



RETURN BIDS TO:

**RETOURNER LES
SOUMISSIONS À:**

Department of Justice
Attention: Valérie Nguyen
Senior Contracting Officer
URB-749
100 Metcalfe Street
Ottawa, ON K1A 0H8
Telephone: 613-302-2506
Bids receiving cell number: 613-724-1521

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal To: Department of Justice

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

Proposition aux: Au Ministère de la Justice

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées

Instructions : See Herein

ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction

Instructions: Voir aux présentes

énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s)

Comments - Commentaires

**This document contains a Security
Requirement**

Vendor/Firm Name and address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office – Bureau de distribution
Department of Justice
Contracts and Materiel Management Division
URB Room 749
100 Metcalfe Street
Ottawa, Ontario K1A 0H8

Title – Sujet

Specialized legal translation services

Solicitation No. – N° de l'invitation 1000014117		Date January 8 th , 2014
Client Reference No. – N° référence du client 1000014117		
GETS Reference No. – N° de reference de SEAG -		
File No. – N° de dossier 1000014117	CCC No. / N° CCC - FMS No. / N° VME	
Solicitation Closes – L'invitation prend fin at – 02 :00 PM on – January 22nd, 2014		Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Inquiries to : - Adresser toutes questions à: Valérie Nguyen		Buyer Id – Id de l'acheteur
Telephone No. – N° de téléphone : 613-302-2506		FAX No. – N° de FAX 613-941-0220
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein		

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

THIS PAGE MUST BE SIGNED BY THE PERSON AUTHORIZED TO SIGN ON BEHALF OF VENDOR.



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Communications Notification
4. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Intellectual Property
6. Payment of Invoices by Credit Card

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required with the Bid

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. There is a security associated with this requirement.

PART 7 - RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority Of Documents
11. Foreign Nationals (Canadian Contractor)
12. Insurance Requirements
13. Non-Disclosure



List of Attachments:

Attachment 1 to Part 4, Evaluation Procedures
Attachment 1 to Part 5, Certifications Required with the Bid

List of Annexes:

Annex "A" Statement of Work
Annex "B" Basis of Payment
Annex "C" Non Disclosure Agreement
Annex "D" Text to translate in reference to Rated Criteria C2



PART 1 - GENERAL INFORMATION

1. Introduction

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

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

The Attachments include:

- [Evaluation Procedures]
- [Certifications Required with the Bid]

The Annexes include the:

- [Annex "A" Statement of Work]
- [Annex "B" Basis of Payment]
- [Annex "C" Non Disclosure Agreement]
- [Annex "D" Text to translate in reference to Rated Criteria C2]

The requirement is not subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT), Canada-Colombia Free Trade Agreement (CCFTA), Canada-Peru Free Trade Agreement (CPFTA) and Canada-Chile Free Trade Agreement (CCFTA).

2. Summary

The Legal Dualism Team requires specialized legal translation services in-capable of producing high-quality work within the deadlines provided. Translation is from French to English and English to French. The purpose of the Request for Proposal (RFP) is to provide these services as required through (one) 1 contract. These services may be requested from the Contract holder until 2017. A detailed Statement of work is provided in ANNEX "A".

The maximum funding available for any Contract including the option years resulting directly from this RFP is **\$60,000.00** CAD for Professional fees and all other expenses, excluding customs duty, excise taxes, Goods and Services Tax (GST), and Harmonized Sales Tax (HST). This disclosure does not commit Canada to the payment of the maximum funding available.



3. Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

4. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.



PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

1.1 SACC Manual Clauses

The 2003 (2013-06-01) Standard Instructions - Goods or Services, Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

The text under Section 01, Code of Conduct and Certification – Bid, of the 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete the following subsections in their entirety:

4. Bidders, who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide with their bid or promptly thereafter the name of the owner. Bidders bidding as societies, firms, or partnerships do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

5. The Bidder must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation. The Bidder must also, when so requested, provide Canada with the corresponding Consent Forms.

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

Delete: sixty (60) days

Insert: ninety (90) calendar days



2. Submission of Bids

Bids must be submitted only to Department of Justice by the date, time and place indicated on page 1 of the bid solicitation.

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

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

5. Basis for Canada's Ownership of Intellectual Property

The Department of Justice has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

(6.4.1) generate knowledge and information for public dissemination.

6. Payment of Invoices by Credit Card

Canada requests that bidders complete one of the following:

() Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card(s) are accepted:

() VISA

() MasterCard

Or

() Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.



The Bidder is not obligated to accept payment by credit card. Acceptance or credit cards for payment of invoices will not be considered as an evaluation criterion.



PART 3 – BID PREPARATION INSTRUCTIONS

Bid Preparation Instructions

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

Section I: Technical Bid (4 hard copies)

Section II: Financial Bid (1 copy)

Section III: Certifications (1 copy)

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper, duplex printed on 30% recycled paper, Bids are to be submitted stapled only, no other kind of binding (e.g. Binders, duo tangs, plastic protectors) is needed;
- (b) use a numbering system that corresponds to the bid solicitation;

Section I: Technical Bid

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

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

Section II: Financial Bid

- 1.1** Bidders must submit their financial bid in Canadian funds (CDN) and in accordance with the basis of payment detailed in Annex B.
- 1.2** Bidders must submit a fixed price FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable.
- 1.3** When preparing their financial bid, bidders should review the basis of payment in Annex B and clause 1.2, Financial Evaluation in Part 4.

1- Professional fees: fixed price contract



2- Travel and Living Expense, if applicable: For each individual, bidders should indicate the number and cost of journeys, together with the basis of these costs, which must not exceed the limits of the Treasury Board (TB) Travel Directive. With respect to the TB Directive, only the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Directive http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/index_e.asp to “employees”, are applicable.

3- GST/HST, if applicable: any applicable GST and (or) HST is (are) to be shown separately.

1.4 Bidders should include the following information in their financial bid:

- 1 Their legal name;
- 2 The name of the contact person (including this person’s mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a) their bid; and
 - b) any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

1.1.2 Point Rated Technical Criteria

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

1.2 Financial Evaluation

1.2.1 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Proposed Presentation Sheet detailed in Annex B.

2. Basis of Selection

2.1 Basis of Selection - Highest Combined Rating of Technical Merit 60% and Price 40%

2.1.1 To be declared responsive, a bid must:

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

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

2.1.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): **$PS_i = LP / P_i \times 40\%$** . P_i is the evaluated price (P) of each responsive bid (i).

2.1.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): **$TMS_i = OS_i \times 60\%$** . OS_i the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

2.1.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: **$CR_i = PS_i + TMS_i$**

2.1.6 The responsive bid with the **highest combined rating** of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same



highest combined rating of technical merit and price, the responsive bid with the lowest evaluated price will be recommended for award of a contract.

The table below is an example only for Bidder 1:

		LEVEL OF COMPLEXITY	Column A Contract award to March 31 st ., 2015	Column B Option year 1 April 1 st , 2015 to March 31 st . 2016	Column C Option year 2 April 1 st , 2016 to March 31 st . 2017
LINE 1	Legal Specialized Translation from French to English and from English to French	Moderate	\$ 0.25 / word	\$ 0.26 / word	\$ 0.27 / word
LINE 2	Legal Specialized Translation from French to English and from English to French	High	\$ 0.26 / word	\$ 0.27 / word	\$ 0.28 / word
LINE 3	Legal Specialized Translation from French to English and from English to French	Very high	\$ 0.27 / word	\$ 0.28 / word	\$ 0.29 / word
LINE 4	TOTAL Lines 1 + 2 + 3		\$ 0.78	\$ 0.81	\$ 0.84
LINE 5	Urgent Legal Specialized Translation from French to English and from English to French	Moderate	\$ 0.30 / word	\$ 0.31 / word	\$ 0.32 / word
LINE 6	Urgent Legal Specialized Translation from French to English and from English to French	High	\$ 0.31 / word	\$ 0.32 / word	\$ 0.33 / word
LINE 7	Urgent Legal Specialized Translation from French to English and from English to French	Very high	\$ 0.32 / word	\$ 0.33 / word	\$ 0.34 / word
LINE 8	TOTAL Lines 5 + 6 + 7		\$ 0.93	\$0.96	\$ 0.99
		(Line 4, column A + Line 4, column B + Line 4, column C) x 80%			



		$\frac{+ \text{ (Line 8, column A + Line 8, column B + Line 8, column C) X 20\% }}{3 \text{ years}}$
		$\frac{(0.78 + 0.81 + 0.84) \times 80\% + (0.93 + 0.96 + 0.99) \times 20\%}{3 \text{ years}}$
	Bidder 1 cost (For evaluation purposes only)	$(\$2.43 \times 80\% + 2.88 \times 20\%) / 3 =$ $(\$1.944 + \$0.576) / 3 =$ $\$2.52 / 3 =$ $\$0.84$
	Bidder 2 cost	\$0.90 (for evaluation purposes only)
	Bidder 3 cost	\$1.00 (for evaluation purposes only)

2.1.7 The table below illustrates an example where the selection of the contractor is determined by a 60/40 ratio of the technical merit and price, respectively.

Formula:

$$\frac{\text{Bidder's rated score}}{\text{Highest rated score bidder}} \times 60 + \frac{\text{Lowest Bidder price}}{\text{Bidder's price}} \times 40$$

Example:

	Bidder A	Bidder B	Bidder C
Description			
Total technical score of bidder / 100	80	85	90
Bidder proposed price	\$0.84	\$0.90	\$1.00

Total score for final evaluation:

Bidder	Technical score	Price score	Total scores
Bidder A	$(80 / 90) \times 60 = 53.33$	$(\$0.84 / \$0.84) \times 40 = 40$	93.33
Bidder B	$(85 / 90) \times 60 = 56.66$	$(\$0.84 / \$0.90) \times 40 = 37.33$	93.99
Bidder C	$(90 / 90) \times 60 = 60$	$(\$0.84 / \$1.00) \times 40 = 33.60$	93.60

In this example, **Bidder B** will be recommended for the award of the contract.



ATTACHMENT 1 TO PART 4 TECHNICAL CRITERIA

1.1.1 Mandatory Technical Criteria

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

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Requirements	Met	Not met	Page #	Details
M1 – Diplomas and general experience of the service provider(s) In their résumés, the translation <u>service provider(s)</u> must demonstrate that they have a university bachelor's degree in translation from a recognized Canadian university OR an official certificate from a recognized professional translators association such as the Ordre des traducteurs, terminologies et interprètes agréés du Québec and the Association of Translators and Interpreters of Ontario. A minimum of <u>fifteen (15) years of experience</u> providing translation services is required in addition to a university degree or an official certificate. <u>An attestation</u> of the official certificate or university degree must be provided. Failure to do so will result in the bid <u>deemed non-compliant</u> .				
M2 – Experience in specialized languages of the service provider(s) The <u>translation service provider(s)</u> must demonstrate they have <u>at least three (3) years of experience</u> translating legal specialized documents.				
M3 – Project experience The bidder must provide two (2) examples of texts in the specialized language, at least 2000 words each, and translated from French to English or from English to French in the past five (5) years. The samples must include the original document as well as the final text. Please note that these texts may also be submitted for criterion R1.				



1.1.2 POINT RATED REQUIREMENTS

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified in each of the point rated criteria will be declared non-responsive. Each point rated technical criterion should be addressed separately.



RATED REQUIREMENTS

R1 – Project Experience (64 points)

The bidder must demonstrate the expertise of the translation service supplier(s) who must have at least three (3) years of experience translating texts from French to English or from English to French in legal specialized language.

To demonstrate this experience, the bidder must provide, in its submission, two (2) examples of texts in legal specialized language, at least 2000 words each and translated in the past five (5) years.

Each of the texts will be evaluated based on the following scale:

- Appropriate vocabulary (i.e. quality of proposed equivalents) **(max: 8 points)**
- Fluidity of the translation **(max: 8 points)**
- Respect of editorial, orthographic, grammatical and typographical and language standards in the target language (English or French) **(max: 8 points)**
- Cultural adjustment to target language (English or French) **(max: 8 points)**

A maximum of **32 points** will be awarded for **each of the texts submitted**.

Points will be awarded subjectively based on the following scale:	Example of Text 1	Example of Text 2	Page #	Page #	Comments
8 points = Excellent No deficiency (minor or major)					
6 points = Very good Some minor deficiencies, no major deficiency					
4 points = Good Some minor deficiencies or at least one major deficiency					
2 points = Fair Many minor deficiencies, or at least one major deficiency					
0 points = No relevance Information missing					
Total points for each example of text	/32points	/32 points			
Total /64 points (48 min points: 24 min points for each example)					



RATED REQUIREMENTS

R2 – Translation of text (Annex D) (36 points)

The bidder must submit the translation of the 255-word text found in **Part 9 - Annex D** with an assessment of the level of complexity (see Annex B).

This translation will be evaluated based on the following scale:

- Appropriate vocabulary (i.e. quality of proposed equivalents) **(max: 9 points)**
- Fluidity of the translation **(max: 9 points)**
- Respect of editorial, orthographic, grammatical and typographical and language standards in the target language (English or French) **(max: 9 points)**
- Cultural adjustment to target language (English or French) **(max: 9 points)**

Maximum total points = **36**

Points will be awarded subjectively based on the following criteria:	Score	Page #	Comments
Excellent knowledge and understanding Information provided clearly demonstrates an in-depth understanding of the stated discussion topic. No deficiency (minor or major). (9 points will be awarded).			
Very Good knowledge and understanding Information provided demonstrates understanding of the stated discussion topic. Some minor deficiencies, no major deficiency. (6 points will be awarded).			
Good knowledge and understanding Information provided demonstrates some understanding of the stated discussion topic. Some minor deficiencies or at least one major deficiency. (4 points will be awarded).			
Limited knowledge and understanding Information provided demonstrates limited understanding of the stated discussion topic. Many minor deficiencies or at least one major deficiency. (2 points will be awarded).			
No knowledge and understanding Information provided demonstrates no understanding of the stated discussion topic. Information missing. (0 points will be awarded).			
Total /36 points (27min points)			

Total maximum technical points = 100

Overall minimum points required = 75

Total Bidder score =



PART 5 - CERTIFICATIONS

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

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

1. Certifications Required with the Bid

Bidders must submit as part of their bid the certifications included in Attachment 1 to Part 5, Certifications required with the Bid, duly completed.



ATTACHMENT 1 TO PART 5 CERTIFICATIONS REQUIRED WITH THE BID

1.1 Federal Contractors Program

1.1.1 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program for Employment Equity (FCP) and have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 permanent full time, part-time or temporary employees in Canada. Any bids from ineligible contractors will not be considered for award of a contract. Any bids from ineligible contractors will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ☐ is not subject to the FCP, having a workforce of less than 100 permanent full time, part-time or temporary employees in Canada,
- (b) ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c.44;
- (c) ☐ is subject to the requirements of the FCP, having a workforce of 100 or more permanent full time, part-time or temporary employees in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ☐ has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the [FCP](#) is available on the following HRSDC Website.

1.2 Former Public Servants Certification

1.2.1 Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

"Former public servant" means a former member of a department as defined in the Financial Administration Act, R.S. , 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:

- a) an individual;



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

"Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service.

"Pension" means a pension payable pursuant to the Public Service Superannuation Act, R.S., 1985, c. P-36 as indexed pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24.

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.

1.3 Status and Availability of Resources

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



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

1.4 Education and Experience

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

2. Certification

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

Signature

Date



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

There is NO security requirement associated with this requirement.



PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

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

All SACC clauses identified in the contract are issued by PWGSC and for the use of the Department of Justice.

2.1 General Conditions

2035 (2013-04-25), General Conditions - Services, apply to and form part of the Contract.

2.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____ **[insert name(s) of person(s)]**.

3. Security Requirement

There is NO security requirement associated with this requirement.

4. Term of Contract

4.1 Period of Contract

The period of the Contract is from date of Contract to March 31, 2015 and includes 2 (two) option years as follows:

Option year 1: April 1, 2015 to March 31, 2016

Option year 2: April 1, 2016 au March 31, 2017

4.2 Termination on Thirty Days Notice

1. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
2. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.



5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Valérie Nguyen
Senior Contracting Authority
Department of Justice
100 Metcalfe Street, URB-749
Ottawa, ON, K1A 0H8
Telephone: 613-302-2506
Facsimile: 613-941-0220
E-mail: valerie.nguyen@justice.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

To be identified at Contract award.

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

5.3 Contractor's Representative

To be determined.

6. Payment

6.1.1 Basis of Payment

For the Work described in Statement of Work in Annex A:

For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Travel and Living Expenses

There is NO travel required.



6.3 Method of Payment

The contractor will translate all documents submitted on a per-word rate based on the number of words in the original text to be translated. He must provide the technical authority with an estimate specifying the accepted rate per-word and the total cost of the translation request. After submitting the estimate, he must have the technical authority's approval before starting to translate.

Payment will be made within 30 days following the Project Authority's reception and acceptance of a detailed invoice. An invoice must be submitted and approved for each translation request carried out for the duration of the resulting contract.

6.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C0305C (2008-05-12), Cost Submission
A9116C (2007-11-30), T1204 Information Reporting by Contractor

7. Invoicing Instructions

Payment will only be made on receipt of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.

Invoices must be submitted on the Contractor's own invoice form and must be prepared to show:

- a. the date;
- b. name and address of the CONSIGNEE;
- c. item/reference number, deliverable and/or description of work;
- d. contract serial number and financial codes;
- e. the amount invoiced (exclusive of the Goods and Services Tax [GST] or Harmonized Sales Tax [HST] as appropriate) and the amount of GST or HST, as appropriate, shown separately;

8. Certifications

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

9. Applicable Laws

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

10. Priority of Documents

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



- (a) the Articles of Agreement;
- (b) the supplemental general conditions;
- (c) the General Conditions 2035 –Services (2013-04-25);
- (d) Annex “A”, Statement of Work
- (e) Annex “B”, Basis of Payment;
- (f) Annex “C” Non Disclosure Agreement
- (g) Annex “D” Text to translate in reference to rated criteria C2
- (h) the Contractor's bid dated _____

11. Insurance

SACC Manual clause G1005C (2008-05-12) Insurance

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

12. Foreign Nationals (Canadian Contractor)

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

13. Non-Disclosure

SACC Manual clause A9126C (2010-08-16), Non-Disclosure Agreement



STATEMENT OF WORK

1. Title

Specialized legal translation services to support projects of the Legal Dualism Team of the Department of Justice.

2. Objective

The Legal Dualism Team of the Department of Justice requires legal specialized translation services that produce high-quality work within the deadlines provided. Translation is from French to English and English to French in a legal context in property law.

3. Background

The Legal Dualism Team requires specialized legal translation services and more particularly in the field of property as part of its research and analysis work.

4. Scope

The Contractor will provide specialized legal translation services from French to English and English to French under the research and analysis mandate of the Legal Dualism Team of the Department of Justice. The purpose of the Request for Proposal (RFP) is to provide these services as required through one (1) contract. These services may be requested from the Contract holder until 2013.

5. Tasks

Translate all documents, including tables, icons, graphs and illustrations that will be provided in accordance with the terminology established in the property law. In particular, but without limiting the scope of the work, the Contractor is required to undertake the following tasks/activities:

- a) Carry out the necessary terminological research in each discipline
- b) Ensure that the terminology chosen is standardized and consistent in all of the translated documents.
- c) Monitor the quality and accuracy of the translations before submitting the work to the Project Authority.
- d) Ensure that the meaning of every translated document corresponds with that of the original text.
- e) Ensure that the translations respect the style and level of language for the nature of the document.
- f) Consult the reference documents and tools provided by the Legal Dualism Team as well as relevant reference materials from other sources when necessary.

Note: By "translation" we mean that the activity results in the drafting of an original text in the requested target language.



6. Deliverables

The contractor agrees to deliver the translations within the deadlines agreed upon with the Project Authority for each translation request for the duration of the contract.

The Legal Dualism Team of DOJ Canada does not guarantee any specific volume of work to the contractors retained under the contract.

7. Receiving and Transmitting Texts

Texts to be translated will be sent to the Contractor by email, and once translated, shall be sent in the same fashion to the Project Authority. In the case that the texts are lengthy or when the work requires a specific documentation, the Project Authority shall see to deliver the texts to the Contractor by email, disk(s) or CD-ROM(s). The complete processed text shall be transmitted by email or CD-ROM(s) to the Project Authority, at the Contractor's charge.

8. Required software and layout

The Contractor shall deliver the work in the format, style and layout of the original document, using the same software version for which the text was originally sent. All work must have the same font of the text to be translated and must be usable "as is," without any intervention by the Project Authority. Usually, texts will be provided in conventional word processing and spreadsheet formats. Examples of common programs and formats include, but are not limited to, Microsoft Word, HTML, Visio, PowerPoint and Excel. The Contractor must at a minimum have version 2002–2003 of Microsoft Office Suite.

The Contractor shall also use virus detection and elimination systems and shall not use unconventional codes in word processing, tables, etc. The Contractor agrees to take the necessary measures to ensure the delivery of its materials on electronic media or systems that are free of viruses.

Conversions to or from other electronic formats (other than those specified by the Project Authority in the contract) will not be accepted in any form. Consequently, it is not permissible to convert the text from one type of system or software to another (for example, from a Macintosh to an IBM - compatible or from Microsoft Word to WordPerfect) unless there has been some alternate arrangement with the Project Authority.

9. Supplies and equipment

The Contractor must have all the necessary equipment, supplies, services, software and instruments to perform the work.

The Contractor must have access to a working fax machine and the Internet for receiving and transmitting texts and for the use of reference tools.

10. Quality control

All deliverables and services rendered under this requirement are subject to inspection by the Justice Canada's Departmental Representative or a designated representative. Should any deliverable not be to the satisfaction of the Project Authority as submitted, said representative has the right to request correction before payment is authorized.

If a Contractor submits three (3) unsatisfactory texts to Justice Canada that do not meet the quality criteria outlined below (Evaluation of Texts), Justice Canada may exercise its rights, including, but not limited to, returning the work to the Contractor for revision at no additional cost to Justice Canada or requesting that the individual/company be disqualified from the contract. Information regarding the Contractor's unsatisfactory work will be sent in writing by the Project Authority to the Contractor.



Evaluation of Texts:

In its work, the Contractor shall use the style, cultural context and language level appropriate to the target reader as identified by the Departmental Representative and render accurately the message of the source text. Justice Canada, where possible and necessary, will provide previously translated text and/or other reference material related to the document to be translated. Criteria for quality are deemed as, but not limited to, the following:

- There should be no major mistakes (especially mistranslation, misinterpretation, mistakes in figures, omission leading to serious implication).
- The translated document must conform to the format of the original document.

The work shall be submitted in the required format and software specified in section 8, and must use a uniform and accurate style and terminology so that it can be used without costly or time-consuming modification.

11. Contractor's obligations

In addition to the requirements specified in the Statement of Work, the Contractor shall:

- Immediately inform the Departmental Representative, in writing, should the Contractor believe that any product cannot be delivered on time or on budget, and make appropriate suggestions to correct the situation;
- Monitor the proposed personnel's performance to ensure that the work is completed on time, on budget, and to the satisfaction of DOJ;
- Abide by the laws, codes and by-laws of the Department of Justice Canada and of the Government of Canada, as well as by the applicable policies and procedures, together with the codes and directives of the Canadian Translators, Terminologists and Interpreters Council (CTTIC).

12. Department of Justice obligations

The Department of Justice will provide to the Contractor the following:

- Access to Justice Canada's representatives as required for the successful provision of translation
- Access where possible and if necessary, to previously translated text and/or other reference material related to the documents to be translated in order to ensure consistency of terminology
- Comments, revisions and draft deliverables within a time frame mutually agreed upon as reasonable by the Contractor and the Departmental Representative
- The timing and specific deliverables to be translated.

13. Constraints

The Contractor will be required to provide translation services in spite of the following constraints:

- The Department of Justice will require, on occasion, a 24 hour turnaround time or less of the deliverable.



ANNEX B

BASIS OF PAYMENT

The resulting contract will be issued on a cost reimbursable basis, GST/PST or HST extra. Costs in the proposal must be broken down per fiscal year as follows:

Word rates: Bidders must indicate the proposed word rate for each service requirement including French to English and English to French regular and rush rates. Proposed word rates must be all-inclusive. Although detailed support for the rates is not requested at this time, you should be prepared to substantiate the proposed rates.

Legal Specialized translation: Specialized legal translation services. This involves translating texts that contain a considerable amount of specialized terminology or that deal with abstract or complex concepts. The per-word cost will be calculated for each individual request according to the following criteria:

Moderate level of complexity: The document has **basic** legal specialized language, mainly general language and deals with **practical issues** in law and social sciences (linguistics and sociology).

High level of complexity: The document has **moderately difficult** legal specialized language, less general language and deals with **mixed (practical and theoretical) issues** in law and social sciences (linguistics and sociology).

Very high level of complexity: The document has **very difficult** legal specialized language, very little general language and deals with **theoretical issues** in law and social sciences (linguistics and sociology).

Urgent translation: Urgent translation services (during normal working hours – 8:00 a.m. to 4:00 p.m.). The per-word cost will be calculated for each individual request according to the following criteria: (1) time required to complete the work and (2) length of the document to be translated. For the level of complexity, please refer to the scale for "specialized translation."



FINANCIAL PROPOSAL PRESENTATION SHEET

In a separate **sealed** envelope, Bidders must provide a Total Quoted Price, inclusive of all expenses.

The resulting contract will be issued on a cost reimbursable basis (GST/HST extra).

Costs in the proposal must be broken down per fiscal year as follows:

Bidders are required to quote using Table A. For term definitions, refer to Part 4, Section 2.1.3:

$$PSi = LP / Pi \times 40\%$$

TABLE A

	LEVEL OF COMPLEXITY	Column A Contract award to March 31 st , 2015	Column B Option year 1 April 1 st , 2015 to March 31 st , 2016	Column C Option year 2 April 1 st , 2016 to March 31 st , 2017
Legal Specialized Translation from French to English and from English to French	Moderate	\$ ____ / word	\$ ____ / word	\$ ____ / word
Legal Specialized Translation from French to English and from English to French	High	\$ ____ / word	\$ ____ / word	\$ ____ / word
Legal Specialized Translation from French to English and from English to French	Very high	\$ ____ / word	\$ ____ / word	\$ ____ / word
Urgent Legal Specialized Translation from French to English and from English to French	Moderate	\$ ____ / word	\$ ____ / word	\$ ____ / word
Urgent Legal Specialized Translation from French to English and from English to French	High	\$ ____ / word	\$ ____ / word	\$ ____ / word
Urgent Legal Specialized Translation from French to English and from English to French	Very high	\$ ____ / word	\$ ____ / word	\$ ____ / word



ANNEX C

Non-Disclosure Agreement

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No:

_____.

Signature

Date



ANNEX D

TEXT TO TRANSLATE IN REFERENCE TO RATED CRITERIA C2

Level of complexity: _____

TEXT: RĚM

À cause de la concurrence du substantif *causa* qui a eu une évolution analogue à celle de *rēs* et qui a lui aussi pris le sens de «chose» dans une acception générale, le lexème *rēs* a été peu à peu supplanté par *causa*, dont l'usage était initialement restreint au domaine juridique¹.

Lorsque *rēs* fut supplanté par *causa* dans l'usage populaire à l'époque du latin vulgaire, seule survécut la forme à l'accusatif singulier *rēm* et ce, uniquement dans le sens de «rien» ainsi que dans certaines expressions figées².

La forme *rēm* dérivera d'ailleurs pour donner le terme d'ancien français *rien* dès 9803 ou au XI^e siècle⁴, selon les sources, de même que ses autres formes alternatives, qui permettront la naissance de l'adverbe *rien* tel que connu en français moderne⁵.

On passe ici du sens complet de «chose» au sens d'«absence de chose», de «non-être», au moment où *res* a été supplanté dans l'usage par le substantif *causa*. La chose (*rēm*) est considérée ici dans son occurrence et non dans son essence. Le sens de «rien» réfère à l'inexistence ou au non-être de celle-ci dans une situation particulière, dans un lieu et un temps déterminé. Une telle évolution des sens de *chose* a aussi été observée en français moyen où le terme *rien* (dont l'étymon latin est *rēs*) s'est fait supplanter par le substantif *chose* (dont l'étymon est *causa*) dans le sens moderne de «chose», de réalité tangible, pour ne survivre lui-aussi que dans son acception signifiant l'absence d'une telle réalité tangible.

1 ERNOUT, A., A. MEILLET et Jacques ANDRÉ. *Dictionnaire étymologique de la langue latine : histoire des mots*, 4^e éd., Paris, Klincksieck, 1967, p. 571.

2 *Ibid.*

3 DUBOIS, Jean. *Lexis Larousse de la langue française*, Paris, Larousse, 2009, p. 1582.

4 GREIMAS, Algirdas Julien. *Ancien français, La langue du Moyen Âge, de 1080 à 1350*, Paris, Larousse, 2007, p. 528.

5 DUBOIS, Jean, Henri MITTERAND et Albert DAUZAT. *Grand dictionnaire étymologique et historique du français*, Paris, Larousse, 2005, p. 848.