

**PROVISION OF TRANSLATION SERVICES TO
THE CANADIAN HUMAN RIGHTS COMMISSION**

Request for Proposal

Solicitation / Requisition No. P1400256

Canadian Human Rights Commission
January 6th, 2014

Contracting Authority
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Please advise the Contracting Authority if any accommodation measures are necessary in order to enable you to participate in this RFP process.

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GENERAL INFORMATION

1. PROJECT SUMMARY

1.1 In order to facilitate the fulfillment of its obligations in relation to the communication of human rights issues and matters of importance to the well-being of Canadians, and in accordance with the provisions of the Official Languages Act, the Commission requires professional translation services from English to French and French to English and other related services.

1.2 The Contractor will provide translation services from English to French and French to English on an “as and when requested” basis that will be authorized through a Request For Translation Form. The Contractor will also provide services such as comparative editing, source text editing as and when required.

1.3 It is anticipated that a maximum of four (4) Translation Contracts will be issued pursuant to this Request for Proposal (RFP) under two (2) separate Work Streams: Up to two (2) Contracts for Work Stream A and up to two (2) Contracts under Work Stream B. Under **Work Stream A** Proposers are invited to bid on a work package with no Security Requirement. Under **Work Stream B** Proposers are invited to bid on a work package with a Security Requirement. Proposers can bid on either **Work Stream A** or **Work Stream B** or both **Work Stream A** and **Work Stream B**. **In the event that a Proposer is awarded a Contract under Work Stream A and Work Stream B, the Proposer, should they chose to accept both Contracts, must have the capacity to fulfill the requirement. The Proposers must certify that they can take on this volume of work in Appendix E.**

Work Streams are:

A) General governmental documentation: such as but not limited to, administrative guidelines, briefing materials, meeting minutes, financial analysis and reports, human resources materials, PowerPoint presentations, policies, strategies, studies, guides, and pamphlets, concerning judicial information.

B) Classified documentation up to and including Protected B: such as but not limited to, briefing notes, memos, submissions, reports, proceedings and protected information relating to complaints.

As stated above up to 4 Contracts may be awarded. Up to 2 Contracts under each Work Stream

Work Streams	Number of Contracts
Work Stream A : English to French and French to English translation of general governmental documentation	Up to 2 Contracts
Work Stream B : English to French and French to English translation of classified documentation up to and including Protected B	Up to 2 Contracts

2. SECURITY REQUIREMENTS

2.1 There is a Security Requirement for Work Stream B associated with this requirement. Refer to Part 3 (Resulting Contract Terms and Conditions), Article 20 (Security Requirement for Canadian Supplier: File No. P1400256 and Appendix F (Security Requirements Checklist) herein for additional information. Security must be valid at bid closing and throughout the validity of any resulting Contract(s). The Canadian Human Rights Commission will not issue any security clearances.

3. INTERPRETATION

In the RFP,

3.1 “Canada”, “Crown”, “Her Majesty”, “the Government”, or “Canadian Human Rights Commission”, “Commission” or “CHRC” means Her Majesty the Queen in Right of Canada.

3.2 “Contract” or “Resulting Contract” means the written agreement between the Canadian Human Rights Commission and a Contractor, comprising the General Conditions and any supplemental general conditions specified in this RFP, and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;

3.3 “Contracting Authority or authorized representative” means the CHRC official, identified in Article 28 of Part 3 of this RFP, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned CHRC official;

3.4 “Contractor” means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract;

3.5 “Prime Contract” means the Contract awarded to the Proposer ranked in first place in the competitive process of this RFP;

3.6 “Prime Contractor” means the person or entity whose name appears on the signature page of the Prime Contract and who is to supply goods or services to Canada under the Prime Contract;

3.7 “Project Authority or authorized representative” means the CHRC official, identified in Article 29 of Part 3 of this RFP, responsible for all matters concerning (a) the technical content of the Work under the Contract; (b) any proposed changes to the scope of the Work, Approving urgent requests, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority; (c) assessment and acceptance of all Work performed as detailed in the Request For Translation Form, and; review and acceptance of all invoices submitted;

3.8 “Identified Users” individuals within the CHRC that are authorized to request services;

3.9 “Proposal” means an offer, submitted in response to a request from the Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;

3.10 “Proposer” means a person or entity submitting a Proposal in response to this RFP;

3.11 “Request For Translation Form” means the document used by the Project Authority and the Identified Users to request all translations and all changes to texts already translated, including all the required detail for the performance of the Work. The Request For Translation Form is used in place of a call-up or a Task Authorization for an “as and when requested” type Contract;

3.12 “Second (2nd) Contract” means the Contract awarded to the Proposer ranked in second place in the competitive process resulting from this RFP;

3.13 “Second (2nd) Contractor” means the person or entity whose name appears on the signature page of the Second (2nd) Contract and who is to supply goods or services to Canada under the Second (2nd) Contract;

3.14 “Work Stream A” means the work package with no security requirement, and

3.15 “Work Stream B” means the work package with a security requirement.

PART 1: PROPOSER INSTRUCTIONS, INFORMATION AND CONDITIONS

4. CONTRACTUAL CAPACITY

4.1 The Proposer must have the legal capacity to enter into legally binding Contracts. If the Proposer is a sole proprietorship, a partnership or a corporate body, the Proposer shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business and the country where the controlling interest/ownership of the organization is located, as per Appendix E of this RFP.

5. ACCEPTANCE OF TERMS AND CONDITIONS

5.1 The CHRC will only consider Proposals which accept CHRC's terms and conditions.

5.2 The General Conditions specified and those set out in Part 3 of this RFP shall form part of any Resulting Contract.

6. INCURRING COST

6.1 The cost to prepare the Proposal will not be reimbursed by the CHRC.

6.2 No cost incurred before receipt of a signed Contract or specified written authorization from the Contracting Authority can be charged to any Resulting Contract.

7. ENQUIRIES - SOLICITATION STAGE

7.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named below.

7.2 Enquiries and issues must be received by the Contracting Authority no later than five (5) calendar days prior to the solicitation closing date specified herein to allow sufficient time to provide a response. It is possible that enquiries or issues received after that time may not be answered prior to the solicitation closing date.

7.3 To ensure consistency and quality of information provided to Proposers, the Contracting Authority will provide, through Buyandsell.gc.ca, simultaneously to all Proposers any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

7.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named below. Non-compliance with this condition during the Proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.

7.5 Meetings will not be held with individual Proposers prior to the closing date/time of this RFP.

7.6 Contracting Authority

Canadian Human Rights Commission
Corporate Management Branch
344 Slater
Ottawa, Ontario, K1A 1E1
Attention: Jerome Collette
Telephone: 613-943-9054

Facsimile: 613-943-9542

E-mail: jerome.collette@chrc-ccdp.gc.ca

8. RIGHTS OF CANADA

8.1 Canada reserves the right to:

- a. accept any Proposal in whole or in part, without prior negotiation;
- b. reject any or all Proposals received in response to this RFP;
- c. cancel and/or re-issue this RFP at any time;
- d. ask the Proposer to substantiate any claim made in the Proposal;
- e. enter into negotiations with one or more Proposers on any or all aspects of their Proposal;
- f. award one or more Contracts;
- g. retain all Proposals submitted in response to this RFP.

9. SOLE PROPOSAL - PRICE SUPPORT

9.1 In the event that your Proposal is the sole Proposal received, Government Contract Regulations require that price support be submitted in conjunction with the Proposal. Acceptable price support is one or more of the following:

- a. most recent published price list indicating the percentage discount available to the Canadian Human Rights Commission;
- b. paid invoices for like services (comparable quality and quantity) sold to other customers;
- c. price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, general and administrative overhead, transportation, profit, etc.

10. MANDATORY CLAUSES

10.1 Where the words “must”, “shall” or “will” appear in this RFP, the clause is to be considered as a mandatory requirement.

PART 2: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

11. APPLICABLE LAWS

11.1 The Contract shall be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario.

11.2 Proposers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their Proposal, by deleting the Canadian province specified in the previous paragraph and inserting the Canadian province or territory of their choice. If no change is made, the Proposers acknowledge the applicable law specified is acceptable to them.

12. SUBMISSION OF PROPOSAL

Notice: Proposals submitted by facsimile or other electronic means will not be accepted.

12.1 Due to the nature of this RFP, electronic transmission of Proposals by such means as electronic mail or facsimile to CHRC is not considered to be practical, therefore, will not be accepted.

12.2 The Proposals MUST be delivered to and received by the Bid receiving unit no later than, February 17th 2014, at 2:00 P.M. EST, at the following location, and the outside of the envelope containing the Proposals must include the following address, RFP number and contact name:

Canadian Human Rights Commission
Bid Receipt Office
Attn: Jerome Collette
RFP: P1400256
344 Slater Street, 8th floor
Mailroom
Ottawa, Ontario
K1A 1E1

12.3 The Proposer must also ensure that its name, return address, "solicitation No. P1400256" and closing date appear legibly on the outside of the envelopes containing the technical and financial Proposals.

12.4 Proposers who plan in-person delivery of Proposals should note that the bid receiving unit is open from 08:30 a.m. to 4:30 p.m..

12.5 Proposals submitted in response to this RFP will not be returned.

13. PROPOSAL PREPARATION INSTRUCTIONS

13.1 The Proposal for either Work Stream A and/or Work Stream B must be prepared in two SEPARATELY BOUND sections and inserted in two (2) separate envelopes as follows:

ENVELOPE No. 1

Section 1 - Technical Proposal
and attachments (with no reference to price)
Section 3 - Certification Requirements
(Appendix E)
Section 4 – Employee/Sub-Contractor Template
(Appendix G)

ENVELOPE No. 2

Section 2 - Financial Proposal

13.2 The Technical Proposal and appendices must be submitted in **four (4) hard copies**; the Financial Proposal in **one (1) hard copies**; the Certification Requirement (Appendix E) in **two (2) hard copies**; Employee/Sub-Contractor Template (Appendix G) in **two (2) hard copies**. The Proposer may submit a Proposal in either official language.

13.3 Each copy of the Proposal will identify the Work Stream that the Proposer is bidding on. Either Work Stream A or Work Stream B.

The Proposers can bid on either Work Stream. Proposers who chose to submit a bid for multiple Work Streams must submit separate Proposals for each Work Stream. Section 49 in Appendix C (Rated Requirements) outlines how the documents should be submitted and how the marks will be scored for each Work Stream.

13.4 It is requested that Proposals follow the format and instructions as detailed below:

- a. use 8 ½ x 11 inch bond paper;
- b. use a numbering system corresponding to that of the RFP and Statement of Work. All references to descriptive materials are to be included in the Proposer's Technical Proposal.

13.5 Each copy of the Proposal will include the Proposer's legal entity name, the name of the authorized representative of the Proposer, address, telephone number, facsimile number, e-mail address, Request for Proposal Number and the Work Stream(s) for which they wish to be considered.

13.6 It is the responsibility of the Proposer to obtain clarification of the requirements contained herein, if necessary prior to submitting a Proposal.

13.7 It is essential that the elements contained in a Proposal be stated in a clear and concise manner. Failure to provide complete information as requested will be to the Proposer's disadvantage.

13.8 Words such as "Understood", "Assumption", or the like are inadmissible and may result in the Proposal being considered non-responsive.

13.9 The Proposal must be properly completed and **signed** by the Proposer or by an authorized representative of the Proposer. The Proposer's signature indicates acceptance of the terms and conditions governing the Resulting Contract as stated herein. No modification nor other terms and conditions included in the Proposer's Proposals will be applicable to the Resulting Contract notwithstanding the fact that the Proposer's Proposals may become part of the Resulting Contract.

13.10 In the event of a Proposal submitted by a Contractual joint venture, the Proposal shall be signed by either all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. The following will be completed if applicable:

- a. The Proposer represents that the bidding entity **is/is not** (delete as applicable) a joint venture in accordance with the definition in paragraph c below.

b. A Proposer that is a joint venture represents the following additional information:

(1) Type of joint venture (mark applicable choice):

- incorporated joint venture
- limited partnership joint venture
- partnership joint venture
- Contractual joint venture
- other

(2) Composition: (names and addresses of all members of the joint venture)

c. Definition of joint venture

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

- (1) the incorporated joint venture;
- (2) the partnership venture;
- (3) the Contractual joint venture where the parties combine their resources in furtherance of a single business enterprise without actual partnership or corporate designation.

d. The joint venture team arrangement is to be distinguished from other types of Contractor arrangements, such as

- (1) prime Contractor arrangement, in which, for example, the purchasing agency Contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally sub-contracted;
- (2) associated Contractor arrangement, in which, for example, the purchasing agency Contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate Contract for this purpose.

e. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.

14. PREPARATION OF TECHNICAL PROPOSAL (Section 1)

14.1 The format of the Technical Proposal should mirror the format of this Section. The Proposer will provide an introductory section providing, at a minimum, the following:

- a. The covering letter of the Proposal signed by the Proposer or an authorized representative of the Proposer;
- b. A statement by the Proposer that he/she has read, understood, and will comply with every clause, term and condition of the RFP (alternatively, the Proposer may provide a clause-by-clause compliance matrix, reflecting the same);
- c. A confidentiality statement, if applicable;
- d. The name and contact information of the Proposer's representative who may be contacted for clarification of Proposal details; and
- e. The Work Stream the Proposer is bidding on. Either Work Stream A or Work Stream B.

15. PREPARATION OF FINANCIAL PROPOSAL (Section 2)

- 15.1 Price quotes shall not appear in any other area of the Proposal except in the Financial Proposal
- 15.2 The format of the Financial Proposal should mirror the format of this Section.
The Proposer will provide an introductory section providing, at a minimum, the following
 - A. The covering letter of the Proposal signed by the Proposer or an authorized representative of the Proposer;
 - B. A statement by the Proposer that he/she has read, understood, and will comply with every clause, term and condition of the RFP (alternatively, the Proposer may provide a clause-by-clause compliance matrix, reflecting the same);
 - C. A confidentiality statement, if applicable
 - D. The name and contact information of the Proposer’s representative who may be contacted for clarification of Proposal details; and
 - E. The Work Stream the Proposer is bidding on. Either Work Stream A or Work Stream B.
- 15.3 The Proposer will provide the rates for the following periods

Table of Proposed Rates for translation services

	Regular Rates	Urgent Rates
Contract period		
a. Initial Contract - one (1) year from award of Contract	\$/per-word	\$/per-word
b. Option to extend for one (1) additional one-year (1) period	\$/per-word	\$/per-word
c. Option to extend for one (1) additional one-year (1) period	\$/per-word	\$/per-word

Table of proposed rates for source text editing and comparative services

Contract period	Regular rate
a. Initial Contract - one (1) year from award of Contract	\$/per-hour
b. Option to extend for one (1) additional one-year (1) period	\$/per-hour
c. Option to extend for one (1) additional one-year (1) period	\$/per-hour

- 15.4 If the Contractor is submitting a Proposal for Work Stream A and Work Stream B, one (1) financial table must be prepared for **each** of the Streams your firm is bidding on.
- 15.5 In this RFP,
- a. a **normal work week** means five (5) days a week consisting of Monday to Friday;
 - b. a **normal working day** means a day of 7.5 working hours during a normal work week;
 - c. **normal business hours** means from 7:00 a.m. to 5:00 p.m. during a normal working day;
 - d. **regular rate** means a rate that will be paid for a translation that must be done within the normal business hours;
 - e. **urgent rate** means a rate that will be paid for a translation that must be done outside normal business hours or when a request exceeds reasonable daily production volumes during the regular work period. IN ALL CASES, the urgent rate for a translation will only be authorized if the Project Authority has given prior written approval;
 - f. **modifications to texts already translated** means that regardless of whether the original text was translated by the Contractor or another supplier, the Contractor will have to compare the new version with the original text to identify the modifications, and then translate them. The Contractor shall clearly indicate the modifications to the Project Authority or the Identified User;
 - g. **rates** means fixed charges on a per-word basis. The rates will be submitted in Canadian funds, and will include the labor rate, travel expenses from the Proposer's business offices to CHRC site located in the National Capital Region, all other overhead costs, any cost related to administrative and clerical support, supplies and equipment, all costs associated with required services, namely word processing, reporting, photocopying and printing, costs related to receiving and sending documents (All costs associated with using Entrust PKI from the gc.ca domain, messenger service, postal service, facsimile, Internet, telephone service) and all other related costs necessary to accomplish the tasks, as well as costs of all deliverables FAB destination, Canadian custom duties and excise tax (if applicable) and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) extra.

15.6 Extension option

The fixed per-word rates and fixed hourly rates quoted in Section 15.3 A and B above will be in effect if the CHRC exercises its extension options for two (2) additional one-year (1) periods, in accordance with the stipulated terms and conditions.

Refer to Part 3 (Resulting Contract Terms and Conditions) of this RFP for further details.

16. BUDGET LIMITATION AND ALLOCATION

- 16.1 The funds allocated represent the combined total dollar value of all four (4) Contracts under Work Stream A and Work Stream B combined. They shall not exceed \$400,000 (GST and HST excluded) for the initial period of the Contract (one (1) year from the date of Contract award) and for the extension periods of one (1) year each. Each Contract will have varying values depending on ranking and the global total shall not exceed

the combined aforementioned dollar value. The anticipated division of funds by Contract is shown in Appendix D.

17. CERTIFICATION REQUIREMENTS (Section 3 and 4)

- 17.1 Appendix G and the certifications attached in Appendix E must be submitted with the Technical Proposal.
- 17.2 The Proposer acknowledges and agrees that Canada reserves the right to verify any information provided in the certifications and if it is determined by Canada that any of the certifications submitted by the Proposer are untrue, whether made knowingly or unknowingly, or any failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information, will render the Proposal non-responsive.

18. EVALUATION PROCEDURES

- 18.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in Appendix C. Proposals received will be compared separately against the evaluation criteria identified therein for the total requirement described in this RFP and in conjunction with the accompanying Statement of Work (Appendix A).
- 18.2 A list of qualified Proposers will be prepared. A maximum of four (4) Proposers will be selected.
- 18.3 An evaluation team composed of representatives of CHRC employees will evaluate the Proposals on behalf of Canada.
- 18.4 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:
- a. seek clarification or verify any or all information provided by the Proposer with respect to this RFP, at the sole costs of the Proposer;
 - b. contact any or all of the references supplied and to interview, at the sole costs of the Proposer, the Proposer and/or any or all of the resources proposed by the Proposer to fulfill the requirement, at the CHRC or by teleconference, on 48 hours notice, to verify or validate any information or data submitted by the Proposer.

19. REQUEST FOR PROPOSAL AMENDMENT(S)

- 19.1 Any modifications to this RFP will be made through an amendment and will be posted on Buyandsell.gc.ca.

PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Note: Upon a Contract being awarded pursuant to RFP No. P1400256, the following Terms and Conditions shall form part of the Resulting Contract.

20. SECURITY REQUIREMENTS FOR CANADIAN SUPPLIER: FILE WORK STREAM B

20.1 The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved: Document Safeguarding at the level of PROTECTED B.

20.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

20.3 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.

20.4 Sub-Contracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

20.5 The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Appendix F;
- (b) Industrial Security Manual (Latest Edition)

20.6 The Proposer must complete the security component of Appendix G ONLY FOR WORK STREAM B.

20.7 Security clearances must be valid upon bid submission and throughout the validity of the Contract, and any exercised options periods.

21. GENERAL CONDITIONS

21.1 The general terms, conditions and clauses identified below by title, number and date, are hereby incorporated by reference into and form part of this Contract, as though expressly set out herein, subject to any other express terms and conditions herein contained.

2013-06-27	2035 General Conditions - Higher Complexity - Services
2008-05-12	G1005C Insurance
2006-06-16	A2000C Foreign Nationals (Canadian Contractor)
2010-08-16	4007 Canada to Own Intellectual Property Rights in Foreground Information

22. REQUIREMENT

22.1 Translation services are required for an estimated volume of 500,000 words per year under each Work Stream. The services of the Contractors will be provided on an "as required" basis up to the total value of each of the Contracts.

- 22.2 The Contractor shall maintain, for the duration of the Contract, a designated single point of contact, hereafter referred to as a Contractor Representative, dedicated to managing the Contract.

23. CONTRACT FOR TRANSLATION WORK ON AN “AS AND WHEN REQUESTED” BASIS

- 23.1 In this clause,

“Maximum Contract Value” means the amount specified in the Limitation of Expenditure - Contract clause set out in Article 35 below;

- 23.2 Under the terms of the Contract, the Contractor shall provide to Canada the Work described in the Contract “as and when requested” by Canada during the period of the Contract. Canada’s maximum liability for Work performed under the Contract shall not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contract Authority.

- 23.3 The services provided and deliverables shall be in accordance with the applicable Request For Translation Form issued by the Project Authority and the Statement of Work attached as Appendix A.

- 23.4 Canada shall have no obligation to the Contractor under this clause in the event that the Minister terminates the Contract in whole or in part for default.

- 23.5 The security requirements specified in any given Request For Translation Form must be respected by the Contractor.

- 23.6 “Minimum Contract Value” 1.0% of the Initial Contract Value

- 23.7 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 23.8. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period 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.

- 23.8 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 total cost of the Work requested.

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

24. TRANSLATION AUTHORIZATION PROCESS

- 24.1 All requests for translation will be authorized by the Project Authority or the Identified Users.

- 24.2 A Request For Translation Form will provide as a minimum the following information:

- a. the Request For Translation Form Number;
- b. the Contract number;
- c. the title of the document;
- d. the contact person at CHRC;
- e. the services required;
- f. the language in which the services are required;
- g. the type of document/Project;

- h. the number of words;
 - i. the delivery time.
- 24.3 All the Request For Translation Forms and documents to be translated will be sent electronically to the Contractor
- 24.4 The Contractor shall not perform any Work not duly authorized by the Project Authority or the Identified User. The Contractor acknowledges and agrees that any and all Work performed in the absence of the aforementioned approved Request For Translation Form will be done at the Contractor's own risk and Canada shall not be liable for payment thereof, unless or until an approved Request For Translation Form is provided by the Identified User or the Project Authority.

25. ASSIGNMENT OF THE PROPOSED TRANSLATION WORK

- 25.1 Allocation of the Work to the Contractor via a Request For Translation Form.
- 25.2 Subject to Article 35 (Limitations of Expenditure - Contract), the Project Authority, or authorized representative, will call upon a Contractor on an "as and when requested basis" throughout the validity of any resulting Contract to perform services specified in Appendix A.
- 25.3 If the selected Contractor is unable or unwilling to provide the work within the scope of the Request For Translation Form, the other qualified Contractor under a given Work Stream will be called upon.
- 25.4 Without prejudice to any of Canada's other rights, remedies or recourses pursuant to the terms of this Contract, in the event that any of the selected Contractors does not perform any Work during thirty (30) consecutive calendar days, by reason of that Contractor's refusing, without reasonable justification, then Canada may terminate this Contract by reason of the Contractor's default, by means of a written notice sent to the Contractor.
- 25.5 Without prejudice to any of Canada's other rights, remedies or recourses pursuant to the terms of this Contract, if any of the selected Contractors refuses to meet or fails to meet the quality requirements set out in Appendix A for any Work falling within the scope of a Request For Translation Form, after receiving three (2) written notices from the Project Authority explaining the quality deficiencies, the Contract may be terminated by Canada by reason of the Contractor's default, by means of a written notice sent to the Contractor.
- 25.6 In the event that this Contract is suspended or is terminated, by reason of the Contractor's default or otherwise, pursuant to these Terms and Conditions or Appendix A hereof, or in the event that Canada's total liability under this Contract pursuant to paragraph 35.1 hereof has been reached during the term of the Contract, then future Work will be performed by the remaining Contractor who was awarded a Contract pursuant to RFP P1400256, until such time as the limitation of expenditure under the Contract has been reached.
- 25.7 The Contractor shall provide translation services outside of normal business hours as required by the Project Authority. The Contractor acknowledges that failure to provide such services as and when required on more than two occasions shall permit the Minister to terminate the Contract for fault in accordance with the terms and conditions.

26. CONTRACT PERIOD

- 26.1 The Contract term shall be for a period of one (1) year, beginning at the date of signature. CHRC holds an option to extend the Contract for two (2) additional one-year (1) periods, in accordance with Article 27 (below).
- 26.2 All Work performed under a Request For Translation Form must be completed and accepted by the Project Authority or Identified User on or before the expiry date of the Contract.

27. OPTION TO EXTEND CONTRACT

- 27.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by a period of two (2) additional one-year (1) periods. Canada may exercise this option at any time by sending a notice to the Contractor prior to the Contract expiry date.
- 27.2 The Contractor agrees that, during the extended period of the Contract resulting from Canada's exercise of its option, the rates/prices will be in accordance with the provisions of the Contract. Canada's total liability under this Contract, as set out in Article 35, shall not increase, notwithstanding any exercise by Canada of its option as described in this Article 27.
- 27.3 The option may only be exercised by the Contracting Authority, and will be evidenced for administration purposes only, through a written Contract amendment.

28. CONTRACTING AUTHORITY

- 28.1 The Contracting Authority is

Jerome Collette
Canadian Human Rights Commission
Corporate Management Branch
344 Slater
Ottawa, Ontario, K1A 1E1
Telephone: 613-943-9054
Facsimile: 613-943-9542
E-mail: jerome.collette@chrc-ccdp.gc.ca

- 28.2 The Contracting Authority or authorized representative is responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

29. PROJECT AUTHORITY

- 29.1 The Project Authority for the Contract is:

To be determined at Contract award

- 29.2 All Work carried out under the Request For Translation Form is to be performed to the satisfaction of the Project Authority or authorized representative in accordance with the terms and conditions of the Contract and Request For Translation Form. Should the Work or any portions thereof not be satisfactory, the Project Authority reserves the right to reject it, in part or in its entirety, and to require its correction before recommending payment.
- 29.3 The Project Authority, or authorized representative, is responsible for:
- A. all matters concerning the technical content of the Work under the Contract;
 - B. defining any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority;
 - C. assessment and acceptance of all Work performed as detailed in the Request For Translation Form; and
 - D. review and acceptance of all invoices submitted.

30. CONTRACTOR REPRESENTATIVE

30.1 The Contractor Representative shall be responsible for the following:

- A. managing, overall, the Contract;
- B. ensuring that Contracts are administered in accordance with the terms and conditions of the Contract;
- C. acting as a single point of contact to resolve any Contractual disputes that may arise. The Proposer must stipulate that the Contract Representative has direct access to the level of management within the Contractor's organization vested with the decision-making Authority for Contractual matters;
- D. being established as the only recognized individual from the Contractor's organization to speak on behalf of the Contractor for purposes of Contract management;
- E. monitoring all employees/Sub-Contractors that are providing services/deliverables in accordance with the Request For Translation Form;
- F. liaising with the Project Authority on all matters concerning technical aspects of the Work and performance of its employees and Sub-Contractors; and
- G. managing the transfer of pending work for a specific request for translation to a new translator.

30.2 The Contractor Representative will be responsible for responding to the Request For Translation Form issued by the Project Authority or the Identified User and maintaining services as required within the scope of the Contract as outlined in Appendix A (Statement of Work).

31. PRIORITY OF DOCUMENTS

31.1 The documents specified below form part of and are incorporated into the Contract. If there is a discrepancy between the wording of any documents which appear on the list, the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

- a. These Terms and Conditions;
- b. The Statement of Work, Appendix A hereof;
- c. Basis of Payment, Appendix B hereof;
- d. Certification Requirements, Appendix E;
- e. Request for Proposal No. P1400256
- f. Contractor's Proposal.

32. SECURITY OF THE WORK (APPLIES TO WORK STREAM B)

32.1 The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved: Document Safeguarding at the level of PROTECTED B.

32.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

32.3 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.

32.4 Sub-Contracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

32.5 The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Appendix F;
- (b) Industrial Security Manual (Latest Edition)

33. BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

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

Pursuant to section 6.4 of the Treasury Board Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts, Canada has opted to own the intellectual property rights in any Material subject to copyright that is created or developed as part of the Work, with the exception of computer software or any documentation pertaining to such software.

34. REPLACEMENT OF PERSONNEL

In addition to the general conditions, the following will be applicable:

- a. The Contractor will provide services of the personnel and **Sub-Contractors** named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.
- b. Should the Contractor at any time be unable to provide services, it shall be responsible at its costs, and given five (5) working days notice by the Project Authority, for providing replacement persons who shall be of similar skills and experience as stated in Appendix C, 48 Mandatory Requirement of the RFP No. P1400256 and who must be acceptable to the Project Authority. The Contractor shall submit, in writing to the Project Authority, the reasons for the removal of the named personnel from the Work, the name of the proposed replacement person, and the qualifications and experience of the proposed replacement person. The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.
- c. Personnel and **Sub-Contractors** assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority, the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.
- d. The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individual can be replaced within three (3) working days by a person of like abilities and qualifications.
- e. The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the work plan. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the RFP No.P1400256.
- f. Under no circumstances, shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources, **Sub-Contractors** or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

35. LIMITATION OF EXPENDITURE – CONTRACT

- 35.1 Canada's total liability under any resulting Contract(s) shall not exceed an amount equal to \$400,000.00, including Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (**the amount will be specified when the Contract is awarded**). Canada's total liability under this Contract shall apply regardless of whether the Contract's term is the initial one (1) year period or whether Canada exercises its option to extend the Contract for 2 additional periods of one (1) year pursuant to Article 27.
- 35.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work. The Contractor shall not be obliged to perform any Work or provide any services that would cause the total liability of Canada to be exceeded, unless an increase is authorized in writing by the Contracting Authority. The Contractor shall notify the Contracting Authority:
- a. when funds are 75 percent committed;
 - b. four (4) months prior to the then-current Contract expiry date;
 - c. if the Contractor considers that the funds provided are inadequate for the completion of the Work, whichever comes first.
- 35.3 In the event that the notification refers to inadequate funds, the Contractor shall provide to the Contracting Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability under this Contract.
- 35.4 In the event that the Contractor is requested to perform Work pursuant to a Request For Translation Form, and that the unused liability of Canada under the Contract is less than the value of the Work requested, the Contract may be amended through a formal Contract amendment issued by the Contract Authority. After completion of the Work under that Request for Translation, the Work under any further Request For Translation Forms will be performed by the other Contractor selected pursuant to RFP No. P1400256, until such time as the limitation of expenditure under the other Contract is reached.

36. BASIS OF PAYMENT

- 36.1 For the services provided, CHRC will pay the Contractor in accordance with Appendix B (Basis of Payment) for Work performed pursuant to the Contract.
- 36.2 The Contract value will be established using Appendix D (Determination of Allocated/Contract Funds) as a tentative guideline.

37. METHOD OF PAYMENT

- 37.1 Payment shall be made no more than once a month, upon submission of an invoice presented in the form and containing the information as specified in Article 38, Invoicing Instructions, herein.
- 37.2 Payment by Canada to the Contractor for the Work shall be made as specified in the Part 3 - General Conditions.
- 37.3 The selected Contractors must register for direct deposit with the Commission or accept credit card payments.

The following credit card is accepted

(X) MasterCard

38. INVOICING INSTRUCTIONS

- 38.1 Payment will only be made pursuant to the Part 3 - -General Conditions and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.
- 38.2 Invoices must be submitted on the Contractor's own invoice form and must be prepared to show
- a. the date;
 - b. the name and address of the Contractor;
 - c. the name and address of The Canadian Human Rights Commission;
 - d. the reference number of each Request For Translation Form;
 - e. the period in which services were rendered;
 - f. The word rates and/or hourly rates, number of words or number of hours allocated to changes for each request;
 - g. the Contract number;
 - h. the amount invoiced (exclusive of the Goods and services Tax (GST) or Harmonized Sales Tax (HST)) as appropriate. The amount of GST or HST, if appropriate, must be shown separately;
 - i. the Contractor's GST number / Procurement Business Number.
- 38.3 One (1) original of the invoice shall be forwarded to the Project Authority at the address noted in Article 29 hereof.

39. MANDATORY CERTIFICATIONS

- 39.1 Compliance with the certifications the Contractor has provided Canada is a condition of the Contract and is subject to verification by Canada during the entire period of the Contract. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, the Minister shall have the right, pursuant to the default provisions of the Contract, to terminate the Contract for default.

APPENDIX A - STATEMENT OF WORK FOR WORK STREAM A AND WORK STREAM B

40. Scope

40.1. Title

Translation Services for regular and urgent requirements, as and when requested, for the Canadian Human Rights Commission

40.2. Introduction

The Canadian Human Rights Commission (Commission) has a requirement to establish Contracts with firms capable of providing professional, high quality and expedient translation services for its offices in the National Capital Region and its regional offices.

40.3. Estimated Value

The total cumulative value of all Contracts issued shall not exceed the sum of \$400,000.00 (CAD), Goods and Services Tax or Harmonized Sales Tax included, annually.

40.4. Objectives of the Requirement

In order to facilitate the fulfilment of its obligations in relation to the communication of human rights issues and matters of importance to the well-being of Canadians, and in accordance with the provisions of the *Official Languages Act*, the Commission requires professional translation services from English to French and French to English, and shall acquire these services by means of individual Contracts with a minimum of two (2) qualified firms per Work Stream (*see Section 41.1*), on an “as and when requested basis”.

40.5. Background, Assumptions and Specific Scope of the Requirement

The content, meaning, style, level of language, format, font and layout of the translated documents shall be determined at the time each Request For Translation Form is sent.

The texts to be translated will be aimed at the general public or specialized audiences.

The Commission shall provide the necessary documents, reference materials and sources for the completion of the requested translations to the Contractor.

41. Requirements

41.1. Tasks, Activities, Deliverables and Milestones

The Contractors will provide translation from English to French and from French to English and services such as comparative editing, source text editing as and when required.

The Contractors may provide as and when required, comparative editing services, whether the original text was translated by the Contractor or by a third party.

The Commission determined that it requires the provision of professional translation services for two (2) Work Streams.

Work Streams are:

A) General governmental documentation: such as but not limited to, administrative guidelines, briefing materials, meeting minutes, financial analysis and reports, human resources materials, PowerPoint presentations, policies, strategies, studies, guides, and pamphlets, concerning judicial information.

B) Classified documentation up to and including Protected B: such as but not limited to, briefing notes, memos, submissions, reports, proceedings and protected information relating to complaints.

The Contractors shall as and when requested; provide the translation of documents for which he/she is qualified for, as specified within a Request For Translation Form issued by the Identified Users.

The requests for translation will fall within the following subject areas, but will not be limited to:

- a. Human Rights;
- b. Research;
- c. Communications;
- d. Judicial, quasi-judicial and paralegal; and
- e. General areas include administration, technology, human resources and finance.

In providing their services, the Contractor shall:

1. Translate documents provided by the Identified Users in the Work Stream for which the services of the Contractors have been retained;
2. Consult reference materials provided by the Identified Users and/or the Contractor's own references as appropriate, and/or the author of the document (or this person's due delegate), as required in the context of professional translation services;
3. Ensure timely pick-up and delivery of source materials, reference materials, and the translated document from and to the Identified Users at the time, date, location and conditions specified;
4. Produce translated documents with meaning, style, level of language, format, font and layout as requested by the Identified User or the Project Authority in the Request For Translation Form;
5. Follow other relevant document specifications, as detailed within the Request For Translation Form, such as providing the translation from a PDF document to a Word or WordPerfect template in such a way that the text can be used without costly or time-consuming modifications; and
6. Maintain a strict standard of quality control and provide professional translation services in accordance with the code of ethics governing the provision of translation services. Also, provide an assigned resource to provide final proof of edit for all translation Projects, and that same resource will act as a point of contact for all translation in the event of questions or feedback.

41.2. Specifications and Standards

41.2.1. Language

The Contractors (including all proposed personnel) require an exceptional knowledge of English and French as well as a mastery of the language rules, notably the grammatical rules, the composition principles and difficulties linked to these languages.

Definitions

Translation means rewriting a text in another language, while respecting the meaning, tone, style and terminology used by the author and the grammar rules of the target languages.

Comparative editing means comparing a translation with the original text to ensure consistency in content, terminology, tone and style, as well as to correct spelling, grammar and typography of the translated text only.

Source text editing means reviewing a text in its original language to correct grammar, spelling, usage and typography, to make basic stylistic improvements, fix unclear or illogical sentences or paragraphs, and to check the accuracy and consistency of terminology.

The Commission requires that the Contractors use the following spelling, style and terminology guides (but not limited to and list may be subject to change):

- *Gage Canadian Dictionary;*
- *Canadian Oxford Dictionary;*
- *The Canadian Style / Le guide du rédacteur;*
- *Le nouveau Petit Robert de la langue française;*
- *Multidictionnaire de la langue française;*
- Termium and Termium Plus (PWGSC);
- *Canadian Human Rights Act;*
- *Employment Equity Act; and*
- *Canada Labour Code.*
- And any other references as determined by the Project Authority.

The Contractors shall have access to Internet and Termium, as well as to other suitable alternatives approved by the Identified User to find reference documents when needed.

41.2.2. Frequency and Volume

Translation services are required for an estimated volume of 500,000 words per year under each Work Stream. The services of the Contractors will be provided on an “as and when requested” basis up to the total value of each of the Contracts.

The work may be spread out over working days of more than seven and a half (7.5) hours, as well as exceptionally, on weekends and statutory holidays.

At various times during special Projects undertaken by the Commission, the volume of work may be considerably higher than normal. In view of the specialized nature of the work, the Contractors shall have backup resources with the same specialization and skills to respond to the higher volume of work when such volume cannot be sustained by one person.

41.2.3. Word Count

A word is defined as a continuous and finished series of characters functioning as a carrier of meaning. Words in headers, footers and footnotes are to be counted only once, if repeated. A manual count will be done for words within an image or graphic.

The Identified Users shall provide to the Contractor an estimated word count associated with each translation request.

The Contractors shall be responsible to verify the word count and to confirm with the Identified Users the actual number of words of each original text, including modifications, at the time the translation is delivered.

The Identified Users reserves the right to verify the accuracy of the supplied word count.

In the event of a disagreement regarding the number of words, the Identified User will do a recount in order to determine the exact number of words. If the word count is still in dispute, the final decision on the number of words will be made by the Project Authority.

41.2.4. Format and Layout

The translation work shall be done in an electronic format and software specified by the Identified Users (such as but not limited to Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Acrobat PDF or WordPerfect).

Conversions to or from other electronic formats (other than those specified by the Identified Users) shall not be accepted in any form. Consequently, it shall not be possible to convert from one type of system to another (for example, from a Macintosh to an IBM-compatible), or to save texts in an earlier or later version of one of the applications requested.

The Contractors shall not apply any publicity or distinctive markings (stamps, business cards, stickers, notes, etc.) to the work or any part thereof (source text, translation, documentation, diskettes, etc.).

The Identified Users shall specify to the Contractors within each Request For Translation Form how the work will be delivered and in which electronic format the translated texts are to be submitted. All work must follow the format, layout and font of the text to be translated (with pagination and no handwritten corrections), and must be usable as is without any intervention by the Identified Users.

At all times, the Contractors shall use standard, commercially-available data compression software (i.e. PKZip, WinZip, etc.) to transmit lengthy texts. At all times, the Contractors shall use up-to-date virus detection and elimination software to ensure the delivery of virus-free texts, and must refrain from using unauthorized codes for word processing. The Contractors will take necessary measures to ensure that its texts delivered on electronic media or systems are virus-free in accordance with the Government of Canada Industrial Security Program.

The Contractors must use a terminology bank for specific technical words. If not already defined, the translated technical words will then be added to the terminology bank.

41.2.5. Style and Linguistic Quality of Translation

The Contractors must have a quality assurance control process in place for all orders to ensure the documents are correct, complete and equal in meaning and interpretation to the original documents before delivery. This service must be included in the rates quoted.

The Contractors will ensure the consistency of terminology throughout the order. Additional Request For Translation Forms addressing similar subjects must also be consistent.

Translations must be done using a style and level of language that is consistent with the nature and end use of the document to be translated;

The Contractors must ensure standardization and consistency with terminology by assigning, whenever possible, the same translator resource to the translation of a given document or a group of related documents;

The Contractors must ensure that the translation is standardized when using the services of more than one translator, while respecting the Identified Users' established time lines;

The Contractors must ensure that the final version of the translated document has been submitted to spell check software and is free of orthographical error.

The translation must not contain any major errors (mistranslation, gibberish, mistake in figures, omission, etc.) and no more than two (2) minor errors per four hundred (400) words. This includes but is not limited to:

- spelling;
- punctuation;
- grammar;
- syntax;
- non-standard words;
- Gallicism or Anglicism;
- formatting; and
- poor word choice.

The Contractors further agree that no document shall contain major errors. This includes but is not limited to:

- mistranslation;
- gibberish;
- failure to use terminology provided; and
- omission.

In the event of unsatisfactory translations and/or comparative editing text containing more errors than the standards described in the above paragraph, one of the following actions may be taken at the discretion of the Identified Users:

The work will be sent back to the Contractors for revision/redo with a prescribed timeframe given by the Identified User, even if the work must be completed during the evening and/or weekend period to meet the new deadline, at the Contractor's expense; or

The work will be revised/modified by the Identified Users and the Contractors will only be paid for the satisfactory paragraphs of the translated document as determined by the Identified Users. If substantial corrections are required as determined by the Identified Users, the Commission reserves the right not pay for the order.

41.2.6. Documentation, Terminology and Resource Person

The name of a Commission resource person shall be provided by the Identified Users to the Contractors for each translation request, if needed.

Documentation shall be used with circumspection.

It is the Contractor's responsibility to acquire all relevant documentation such as dictionaries, specialized glossaries, Acts, etc., to use the terminology accepted within the Commission, and to provide the Identified Users with any new terminology resulting from special Projects.

The Contractors are responsible to acquire all required translation and terminology software needed to complete the work.

41.2.7. Equipment and Supplies

The Contractors shall supply all equipment, hardware, supplies, software and services required to carry out the work. The Contractor must have access to a working fax machine and the Internet for receiving and transmitting texts.

41.3. Technical, Operational and Organizational Environment

The Commission's regular work periods are from 7:00 a.m. to 5:00 p.m., Monday to Friday (EST/EDT). Irrespective of regular work periods, the Contractors are required to be available for the delivery of professional translation services to the Commission three hundred and sixty five (365) days a year. The Contractors must provide to the Identified Users all the necessary information to ensure access to their services outside regular work hours and during weekends and statutory holidays.

All "urgent" work is to be pre-authorized by the Project Authority for translation services and shall be considered "urgent" when such work is made outside the hours of 7:00 a.m. to 5:00 p.m. from Monday to Friday, on weekends and on statutory holidays or when a request exceeds reasonable daily production volumes during the regular work period.

Deadlines are very tight and in most cases cannot be negotiated. The Contractors shall deliver the translated texts by the deadlines established by the Project Authority. Every effort shall be made by the Identified Users to provide the Contractors with reasonable deadlines.

41.4. Method and Source of Acceptance

Normally, texts for translation shall be sent to the Contractors and the completed work shall be returned to the Identified Users by e-mail for Work Stream A and B (see Section 42.11 of the Statement of Work for details on sending and receiving protected documents). In the case of lengthy texts or work requiring particular documentation, the Identified Users may require the Contractors to have the work picked up at and delivered to an address indicated by the Identified Users (either in person or by courier, at the Contractor's discretion and expense).

The pick-up and delivery process shall conform to the following procedures:

The Identified Users shall send to the Contractors the document(s) to be translated and the reference material (if applicable) as attachments in an e-mail, indicating the required return date and the word count.

The Identified Users may also send Request For Translation Form to the Contractors by fax containing all the relevant details for processing. Such Request shall also indicate an address (if applicable) where the translated text is to be delivered to.

Upon receipt of any Request For Translation Form, the Contractors shall submit, in writing, any request to extend the deadline set by the Identified Users, along with their new proposed deadline. Upon receipt of the written request for an extension, the Identified Users shall confirm, in writing, their approval of the new deadline or indicate that the original deadline is firm.

The Identified Users shall indicate for each Request For Translation Form whether or not the document for translation is to be delivered in instalments and the related conditions.

All deliverables and services rendered under this requirement are subject to inspection by the Identified Users. Should any deliverable not be to the satisfaction of the Identified Users, as submitted, the Identified Users through the Project Authority shall have the right to reject it or require correction before payment shall be authorized.

If the quality of the work continues on an ongoing basis to be of unacceptable quality or late in delivery, the Commission shall have the right, at its sole discretion, to cease the awarded Contract based on "Default" of the Contractor.

If the original source text is deemed to be of insufficient quality by the Contractors, the Contractors agree to contact the Identified User to discuss how to proceed before any work is undertaken. The Contractors will notify the Identified Users by email as soon as possible before the deadline if there is a possible delay and to communicate the new expected delivery date and time. At this point, the Identified User will either cancel the order or negotiate a new delivery date and time that is agreed upon by both parties. The Identified User reserves the right to accept and pay a partially completed order and cancel the remainder of the order.

41.5. Assurance of uninterrupted services

The Contractors shall have a contingency plan to provide a continuous and competent service in the event of the absence of translator(s) for any reason. Acts of God or force majeure are excluded from this commitment.

The Commission is not responsible for the loss of files during translation/editing by the Contractor and will not compensate time spent redoing such files.

41.6. Reporting Requirements

In addition to the timely submission of all deliverables and fulfilment of all obligations, it is the responsibility of the Contractors to facilitate and maintain regular communication with the Identified Users and Project Authority. Communication is defined as all reasonable efforts to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the Project is progressing well and in accordance with expectations.

Communication may include: phone calls, email, faxes, mailings and meetings. Also, the Contractors are to immediately notify the Project Authority of any issues, problems, or areas of concern in relation to any work completed under a Request For Translation Form, as they arise.

41.7. Project Management Control Procedures

The Project Authority shall (as required) meet with the Contractors to review all written material submitted as deliverables, as specified in each Request For Translation Form. The Project Authority shall provide comments to the Contractors indicating any changes required to the deliverable(s).

Meetings to review the deliverable(s) may be held at the Commission's facilities located within the National Capital Region (NCR) or take place via teleconference call or video conference. Required documents for discussion shall be provided by the Contractors to the Project Authority in advance of the meeting or vice versa.

Should the Contractor's personnel be considered unsuitable, and upon written notice from the Identified Users and/or Project Authority, the Contractors must provide suitable replacements. Failure to provide suitable replacements may result in the Contract being terminated.

The Contractors must provide the services of the personnel named in the Contract to perform the work, unless the Contractors are unable to do so for reasons beyond their control.

Should the Contractors at any time be unable to provide the services of the resource(s) named in the Contract, the Contractors shall be responsible for providing replacement personnel at the same cost who must be of similar or greater ability and attainment, and whom must be acceptable to the Project Authority.

In advance of the date upon which replacement resources are to commence work, the Contractors shall notify in writing the Project Authority of the reason for the unavailability of the resource(s) named in the Contract.

The Contractors shall then provide to the Project Authority the name(s) and an outline of the qualifications and experience of the proposed replacement resources.

Under no circumstances shall the Contractors allow performance of services by replacement resources that have not been authorized by the Project Authority.

41.8. Change Management Procedures

Based on guidance from the Project Authority, the Contractors are responsible for identifying and presenting all recommended modifications to deliverables.

41.9. Ownership of Intellectual Property

Canada will own intellectual property as specified in Part 3: Proposal Preparation.

41.10. Promulgation of the Contracts

The Contractor agrees that its rates provided herein, may be promulgated electronically and on paper by the Commission and issued to Identified Users of these services and to all Contractors that presented a Proposal for the said services and for which the Bid has been authorized.

Such information shall be subject to access under Access to Information (ATI) Legislation and accordingly the Commission is unable to safeguard or maintain the confidentiality of the information.

41.11. Applicable Law

The Contract shall be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario.

Proposers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their Proposal, by deleting the Canadian province specified in the previous paragraph and inserting the Canadian province or territory of their choice. If no change is made, the Proposers acknowledge the applicable law specified is acceptable to them.

42. Other Terms and Conditions of the SOW

42.1. Authorities

Contracting Officer:

Any changes to the Contract must be authorized in writing by the Contracting Officer. The Contractors are not to perform work in excess of or outside the scope of the Contract based on written requests from any government personnel other than the Contracting Officer.

Project Authority:

The Project Authority is responsible for all matters concerning the technical content of the work under any resulting requests for translation. Any proposed changes to the scope of the request are to be discussed with the Project Authority and confirmed by a Request For Translation Form Amendment issued by the Identified Users.

42.2. Identified Users

The Identified Users authorized to issue Request For Translation Forms are to be specified by the Project Authority.

42.3. The Commission's Obligations

The Commission shall provide to the Contractors:

- The estimated word count required for a given Project/task, with this being the basis for the establishment of a firm price for each Request issued against the Contracts. For each request, the Identified Users shall indicate the time, date and location for delivery of the completed work.
- Ensure that the appropriate subject matter experts from within the Commission are available to the Contractors to discuss and provide content, source, and/or reference material, as well as to facilitate cooperation with other Commission personnel as required.
- Provide the Contractors with documentation and reference materials used in the preparation of the original text, including but not limited to: references, original quotations, source of quotations, terminology employed, and where required, access to the author (or this person's representative).

42.4. Contractor's Obligations

The management by the Contractors for service delivery to the Commission in relation to the Contract shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or Federal government regulations, policies and procedures as well as the codes and guidelines provided by Canadian Translators and Interpreters Council (CTIC).

The Contractors must provide the services of the resource(s) named in the Contract to perform the work, unless the Contractors are unable to do so for reasons beyond their control.

The Contractors shall ensure that all deployed personnel are properly trained to fulfil their responsibilities. In addition, the Contractors are required to ensure that all of their assigned personnel are security cleared and that they are operating at all times in accordance with all applicable legislation, regulations, codes and policies.

The Contractors shall provide to the Project Authority monthly reports on activity of the Contract, showing the number and total value of requests by each Identified User. Reports shall be submitted no later than fifteen days after the designated reporting period.

42.5. Location of Work, Work Site and Delivery Point

The Contractors shall be responsible for providing their own work site.

It is not a requirement for Contractors to possess a work facility within the NCR; however, Contractors must be available to meet at the Commission's NCR facilities when needed. The Commission will not be responsible for any travel or other associated costs incurred to Contractor.

To the extent possible, the Commission shall utilize electronic forms of delivery and communication including email and teleconference calls, as applicable and feasible within the Government of Canada's Security Policy.

Due to existing workload and deadlines, all personnel assigned to any Request issued against the Contracts must be ready to work in close and frequent contact with the Identified Users and other departmental personnel.

42.6. Limitation of the Contracts

For duration of the Contract, the Contractors agree to notify in writing the Project Authority of their desire to withdraw from the Contract at a minimum of thirty (30) days prior to ceasing any provision of the services agreed to within the Contract.

Should the Contractors default on any Requests issued, the Commission may, by notice to the Contractors, terminate the whole or any part of the work. The Contractors shall be liable to Her Majesty for any excess costs relating to the completion of the work.

42.7. Allocation of the Work

A firm/fixed price for any translation request is established in the Financial Proposal using either:

- a) The word rate and estimated word count; and
- b) The time required for revision and source editing.

Upon agreement of a fixed price for the translation request, the Contractors shall be authorized in writing by the Identified Users to proceed with the work.

Any resulting Request is subject to the terms and conditions of the Contract.

42.8. Invoicing and Reporting Procedures

The monthly report will include the following information for each order:

- Order Number
- Name of Identified User;
- Name of translator;
- Service requested (translation, comparative editing, etc.);
- Language of original documents and language of target documents (if applicable);
- Title(s) of document(s) (if applicable);
- Order date;
- Due date and time;
- Date and time of delivery;
- Reason for late delivery (if applicable);
- Comment from Contractor regarding the order (if applicable);
- Cost per word;
- Total number of words per order;
- Subtotal without taxes;
- Taxes; and
- Total cost of each order including taxes.

The monthly invoice will collate all the above information in one document.

42.9. Request Procedures

The Commission will select the appropriate Work Stream then approach the Prime Contract holder by sending them a Request For Translation Form to obtain an estimate of costs based on rates identified in the Contract. The Contractor shall acknowledge receipt of the Request within one (1) business hour of receipt. The Prime Contractor will confirm it can do the work and provide the Identified User with a total cost for the work in writing. It is understood and agreed that the Contractor will not commence any work until authorized in writing by the Identified User or the Project Authority.

If the holder of the Prime Contract cannot do the work then the Contractor ranked in second place will be contacted.

If not one Contractor can satisfy a complete requirement, the Project Authority will use their discretion to award work to multiple Contractors in order to meet the operational requirement.

No costs incurred before receipt of an email confirming the work can proceed from the Project Authority or the Identified User can be charged to any resulting Contract.

42.9.1. Regular Work Periods

For each work request respective of the regular work periods (*see Section 41.3*), the Identified Users shall contact the ranked Contractors and provide them with a description of the translation services required and the delivery schedule to be respected.

The Contractors agree to open and read every request as it comes in and provide electronic confirmation that the work will be undertaken in the time requested. This confirmation must be sent no later than one (1) business hour.

Should the selected Contractor be unable to perform the work requirement due to unavailability of resources or delivery schedule, the Contractor must notify the Identified Users in writing within one (1) hour of being contacted.

This step would be repeated until one is able to perform the work as requested.

Failure to provide written notification of availability within one (1) hour of being contacted shall be interpreted as being unable to perform the service(s) and shall result in the Identified Users going to the next selected Contractor with the work request in question.

It is understood and agreed to that the Contractors shall not commence any work until authorized in writing by the Identified Users.

42.9.2. Urgent Requests

For each work request deemed "urgent" (*see Section 41.3*), the Project Authority shall contact the ranked Contractor and provide them with a description of the translation services required and the delivery schedule to be respected.

Should the selected Contractor be unable to perform the work requirement due to unavailability of resources or delivery schedule, the Contractor must notify the Identified Users in writing within one (1) hour of being contacted.

This step would be repeated until one is able to perform the work as requested.

Failure to provide written notification of availability within one (1) hour of being contacted shall be interpreted as being unable to perform the service(s) and shall result in the Identified Users going to the next selected Contractor with the work request in question.

42.10. Language of Work

The Contractors shall be capable of correspondence with the Commission in relation to the Contract in either or both Official Languages (English/French) of Canada. However, all deliverables shall be produced and delivered in the target language of the particular Project/task, as specified within the issued Request.

42.11. Receiving and Transmitting Texts:

Unclassified documents

Unclassified documents can be transmitted electronically. The Contractor must provide a single email address to which all unclassified documents orders can be sent electronically.

Protected A and B documents under Work Stream B

Requirement 1 – As a minimum, the company must meet the Management of Information Technology Security (MITS) standard.

Requirement 2 – the selected vendor is required to use Entrust PKI from the gc.ca domain for encryption when required.

Requirement 3 – Protected documents to be translated and the resulting translated protected documents will be encrypted with Entrust PKI prior to their exchanges.

Requirement 4 – The exchange of protected information will be done through E-mail, USB keys or CD's.

Requirement 5 – Information not sent through email (being too big or system is down), must be encrypted and will be sent using a messenger selected from the National Master Standing Offer #E60LM-1200-20 at the vendor's expense.

Requirement 6 – The transport and addressing of protected documents and media must be done in accordance with G1-009 - Transport and Transmittal of Protected and Classified Information (12/2006)

http://www.rcmp-grc.gc.ca/physec-secmat/res-lim/pubs/g1-009_e.pdf sections 5.1 Packaging and 5.2 Addressing.

42.12. Security Requirements for Work Stream B

1. The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved: Document Safeguarding at the level of PROTECTED B.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
4. Sub-Contracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Appendix F;
 - (b) Industrial Security Manual (Latest Edition)

42.13. Insurance Requirements

It shall be the sole responsibility of the Contractors to decide whether or not any insurance coverage is necessary for their own protection or to fulfil their obligations under the Contract and to ensure compliance with required federal, provincial or municipal law. Any such insurance shall be provided and maintained by the Contractors at their own expense.

42.14. Travel and Living Expenses

N/A

43. Project Schedule**43.1. Expected Start and Completion Dates**

The initial period of the Contracts will be for one (1) year from date of signing of the Contracts, and include two (2) one (1) year optional periods which may be exercised at Commission's discretion. The total potential duration of the Contracts may be up to three (3) years.

43.2. Schedule (Work Breakdown Structure)

A detailed time line and level of effort shall be negotiated by the Identified Users at the time of each Requests issued against the Contracts. This shall be the basis for determining the schedule of delivery and the basis of payment for each request.

44. Required Resources/Types of Roles to be Performed

The Commission has determined that for the provision of professional Translation Services, the Contractors must be capable of providing to the Commission, in an effective manner, all deliverables as specified in *Section 41* of this SOW

The provision of professional Translation Services must be fulfilled by individuals within the Contractor's proposed resource team. However, each individual proposed must possess the required experience originally used to qualify the resources.

45. Applicable Documents and Glossary**45.1. Applicable Documents**

Not applicable.

45.2. Relevant Terms, Acronyms and Glossaries

COMMISSION: Canadian Human Rights Commission
NCR: National Capital Region
SOW: Statement of Work
CIISD: Canadian and International Industrial Security Directorate
PWGSC: Public Works and Government Services Canada

APPENDIX B - BASIS OF PAYMENT FOR WORK STREAM A AND WORK STREAM B

46. BASIS OF PAYMENT

46.1 The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

46.2 Services performed under the Contract will be authorized on an “as and when requested” basis in accordance with Part 3, Section 24.0 (Translation Authorization Process). The Contractor will be paid in accordance with the fixed per-word rates for the one-year (1) period of the Contract and if the option to extend the Contract is exercised for two (1) additional one-year (1) period.

46.3 For all Work duly authorized, completed and accepted, the Contractor will be paid a fixed per-word rate for the translation of new documents or modifications to texts already translated as per the proposed rates which will be listed in the Financial Proposal of the selected Contractor.

46.4 Hourly rate for revision and comparative editing - The fixed hourly rate shall be paid for actual hours worked with no provision for annual leave, statutory holidays and sick leave.

46.5 All the proposed fixed per-word rates and the fixed hourly rates will be submitted IN CANADIAN FUNDS, and include the labor rate, travel expenses from the Contractor’s business offices to the CHRC site located in the National Capital Region, all other overhead costs, any cost related to administrative and clerical support, supplies and equipment, all expenses associated with the required services including, at least, word processing, reports, photocopying and printing, costs associated with receiving and delivering documents such as courier, mail, facsimile, Internet, telephone calls, all costs associated with utilizing Entrust PKI from the gc.ca domain and all other related costs necessary to accomplish the tasks, as well as costs of all deliverables FAB destination, Canadian custom duties and excise tax (if applicable) and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) will be extra and shown separately.

Definition of the type of rate:

Regular rate means a rate that will be paid for work that must be done within the normal business hours;

urgent rate means a rate that will be paid for a translation that must be done outside normal business hours or or when a request exceeds reasonable daily production volumes during the regular work period. IN ALL CASES, the urgent rate for a translation will only be authorized if the Project Authority has given prior written approval;

46.6 Pursuant to Article 35 of the Contract Terms and Conditions at Part 3 (Limitation of Expenditure - Contract), in the event that Canada exercises its option to extend the Contract in accordance with Article 27 of the Contract Terms and Conditions, the Contractor shall be paid in accordance with paragraphs 46.3 to 46.5 above, in consideration of all Work required to be performed under the terms and conditions of the Contract during the option period.

46.7 The Crown shall not accept any travel and living expenses incurred by any Proposer as a consequence of any relocation required to satisfy the terms of the Contract.

46.8 The Contractor agrees to remit to the Canada Revenue Agency any amounts of GST and HST payable.

46.9 The selected Contractors must register for direct deposit with the Commission or accept credit payments.

The following credit card is accepted:

MasterCard

APPENDIX C - EVALUATION PROCEDURES AND CRITERIA FOR WORK STREAM A AND WORK STREAM B

47. METHOD OF SELECTION - HIGHEST OVERALL SCORE

47.1 The evaluation process is designed to produce a list of Contractors with qualified resources in the various subject areas as stipulated in the Statement of Work (Appendix A).

47.2 This section presents the detailed Proposal requirements that will be used to evaluate the Proposer's Proposal submitted in response to the Request for Proposal (RFP).

47.3 If the Proposer is submitting a bid for Work Stream A and Work Stream B, the Financial and Technical Proposals will be scored separately. Section 3 - Rated requirements in Appendix C outlines how the documents should be submitted and how the marks will be scored for each Work Stream.

47.4 The mandatory requirements under Section 48 will be evaluated on a compliant/non-compliant (satisfactory/unsatisfactory) basis. Proposals must include documentation that allows the judging of compliance. Proposers must indicate whether they comply with the mandatory requirements below (Section 48) and indicate the location (page, paragraph number, etc.) of the information provided in the Technical Proposal to support the requirements.

47.5 The selection of the successful Proposers will be made on the basis of the highest overall score for both the Technical and Financial Proposal. Highest overall score will be determined by adding the technical and financial points obtained.

The Proposers' Technical and Financial Proposals will be scored separately. An Overall Proposal Score will be determined by combining a Proposer's Technical Proposal score and Financial Proposal score in accordance with the following weights:

<i>Work Stream</i>	<i>Work Stream A</i>	<i>Work Stream B</i>
<i>Technical Proposal</i>	70%	70%
<i>Financial Proposal</i>	30%	30%
<i>Overall Proposal</i>	100%	100%

47.6 To be considered Responsive, a Proposal must:

Comply with all of the mandatory requirements (section 48) and must demonstrate this compliance by indicating the location (page, paragraph number, etc.) and including supporting documentation as requested;

The overall score will be determined by combining points for the Technical Proposal rated requirements (70%) and the Financial Proposal rated requirements (30%).

Formula: $\frac{\text{Technical Score} \times \text{Ratio (70)}}{\text{Max Points}} + \frac{\text{Lowest Price} \times \text{Ratio (30)}}{\text{Contractor's Price}} = \text{Combined Score}$

The compliant Proposers will be ranked accordingly from the highest overall score. Based on these rankings, it is anticipated that a maximum of four (4) Contracts may result from the RFP under two (2) separate Work Streams, up to two (4) Contracts for Work Stream A and up to two (4) Contracts under Work Stream B. Therefore, Proposers whose Proposal ranked first and second in each Work Stream may be awarded a Contract.

In instances where identical scores are assigned to two or more responsive Proposals, the successful Proposal will be the one offering the lowest average regular word rate for translation during the initial Contract period and optional years.

47.7 Failure of a Proposer to provide any information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. All Proposers are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (dates, number of years and months of experience).

47.8 The Proposer acknowledges and agrees that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 13.

47.9 Proposers shall not place any conditions nor make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix A).

48. MANDATORY REQUIREMENTS

Failure to comply with any of the mandatory requirements will render the Proposal non-compliant and the Proposal will receive no further consideration. The Proposer must include the necessary documentation to demonstrate this compliance.

Proposers must indicate the location (e.g. page, paragraph number, etc.) of the information provided in the Technical Proposal to support the mandatory requirements.

Mandatory Requirement No.	Description	PAGE REFERENCE
M1	Proposers must clearly state if the Proposal relates to Work Stream A and/or Work Stream B and certify their ability to meet the stated words per year requirement as defined in Appendix A, Section 41.2.2.	
M2	<p>The Proposal identifies a team of resources to perform services described in Appendix A.</p> <p>For Work Stream A the team must be comprised of three (3) English to French employees/Sub-Contractors and one (1) French to English employee/Sub-Contractor.</p> <p>For Work Stream B the team must be comprised of three (3) French to English employees/Sub-Contractors and one (1) English to French employee/Sub-Contractor.</p> <p>All proposed employees/Sub-Contractors must be identified in the Proposal by including curriculum vitae for each proposed resource.</p>	

Mandatory Requirement No.	Description	PAGE REFERENCE
M3	Proposers must demonstrate that the combined experience of the proposed employees/Sub-Contractors covers all the subject areas identified in Appendix A, Section 41.1.	
M4 Only for Contractors submitting a bid under Work Stream B	All of the security requirements must be met at bid closing. Contractor must complete and return Part 2 of Appendix G.	
M5 Required for comparative editing component	<p>The Contractor is to provide the information in the table below to demonstrate it has a minimum of two (20 years of experience within the last five (5) years in comparative editing services.</p> <p>a) Provide duration of the Contract(s) with the organization(s) by indicating start and end dates in the following format: mm/yy – mm/yy.</p> <p>b) For each Contract stated in M5.a, describe the work done.</p> <p>c) Supply name of member of client organization(s) who can validate the information provided, his/her title, telephone number, and the name of the organization. Note: This person may be contacted by CHRC</p> <p>In order to be considered the Contractor must have a minimum of 2 years of experience providing comparative editing services</p> <p>The Contractor must submit the name of the individual proposed and complete Appendix G Part 2 if bidding under work Stream B</p>	
M6 Required for source text editing component	<p>The Contractor is to provide the information in the table below to demonstrate it has a minimum of two (2) years of experience within the last five (5) years in source text editing services.</p> <p>a) Provide duration of the Contract(s) with the organization(s) by indicating start and end dates in the following format: mm/yy – mm/yy.</p> <p>b) For each Contract stated in M6.a, describe the work done.</p> <p>c) Supply name of member of client organization(s) who can validate the information provided, his/her title, telephone number, and the name of the organization. Note: This person may be contacted by CHRC</p> <p>In order to be considered the Contractor must have a minimum of (two) 2 years of experience providing source text editing services</p>	

Mandatory Requirement No.	Description	PAGE REFERENCE
	The Contractor must submit the name of the individual proposed and complete Appendix G Part 2 if bidding under Work Stream B	

49. RATED REQUIREMENTS

49.1 Only those Proposals which are compliant with all of the mandatory requirements and which score 70 percent (79/113) or higher in the technical rated requirements, as set out in paragraph 1.6 (above), will be considered responsive and will be ranked.

The Proposers must address the rated requirements in the order in which they are listed and in sufficient detail so that an in-depth evaluation is possible. The criteria contained herein will be used by The CHRC to evaluate each Proposal. CHRC's assessment will be based solely on the information contained in the Proposal. An item not addressed will be given zero (0) points under the point rated system. The CHRC may, but is not obligated to, ask the Proposers for clarifications.

THE TABLE BELOW MUST BE FILLED IN AND INCLUDED IN THE PROPOSAL. Reference locations in the Proposal or resource(s) resume, as applicable, must be indicated by page number and/or specific section for ease of evaluation.

49.2 Summary of the evaluation method for rated requirements

Unless otherwise indicated, the evaluation will be based on the following criteria:

Excellent: Information is very complete, very pertinent and very clear (presentation is very carefully prepared, logical and easy to follow, with precise, correct references).

Good: Information is relatively complete, relatively pertinent and relatively clear (presentation is relatively carefully prepared, logical and easy to follow, with relatively precise references that are usually correct).

Fair: Information is fairly complete, fairly pertinent and fairly clear (presentation is fairly carefully prepared, logical and easy to follow, with references that are often incorrect or missing).

Poor: Information is incomplete, not pertinent and unclear (presentation is poorly prepared, illogical and hard to follow, with many omissions and incorrect or missing references).

The following numerical ratings will be used:

EXCELLENT: 3
GOOD: 2
FAIR: 1
POOR: 0

Rated Requirement No.	Description	Page Reference	Maximum Marks
R1	A business profile must be included in the Proposer's Proposal.		3
R2	Proposers are to indicate the extent of their ability to accept urgent translation and adapt to any time frame, specifying their normal and urgent response times and turnaround times.		3
R3	Proposers are to describe their backup plan for ensuring continuity of service in cases of excessive volume and mechanical or technical problems.		3
R4	<p>Proposers must describe their process for ensuring translation quality control services on a continuous basis (for example, standardization of the translation). The process must address the following:</p> <ul style="list-style-type: none"> A. A description of the quality control process. B. A description of the quality control process when a text is divided among several translators. C. A description of the method used to ensure consistent use of terminology from one document to another in a given subject area. D. A description of their version control processes. 		12
R5	<p>Every proposed employee must meet at least two (2) of the following requirements:</p> <ul style="list-style-type: none"> a) a Bachelor's degree (or higher) in translation OR valid certification from the Translation Bureau, an accreditation from the Canadian Translators, Terminologists and Interpreters Council (CTTIC), or from the Association of Translation and Interpreters of Ontario (ATIO) , or the Ordre des traducteurs, terminologues et interprètes agréés du Québec (OTTIAQ) (copy of valid, official document must be provided). - for a maximum of 5 points b) a Bachelor's degree (or higher) related to translation - for a maximum of 5 points c) minimum two (2) years or more of experience in translation in the last four years either from French to English or English to French; - for a maximum of 5 points d) minimum one (1) year experience in the last five years in one (1) or more of the following subject areas: Translating legal, paralegal and quasi-judicial documents. One (1) point per year of experience - for a maximum of 5 points <p>This information must be included in the curriculum vitae of each proposed resource. In addition the Contractor must provide this</p>		80

Rated Requirement No.	Description	Page Reference	Maximum Marks
	<p>information for each proposed resource by completing Appendix G</p> <p>Note: A vendor can only propose a team comprised of four individuals as defined in M2.</p>		
R6	<p>Proposers must provide three (3) references for translation work done in the past five (5) years.</p> <p>One of these references must be for past Projects carried out in an environment similar in size and scope to this RFP within the past three (3) years, indicating the length of the Projects, the volume of work in number of words per day or per week, the source and target languages, the nature of the texts, the areas of specialization and the deadlines.</p> <p>Each reference must include the name of the client and the name and current telephone number of a contact person for the client.</p> <p>Proposals will be awarded one (1) point for each affirmative answer to these questions (yes or no answers):</p> <p>Did the Contractor perform to the quality of work expected? Did the Contractor produce the required deliverables according to specifications (including on-time delivery)? Did the Contractor assign capable team members to your Project? Did the Contractor respond to issues of concern in an appropriate and timely manner?</p>		12
		Maximum Available Points 113	
Sub-total for rated requirements:	Passing score: 79 out of 113 points (70 per cent) for each of the Work Streams.	Maximum points for each Stream : 113 points	

50. FINANCIAL PROPOSAL

1	The per-word rate will be calculated by adding together the rates submitted by Proposers under Part 2, Article 15 (Preparation of Financial Proposal) of this RFP, paragraph 15.3 (Table of Proposed Rates):	
2	The Proposal with the lowest total rate for each Work Stream will be used as the base value in ranking all the other financial Proposals	

APPENDIX D - DETERMINATION OF ALLOCATED/CONTRACT FUNDS

FOR WORK STREAM A AND WORK STREAM B

It is expected that Contracts will be awarded to a maximum of four (4) compliant Proposers. Two (2) Contracts under Work Stream A and two (2) Contracts under Work Stream B. Successful Proposers will be selected in accordance with this RFP, including Appendix C - Evaluation Procedures and Criteria. Once the selection of the highest-ranking Proposal has been completed, the other responsive Proposals will be ranked in relation to the highest overall scores calculated on the basis of Technical Proposal scores and Financial Proposal scores, as detailed in Appendix C. The value of each Contract awarded pursuant to this RFP will be determined by dividing (as per the table below) CHRC's fund allocation (\$200,000.00 excluding GST or HST for Work Stream A and \$200,000 excluding GST or HST for Work Stream B) for all Contracts awarded following this RFP, by the number of Contracts that are in fact awarded under each Work Stream.

The following table provides an example of how funds would be allocated, assuming that a maximum of four (4) minimum dollar value Contracts are awarded:

Contractors selected	Fund allocation for all the Contracts \$400,000 (including GST or HST)	Value of each Contract, regardless of whether the Contract term is the initial term of one (1) year, or whether Canada exercises its option to extend the Contract term for two (2) additional one-year (1) periods
Stream A Contractor ranked first		\$160,000.00 (This amount excludes GST or HST.)
Stream A Contractor ranked second		\$40,000.00 (This amount excludes GST or HST.)
Stream B Contractor ranked first		\$160,000.00 (This amount excludes GST or HST.)
Stream B Contractor ranked second		\$40,000.00 (This amount excludes GST or HST.)

CONTRACT FUNDS

When all of the funds allocated to a Contract are exhausted, the Contractor will not be requested to undertake further Work.

APPENDIX E - CERTIFICATION REQUIREMENTS

FOR WORK STREAM A AND/OR WORK STREAM B

The following certification requirements apply to this Request for Proposal (RFP). Proposers are to complete their Technical Proposal and attach a signed copy of all the certifications below. If applying on both Streams, Proposers should submit this information only once.

(A) LEGAL ENTITY AND CORPORATE NAME

Please certify that the Proposer is a legal entity, by indicating whether the Proposer is (1) a sole proprietorship, partnership or corporate entity, (2) indicating the laws under which it is registered or incorporated (3) including the registered or corporate name, and identifying (4) the country where the controlling interest/ownership (name if applicable) of the organization is located.

- (1) _____
- (2) _____
- (3) _____
- (4) _____

Any Resulting Contract may be executed under the following (1) corporate full legal name and (2) at the following place of business (street, building, suite/room, postal code):

- (1) _____
- (2) _____

_____ *Signature* *Date*

_____ *Print Name of Signatory* *For: _____*
Name of Proposing Party

(B) EDUCATION/EXPERIENCE CERTIFICATION

We certify that all statements made with regard to the education and the experience of employees/Sub-Contractors proposed for completing the subject Work are accurate and factual, and we are aware that the Minister reserves the right to verify any information provided in this regard and that untrue statements may result in the Proposal being declared non-responsive or in any other action which the Minister may consider appropriate.

_____ *Signature* *Date*

_____ *Print name of Signatory* *For: _____*
Name of Proposing Party

(C) PRICE/RATE CERTIFICATION

“We hereby certify that the prices quoted have been computed in accordance with generally accepted accounting principles applicable to all like services rendered and sold by us, that such prices are not in excess of the lowest prices charged to anyone else, including our most favoured customer for like quality and quantity of services, does not include an element of profit on the sale in excess of that normally obtained by us on the sale of services of like quality and quantity, and does not include any provision for discounts or commissions to selling agents.

_____	_____
Signature	Date
_____	For: _____
Print name of Signatory	Name of Proposing Party

(D) VALIDITY OF PROPOSAL

It is requested that Proposals submitted in response to this Request for Proposal be

- (a) valid in all aspects, including price, for not less than one hundred and twenty (120) days from the closing date of this RFP;
- (b) signed by an authorized representative of the Proposer, and
- (c) provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Proposal.

_____	_____	_____	_____
Signature of authorized	Print name	Title	Date

Contact name: _____ Telephone number: _____

(E) AVAILABILITY AND STATUS OF PERSONNEL

The Proposer certifies that, should it be authorized to provide services under any Contract resulting from this RFP, the employees/Sub-Contractors proposed in its Proposal will be available to commence performance of the Work within a reasonable time from Contract award, or within the time specified herein.

_____	_____
<i>Signature</i>	<i>Date</i>
_____	For: _____
<i>Print name of Signatory</i>	<i>Name of Proposing Party</i>

(F) CAPACITY TO PERFORM WORK UNDER THIS RFP AND ADDITIONAL WORK

The Proposer certifies that, it can provide **concurrently** the services under any Contract resulting from this RFP and all other valid translation Contracts it presently has with any other entities, both public and private.

_____	_____
<i>Signature</i>	<i>Date</i>

_____ For: _____
Print name of Signatory *Name of Proposing Party*

(G) FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY (FCP-EE)

(applies if required by the RFP)Federal Contractors Program for Employment Equity - Certification

(a) The Federal Contractors Program (FCP) 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 Contractor, or, if the Contractor is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

(b) 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 workforce 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.

(c) If the Contractor does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Contractor 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.

(d) The Contractor, or, if the Contractor is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Contractor or the member of the joint venture

(i) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;

(ii) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(iii) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, 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;

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

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

Signature of authorized representative: _____.

**APPENDIX F - SECURITY REQUIREMENTS CHECKLIST
FOR WORK STREAM B**

Separate Document

**APPENDIX G - PROPOSED EMPLOYEES FOR WORK STREAM A and
B**

Separate Document