1.1.3.1 The Project Authority may authorize individual TAs, inclusive of any revisions, up to a limit of \$60,000, GST or HST included. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor.

1.1.3.2 The authority specified under paragraph 1.1.3.1 of this clause is granted subject to the sum specified in the Contract under clause 6.2 Limitation of Expenditure – Cumulative Total of all Authorized TAs, not being exceeded.

1.1.4 Task Authorization Process

1.1.4.1 For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using the Task Authorization Form, Annex C, containing as a minimum:

1. The task or revised task description of the work required, including:
 - a. The details of the activities or revised activities to be performed;

- b. A schedule or revised schedule indicating submission dates for the deliverables;
- c. The estimated number of words and/or hours.

- 2. The contract basis (bases) of payment applicable to the task or revised task; and
- 3. The contract method(s) of payment applicable to the task or revised task.

1.1.4.2 Within one (1) hour of receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:

- 1. Written confirmation of the number of words and/or hours;
- 2. The total estimated cost proposed for performing the task or, as applicable, revised task.

1.1.4.3 Task Authorization

1.1.4.3.1 The TA Authority will authorize the AT on the basis of the following:

- 1. The request submitted to the Contractor pursuant to 1.1.4.1 above;
- 2. The Contractor's response received and submitted pursuant to paragraph 1.1.4.2 above;
- 3. The proposed total estimated cost for performing the task or, as applicable, revised task.

1.1.4.3.2 The authorized TA will be issued to the Contractor by e-mail, by fax, by courier or by hand.

1.1.5 Minimum Work Guarantee – All the Work – Authorized TAs

1.1.5.1 In this clause,

- a. "Maximum Contract Value" means the amount specified in clause 6.2 Limitation of Expenditure – Cumulative Total of All Approved TAs;
- b. "Minimum Contract Value" means 50% of the Maximum Contract Value.

1.1.5.2 Canada's obligation under the Contract is to request work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 1.1.5.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the contract term to perform the work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

1.1.5.3 In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the work requested.

1.1.5.4 Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

1.1.6 Periodic Usage Reports – Contracts with TAs

1.1.6.1 The Contractor must compile and maintain detailed and current data on its performance of work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.

1.1.6.2 No later than fifteen (15) calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MS Office Excel), the data elements specified in

paragraphs 1.1.6.3 and 1.1.6.4 below in the order they are presented. Where, at the end of a period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.

The reporting periods are defined as follows:

1st quarter: April 1 to June 30

2nd quarter: July 1 to September 30

3rd quarter: October 1 to December 31

4th quarter: January 1 to March 31

A sample MS Office Excel spreadsheet containing the data elements listed in paragraphs 1.1.6.3 and 1.1.6.4 below is provided in Annex D.

1.1.6.3 For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- a. Contract No.;
- b. the TA number appearing on the TA form;
- c. the task authorization date appearing on the TA form;
- d. the total estimated cost of the task (GST/HST extra) before any revisions appearing on the TA form;
- e. the following information appearing on the TA form must be included for each authorized revision, which must be presented in ascending order of assigned revision numbers (the first revision must be identified as No. 1, the second as No. 2, etc.):
 - i) the TA revision number;
 - ii) the date the revision to the task was authorized;
 - iii) the authorized increase or decrease (GST/HST extra);
 - iv) the total estimated cost of the task (GST/HST extra) after authorization of the revision;
- f. the total cost incurred for the task (as last revised, as applicable), GST/HST extra;
- g. the total cost incurred and billed for the task (as last revised, as applicable), GST/HST extra;
- h. the total GST/HST amount billed;
- i. the total amount paid, GST/HST included;
- j. the start and completion dates of the task (as last revised, as applicable); and
- k. the active status (i.e. the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).

1.1.6.4 For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- a. the amount (GST/HST extra) set out in the contract clause (as last amended, if applicable) Limitation of Expenditure – Cumulative Total of All Authorized TAs;
- b. the total cost incurred for all tasks (inclusive of any revisions), GST/HST extra;
- c. the total cost incurred and billed for all tasks (inclusive of any revisions), GST/HST extra;
- d. the total GST/HST amount billed for all tasks (inclusive of any revisions); and
- e. the total amount paid for all tasks (inclusive of any revisions), GST/HST included.

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

(<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2012-03-02), General Conditions – Higher Complexity – Services, apply to and form part of this contract.

Paragraph 12 (2)(a) 2035 is replaced by the following:

(a) the date, the name and address of the client department, the Task Authorization number under which the services are billed, item or reference numbers, deliverable and/or description of the work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN) and financial code(s);

3. Term of Contract

3.1 Period of the Contract

The period of the Contract is one year, from date of Contract award to _____ inclusive.

3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract for up to two (2) additional periods of one (1) year each 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 least thirty (30) calendar days before the contract expiry date. The option may be exercised by the Contracting Authority only and will be evidenced, for administrative purposes only, through a contract amendment.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Brigitte Gongga
 Title: Supply Officer
 Public Works and Government Services Canada
 Acquisitions Branch
 Professional Services Business Initiatives Directorate
 Address: Place du Portage, Phase III, Floor 10C1
 11 Laurier Street, Gatineau, Quebec
 K1A 0S5
 Telephone: 819-956-8165
 Facsimile: 819-956-2675
 E-mail address: brigitte.gonga@tpsgc-pwgsc.gc.ca

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

4.2 Project Authority

The Project Authority for the Contract is:

Name:

Title:

Public Works and Government Services Canada

Translation Bureau

Address:

Telephone:

Facsimile:

E-mail address:

(This information is provided in the resulting contract.)

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 be made only through a contract amendment issued by the Contracting Authority.

4.3 Contractor's Representative

(The Contractor's representative will be identified in the resulting contract.)

The Contractor's representative is responsible for all matters related to this contract.

5. Specific Person(s)

The Contractor must provide the services of the following persons to perform the work as stated in the Contract:

5.1 Co-ordinators

Primary co-ordinator :

Backup co-ordinator :

5.2 Revisers

Primary reviser :

Primary reviser :

Backup reviser:

(The Co-ordinators and Revisers will be identified in the resulting contract.)

6. Payment

6.1 Basis of Payment – Limitation of Expenditure – Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the work.

6.2 Canada's Total Liability

6.2.1 Limitation of Expenditure – Cumulative Total of all Authorized TAs

6.2.1.1 Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$_____. Customs duties are included, and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.2.1.2 No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

6.2.1.3 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 (4) months before the contract expiry date, or
- (c) as soon as the Contractor considers the sum inadequate for the completion of the work required and requested in all authorized TAs, inclusive of any revisions, the applicable basis of payment of which is limitation of expenditure (contract clause 6.1.1, TA Subject to a Limitation of Expenditure),

whichever comes first.

6.2.1.4 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.

6.3 Method of Payment – Authorized TA

The following method of payment will form part of the authorized TA:

For the work specified in an authorized TA, subject to a limitation of expenditure: monthly payment.

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

- (a) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) All such documents have been verified by Canada;
- (c) The work delivered has been accepted by Canada.

If more than one invoice is submitted during the month, sections 16 and 17 of General Conditions 2035 (Payment Period and Interest on Overdue Accounts) will not apply until receipt and verification of the last invoice of the month by Canada.

6.4 SACC Manual Clauses

A9117C (2007-11-30), T1204, Direct Request by Customer Department

6.5 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

6.6 Time Verification

C0711C (2008-05-12), Time Verification

7. Invoicing Instructions

7.1 The Contractor must submit invoices in accordance with the article of the General Conditions entitled Invoice Submission. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be accompanied by:

- a) a copy of the time sheets to corroborate the time claimed (hourly rate for the services paid by the hour);
- b) the task authorisation number or any modification thereof;
- c) the name and telephone number of the person to contact to obtain additional information about the invoice;
- d) the number of words and/or hours billed by type of service as described in the task authorisation, for each task authorisation.

7.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the contract clause entitled Authorities.

7.3 Additional Invoicing Instructions

The Contractor must submit an accurate and complete invoice on a monthly basis.

8. Certifications

8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the

Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8.2 SACC Manual Clauses

A3060C (2008-05-12), Canadian Content Certification

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in [_____], Canada.

10. Priority of Documents

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

- (a) The Articles of Agreement;
- (b) General Conditions 2035 (2012-03-02) – Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Task Authorization Form;
- (f) The signed Task Authorizations (including all annexes, if any); and
- (g) The Contractor's bid, dated _____.

11. Foreign Nationals

11.1 Foreign Nationals (Canadian Contractor)

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

11.2 Foreign Nationals (Foreign Contractor)

See SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor).

12. Insurance

See SACC Manual clause G1005C (2008-05-12), Insurance.

13. Period for Familiarization and Acquisition of Institutional Knowledge

13.1 First Three Months of the Contract

13.1.1 The work is subject to inspection and acceptance by the Project Authority.

13.1.2 During the initial three-month period, the Translation Bureau will systematically provide oral and written feedback to the Contractor on all texts to help the Contractor become familiar with the Translation Bureau's linguistic preferences and acquire the institutional knowledge required to perform the work.¹

¹ The Translation Bureau's linguistic preferences and the institutional knowledge required to perform the work are related to the specialties set out in Annex A (A3) and may be acquired through the work performed under the Contract or through reading of reference documents (see A.2.2 of Annex A) made available to the Contractor by the Translation Bureau.

13.1.3 Waiver: The Contractor may propose waiving the period for familiarization and acquisition of institutional knowledge if justification is provided. Canada reserves the right to accept or reject the Contractor's proposed waiver.

13.1.4 However, in the event of an unsatisfactory evaluation attributable to reasons other than the two identified above, the Minister may exercise his or her right to terminate the Contract in accordance with article 28 of the General Conditions – Higher Complexity – Services.

13.2 Starting With the Fourth Month of the Contract

13.2.1 The work is subject to inspection and acceptance by the Project Authority. The familiarization period and the provisions of 13.1.2 and 13.1.3 do not apply.

14. Liquidated Damages

If any part of the work is not to the satisfaction of Canada, without restricting any other right of Canada under the Contract, Canada may elect to use and pay for that part of the work that is satisfactory in accordance with the basis of payment.

For the part of the work that is not satisfactory Canada may, at its entire discretion, require correction or replacement of the work by another source, including in-house resources. In such a case, the Contractor will be required to pay Canada liquidated damages at the rate of \$81.00 per hour multiplied by the number of hours required to have the work corrected or replaced.

The total amount of the liquidated damages must not exceed the amount of the submitted invoice.

The Contractor agrees that the amount stated above is the best pre-estimate of the loss to Canada in the event of such failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.

15. SACC Manual Clauses

B2010C (2008-05-12), Unauthorized Codes

B4078C (2008-05-12), Performance of the Work

ANNEX A**STATEMENT OF WORK**

The provision of English to French translation services, on an as-and-when-requested basis, for the Translation Bureau's National Defence Headquarters Translation Unit. The Translation Bureau is an agency of PWGSC.

A1 BACKGROUND**A2 DOCUMENTS**

A2.1 Nature of Texts for Translation and Modification

A2.2 Reference Documents

A3 DEFINITIONS**A4 STATEMENT OF WORK**

A4.1 General Information

A4.2 Required Production Capacity

A4.3 Workload Management

A4.4 Software

A4.5 Equipment and Material

A4.6 Contractor's Team

A4.7 Quality Control

A4.8 Style and Linguistic Quality of Translations

A5 DELIVERY OF THE WORK

A5.1 Pickup and Delivery Process

A5.2 Number of Words or Hours

A5.3 Linguistic Quality and Terminological Consistency

A5.4 Format and Layout

A5.5 Quality Control Certification

A1 BACKGROUND

The Translation Bureau is an agency of PWGSC charged with supporting the Government of Canada in its efforts to provide services for, and communicate with, Canadians in the official language of their choice. The requirement is for the Translation Bureau's National Defence Headquarters Unit.

Although its own translators handle much of the demand internally, the Translation Bureau regularly relies on outsourcing to handle excess work.

A2 DOCUMENTS

A2.1 Nature of Texts for Translation and Modification

The texts to translate, of a general and specialized nature, relate to federal government activities and programs in the military field. They include, among other things, agendas and minutes of meetings and conferences, briefing notes, memorandums, reports, articles for Defence Department publications, PowerPoint presentations, training and instruction manuals, invitations to tender, statements of work, and documents destined for specific groups, such as public servants and military personnel.

The texts are generally between 2,000 and 20,000 words but may be as long as 100,000 words (manuals, directives and reports). The texts are written in an administrative style or, in cases such as speeches, in a more formal style. Annual needs in terms of document length are as follows: 10,000 words or less, approximately 70%; 10,001 to 20,000 words, approximately 25%; more than 20,000 words, approximately 5%.

In general, the texts will be in one or a combination of the four specialties listed below. Some documents, however, (that is, an entire document or a part thereof) may not fall within one of the four listed specialties. Should a text extend into another specialty in which the contractor is accredited with the Translation Bureau, the contractor must perform the work as per the conditions of the contract.

ADM 00 (Administration and Management - General)
ADM 10 (Administration and Management - Human resources management)
ADM 21 (Government contracts)
MIL 00 (Military - Institutional and general)

A2.2 Reference Documents

The contractor must exercise professional judgement when using reference documents and must use them according to the terms set out on each task authorization.

The contractor must comply with the Translation Bureau's terminological and linguistic requirements, which are set out in the following reference documents:

- a. *Le Guide du rédacteur* (2nd edition, 1996 version);
- b. The documentation package prepared by the National Defence Headquarters Translation Unit, containing terminology requirements, reference documents and sample translations;
- c. The list of terms extracted from Termicom;
- d. Any other reference document that the Translation Bureau gives the contractor.

The contractor may consult Translation Bureau documentation on-site. The necessary arrangements must be made beforehand, and the contractor's employees must be accompanied at all times.

A3 DEFINITIONS

- A3.a** Regular work: Translation work to be done from Monday to Friday, without exceeding the production capacity of 10,000 words per working day.
- A3.b** **ADM 00** - General: All administrative documents of a general nature.
- A3.c** **ADM 10** - Human resources management: All documents dealing with:
- i. Human resources:
 - a. recruitment, staffing, deployment
 - b. training, development
 - c. planning
 - d. evaluation
 - ii. labour relations
 - iii. employment benefits
 - iv. working conditions
- A3.d** **ADM 21** - Government contracts: All documents dealing with:
- v. government contracts
 - a. federal government goods or services
 - vi. contract administration:
 - a. requests for proposals
 - b. bid solicitations
 - c. suppliers (identification and selection)
 - d. the contract award process
 - vii. government procurement policies and strategies
- A3.e** **MIL 00** - Institutional and general: All documents of an institutional or general nature dealing with military activities and related topics.
- A3.f** **Institutional knowledge**: Vocabulary specific to the client organization and not generally used by other government departments or agencies or by other industries.
- A3.g** **Working day**: For the purposes of this contract, "working day" means the period from 8 a.m. to 5 p.m., Eastern Standard Time (EST) or Eastern Daylight Time (EDT), as appropriate, every day of the week from Monday to Friday, with the exception of federal statutory holidays in accordance with A3.h.
- A3.h** **Statutory holiday**: For the purposes of this contract, "statutory holiday" means New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, the first Monday in August, Labour Day, Thanksgiving, Remembrance Day, Christmas and Boxing Day.
- A3.i** **Word**: An unbroken series of characters, including numbers.

A4 STATEMENT OF WORK

A4.1 General Information

A4.1.a. The provision of English to French translation services, on an as-and-when-requested basis, for the Translation Bureau's National Defence Headquarters Translation Unit.

A4.1.b. The requirement, estimated at around 2,500,000 words per year, to translate from English into French, including around 100 hours of modifications, requires a production capacity of up to 10,000 words per working day in the specialties set out in paragraphs A3.b to A3.e.

A4.1.c. These volumes are estimates only and do not constitute a commitment on the part of Canada toward the contractor.

A4.2 Required Production Capacity

A4.2.a. Familiarization Period

In the first month of the three-month familiarization period, which starts on the date the contract is awarded, the contractor must provide translation services on an as-and-when-requested basis at a production rate of 5,000 words per working day, including pickup of the text for translation, quality control and delivery of the completed work. In the second month, the rate will increase to 7,000 words per working day, and, in the third month, the rate will increase to 9,000 words per working day, including pickup of the text for translation, quality control and delivery of the completed work. At the end of this familiarization period (no later than the beginning of the fourth month of the contract), clause A4.2b will apply.

A4.2.b. Daily Production Rate

The Contractor must provide translation services at a rate of up to 10,000 words per working day, including pickup of the text for translation, quality control and delivery of the completed work.

A4.3 Workload Management

A4.3.a. The Contractor shall translate texts required by the Project Authority at the rate set out in the Daily Production Rate clause.

A4.3.b. In the event of a dispute with respect to workload management, the priority and deadline (date and time) for an authorized Task Authorization sent to the contractor shall be at the sole discretion of the Project Authority.

A4.4 Software

The contractor must be able to use all the applications listed below at all times during the period of the contract.

The work must be done directly in the requested software (and version) on an IBM-compatible system.

Conversions will not be accepted in any form. Consequently, the contractor shall not convert from one type of system to another (for example, from a Macintosh to an IBM-compatible) or save texts in an earlier version of one of the applications requested.

The work must be submitted to the Project Authority in the following software packages :

Microsoft Office Suite 2003 (Word 2003, PowerPoint 2003, Excel 2003);
Microsoft Office Suite 2007 (Word 2007, PowerPoint 2007, Excel 2007);
WordPerfect X3;

Microsoft Office Visio 2007;

Adobe Acrobat 9.0

On the approved Task Authorization form, the Project Authority may ask that the documents be submitted in later versions of such software. The contractor agrees to obtain and to become familiar with, at its own expense and within two weeks of notice provided in writing by the Project Authority, any new application or version of an application as may be required.

The contractor must also have the WinZip compression application.

A4.5 Equipment and Material

The contractor must have a fax machine and high-speed Internet access for receiving and transmitting texts.

A4.6 Contractor's Team

The contractor must provide the services of the following individuals to perform the work:

A4.6.a. Co-ordinators

The contractor must provide the services of one primary co-ordinator and one backup co-ordinator as specified in the contract clause entitled Specific Person(s). The co-ordinators are responsible for administering translation requests received from the Project Authority. This involves timely delivery of the work in the requested format and all communications concerning the work. The co-ordinators must also manage the information relating to a single job and submit the information to the Project Authority.

A4.6.b. Revisers

The contractor must provide the services of two primary revisers and one backup reviser, as specified in the contract clause entitled Specific Person(s), in order to quality-control the translations before they are sent to the Project Authority. Quality control includes an in-depth comparison of the translation with the source text and correction of both the form and the substance of the translation.

Revisers must be translators certified in translation from English to French by a provincial or territorial professional association affiliated with the Canadian Translators, Terminologists and Interpreters Council (CTTIC). The contractor must provide a copy of the membership cards as proof of their certification, and Canada may perform the necessary verifications to ensure that the proposed individuals are members in good standing, in accordance with CTTIC certification criteria.

A4.6.c. Translators

The contractor must provide the services of a sufficient number of translators to produce the volume of work specified in section A2.1 and in paragraphs A4.2.a and A4.2.b respectively. The translations must be an exact rendering of the source text message in the target language. They must respect the spelling, grammar, syntax and usage of the target language, take the tone, style and terminology used by the author into consideration and ensure that the message is intelligible, which means clear, concise and tailored to the recipient.

A4.7 Quality Control

The contractor must quality-control all translations prior to delivery to the Project Authority. Quality control includes an in-depth comparison of the translation with the source text and correction of both the form and the substance of the translation. For each job, the contractor must return the approved Task Authorization form to the Project Authority, indicating in the relevant section the names of the co-ordinator and the reviser(s) who performed the quality control. All work performed must be dated and certified by the reviser(s) prior to delivery to the Project Authority.

A4.8 Style and Linguistic Quality of Translations

The work must be done to the satisfaction of the Project Authority. The work delivered must be ready for circulation or printing and must not require any intervention by the Project Authority. Each text must be quality-controlled by a reviser.

The style and level of language of the translations must be consistent with the nature of the documents for translation.

The contractor must follow the rules set out in *Le Guide du rédacteur* (2nd edition, 1996 version) or any other reference document provided by the Translation Bureau. On occasion, the Translation Bureau issues specific drafting rules; barring any notice to the contrary from the Project Authority, these rules take precedence over those set out in *Le Guide du rédacteur*. Any such change will be indicated in the approved Task Authorization.

A5 DELIVERY OF THE WORK

A5.1 Pickup and Delivery Process

The texts to be translated will normally be sent by the Project Authority to the contractor and the completed work returned to the Translation Bureau by e-mail. In the case of an unforeseen interruption of the electronic means, the Project Authority may require the contractor to have the work picked up from and/or hand-delivered to the address indicated below.

Public Works and Government Services Canada
Translation Bureau – NDHQ Unit
Ottawa (Ontario)
Canada
K1A 0S5

(Full address details will be provided upon contract award.)

The task authorization form accompanying all work to be done contains all the information necessary to carry out the task. The form also indicates where to deliver the text and the delivery method.

In respect of any work received by e-mail between 8 a.m. and 5 p.m. Eastern Standard Time (EST) or Eastern Daylight Time (EDT), as applicable, the contractor shall, within one hour of receiving the work, send the Project Authority acknowledgement of receipt at the e-mail address provided upon contract award. For any request received by the contractor after 5 p.m. EST or EDT, as applicable, the contractor must acknowledge receipt of the work by 9 a.m. the following working day. The contractor must have someone available at its office continuously between 8 a.m. and 5 p.m., EST or EDT, as applicable, every working day of the year to receive the work.

A5.2 Number of Words or Hours

A5.2.1 For the purposes of this section:

“Match” means a segment retrieved in whole or in large part (75% of it or more) from a translation memory.

“Word” means as an unbroken series of characters, including numbers.

“Repetition” or “redundancy” means the word-for-word recurrence of segments within a given text or group of texts. The first occurrence of each recurring segment is counted as a new segment requiring translation.

“Segment” means a string of words beginning at a capital letter and ending at a period or carriage return.

A5.2.2 The Project Authority notifies the contractor of the number of words or the number of hours. Any dispute about the number of words or the number of hours must be resolved prior to the start of the work. If the parties are unable to agree, the Project Authority will decide.

A5.2.3 Subject to A.5.2.7 below, the contractor will be paid at the rate per word set out in Annex B.

A5.2.4 When the document for translation is not provided in machine-readable form, the Project Authority provides the contractor with an estimate of the number of words. The contractor is paid according to the final word count of the target text (without applying a conversion factor to account for the difference between the English and French word counts). PDF files that cannot be converted fall into this category.

A5.2.5 When the document for translation is submitted in machine-readable form, the Project Authority will calculate the word count of the source text electronically using the same word processing software and version thereof in which the source text was submitted.

A5.2.6 When a text is pre-processed using a translation memory, the number of words to be translated by the contractor is weighted according to the match rate and the redundancy rate, as determined by the translation memory.

A5.2.6.1 In the files for translation, the match rate of segments is indicated as follows: mauve (100% match), green (75% to 99% match) and black (0 to 74%).

A5.2.6.2 The contractor shall be paid according to the weighted word count. The word count is weighted as follows:

A5.2.6.2.1 The total number of words in segments with a match rate of 100% (exact matches), including repetitions, is multiplied by 0.25.

A5.2.6.2.2 The total number of words in segments with a match rate of between 75% and 99% (fuzzy matches) is multiplied by 0.5.

A5.2.6.2.3 The total number of words in new segments (0 to 74%) remains as is.

Example: text of 10,553 words

	Word Count	Conversion Factor	Weighted Word Count for Billing Purposes
Segments with a match rate of 100%, including repetitions	4,646	0.25	1,162
Segments with a match rate of between 75% and 99%	4,749	0.5	2,375
New segments	1,158	None	1,158
TOTAL	10,553		4,695

A5.2.6.3 The contractor shall translate the new segments and review the exact and fuzzy matches to ensure that the translation proposed by the translation memory is accurate and that the style and level of language are appropriate.

A5.2.7 At the Project Authority's discretion, the contractor shall be paid at the hourly rate set out in Annex B in the following cases:

A5.2.7.1 The word count cannot be calculated using the word processing software in question (PDF files excepted).

A5.2.7.2 The available version of the text to be translated is difficult to decipher.

A5.2.7.3 The word count does not reflect the effort required; for example, where the work involves:

A5.2.7.3.1 Changes to a translation (for example, the insertion, removal, adaptation or revision of passages in a text that has been partially or completely translated but not pre-processed using a translation memory in accordance with A5.2.6 above);

A5.2.7.3.2 Images, graphics or other visual elements to be translated that require painstaking technical manipulations (complex graphics, images, etc.), bibliographies or dozens of hyperlinks, which require the wording and the underlying target address to be modified;

A5.2.7.3.3 Work subject to considerable restrictions, such as available space (for example, a maximum number of characters), sonority (for example, rhymes), and cultural references (for example, acrostics, word games, slogans).

A5.3 Linguistic Quality and Terminological Consistency

A5.3.1 The quality of the work delivered under the contract must meet the following specifications and must be completed to the satisfaction of the Project Authority. The contractor must:

A5.3.1.a Use an administrative style, unless instructed to do otherwise in the Task Authorization, use an appropriate level of language, and accurately render the message of the source text.

A5.3.1.b Ensure that standardized and consistent terminology is used when the work is done by more than one translator;

A5.3.1.c Deliver texts that comply with the following parameters:

- a. Accuracy (no shift in meaning, unwarranted omission, unwarranted addition, ambiguity, etc.)
- b. Language (syntax, usage, terminology, grammar, typography, etc.)
- c. Style and adaptation (clarity, conciseness, logic, adaptation to the end user, idiomatic rendering)
- d. Official titles and terminology (acronyms, client usage, consistency, etc.)
- e. Formatting (layout, format consistent with the original, hypertext links, consistency, etc.)

A5.3.1.d Deliver the work in the software, format, style and layout of the source document that is used by the Project Authority unless instructed to do otherwise in the Task Authorization. In addition, the following conditions must be adhered to:

- a. Pursuant to paragraph A4.4, no conversions will be accepted.
- b. The contractor must use virus detection and elimination systems and agree to take the necessary measures to ensure the delivery of its translations on electronic media or systems free of viruses.
- c. The contractor must not use unauthorized codes in texts, tables, etc.
- d. The contractor must return to the National Defence Headquarters Translation Unit any form of documentation supplied by the unit.

A5.4 Format and Layout

- A5.4.1.** The contractor must not apply any publicity or distinctive markings (stamps, inscriptions, business cards, stickers, notes, etc.) to the translations returned, in hard copy or electronic format, to the Translation Bureau, or to any source texts, previous translations, reference documentation, diskettes, etc. supplied by the Translation Bureau's National Defence Headquarters Translation Unit.
- A5.4.2.** The documents must not contain any handwritten corrections and must respect the format, pagination, layout and specific features of the source text so that the Project Authority can use the work as is.
- A5.4.3.** For any work interrupted or stopped by the Project Authority, the definitive word count or translation time corresponds to the final written version of the finished work.

ANNEX B**BASIS OF PAYMENT****A- Contract Period (from ____ to ____)**

During the contract period, the Contractor will be paid at the rate specified below and as outlined in the Statement of Work at clause A5.2 for work performed under the Contract.

A.1 All-Inclusive Rates

During the period of the Contract, the Contractor will be paid on the basis of the fixed all-inclusive rates per word and the fixed all-inclusive hourly rates specified below for work performed in accordance with the Contract:

Period	Category of Service	Rate
Initial contract period	Translation	\$(Fixed rate per word)
	Work billed by the hour	\$(Fixed hourly rate)

B- Option to Extend the Contract

This section applies only if the option to extend the Contract is exercised by Canada.

During the contract extension periods specified below, the Contractor will be paid in accordance with the fixed all-inclusive rates per word and the fixed all-inclusive hourly rates specified below and as outlined in the Statement of Work at clause A5.2 to perform all the work in relation to the contract extension period.

B.1 Contract extension period (from ____ to ____)

Period	Category of Service	Rate
1st option period	Translation	\$(Fixed rate per word)
	Work billed by the hour	\$(Fixed hourly rate)

B.2 Contract extension period (from ____ to ____)

Period	Category of Service	Rate
2nd option period	Translation	\$(Fixed rate per word)
	Work billed by the hour	\$(Fixed hourly rate)

C- Travel and Living Expenses

Canada will not accept any travel and living expenses for :

- a. Work to be performed in the National Capital Region (NCR). The National Capital Region is defined in the *National Capital Act*, R.S.C., 1985, c. N-4, s. 2, which is available on the Justice Web site at <http://laws.justice.gc.ca/en/N-4/>;
- b. Any travel between the Contractor's place of business and the NCR; and
- c. Relocation of resources required to satisfy the terms of the contract.

These expenses are included in the all-inclusive fixed rates set out in sections A.1, B.1 and B.2 above.

Solicitation No. - N° de l'invitation

EN937-113184/A

Amd. No. - N° de la modif.

File No. - N° du dossier

503zfEN937-113184

Buyer ID - Id de l'acheteur

503zf

CCC No./N° CCC - FMS No./N° VME

2000083184

ANNEX C

TASK AUTHORIZATION FORM

(See copy of TA form at end of document)

Solicitation No. - N° de l'invitation

EN937-113184/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

503zf

Client Ref. No. - N° de réf. du client

2000083184

File No. - N° du dossier

503zfEN937-113184

CCC No./N° CCC - FMS No./N° VME

ANNEX D

Sample MS Office Excel Spreadsheet for Periodic Usage Reports – Contracts With TAs

(See attached copy of MS Office Excel spreadsheet)



Translation
Bureau

Bureau de la
traduction

TASK AUTHORIZATION (TA) FORM

Task Authorization

Contract No.: EN937-113184

Request No.: _____

Contractor's Name:

Translation ☐

E-mail:

Modification ☐

Tel.:

Fax:

Sent to Contractor by:

Contractor's Deadline:

Fax: ☐ E-mail: ☐ FTP Site ☐

Entrust: ☐ Pickup: ☐

Date

Time

Date

Time

Document Name	Software	No. of Units	Deadline
1.			
2.			
3.			
4.			
5.			

Total No. of Units	Regular Rate	TA Limitation of Expenditure (Excluding GST/HST)
Words		\$0.00
Hours		\$0.00

Total No. of Units	Premium Rate	TA Limitation of Expenditure (Excluding GST/HST)
Words		\$0.00
Hours		\$0.00
TOTAL – TA Limitation of Expenditure (excluding GST/HST)		\$0.00

Specialty(ies) ADM 00 <input type="checkbox"/> ADM 10 <input type="checkbox"/> ADM 20 <input type="checkbox"/> ADM 21 <input type="checkbox"/> ADM 30 <input type="checkbox"/> MIL 00 <input type="checkbox"/> INF 00 <input type="checkbox"/>	Security Classification Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, specify: _____ Any protected texts (A or B) must be translated on the supplier's premises. No protected texts are to be assigned to third parties.	Reference Documents Yes <input type="checkbox"/> No <input type="checkbox"/>
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Resource person(s) – PWGSC UNIT

Name	Telephone/E-mail
1.	
2.	
3.	

Special Instructions

Format (including version of software to be used) and/or delivery method

Other:

Section to be Completed by Contractor

Contractor's Acknowledgment of the Work, Number of Units and Rates

The Contractor confirms:

receipt of the documents for translation: ☐ Yes ☐ No

that the number of units (words or hours) is: ☐ Correct ☐ Incorrect

that the rates are: ☐ Correct ☐ Incorrect

The Contractor believes that the changes indicated below should be made for the following document(s):

Documents	No. of Units	Rate
1		
2		
3		

Contractor's Certification of Work Quality

The Contractor certifies that the revisers indicated below have reviewed the work and are of the opinion that the target texts meet the quality criteria set out in clause "Linguistic Quality and Terminological Consistency" of the contract.

The Contractor also certifies that any Protected A or B file(s) was (were) translated on its premises.

Name: **Certification Number:**

Name: **Certification Number:**

Contractor's Authorized Signatory:

Date:

Summary of all Authorized TAs

Canada's Total Liability All TAs	Total Estimated Cost Authorized in all TAs, GST/HST extra	Total Cost Incurred, GST/HST extra - All TAs	Total Cost Invoiced, GST/HST extra - All TAs	Cumulative GST/HST Invoiced- All TAs	Total Amount Paid, GST/HST included - All TAs
\$700,000.00	\$42,000.00	\$16,695.60	\$15,395.60	\$769.78	\$11,540.20