

REQUEST FOR PROPOSAL (RFP)

4M005-14-0064

TRANSLATION AND EDITING SERVICES

FOR THE

TRANSPORTATION SAFETY BOARD OF CANADA (TSB)

Bidder instructions

1. Summary

Transportation Safety Board of Canada (TSB) requires, on an as-and-when-required basis, French-English and English-French translation services and/or French and/or English editing services.

The period of the Contract is from April 1, 2015 to March 31, 2018 inclusive. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year periods under the same conditions.

2. Debriefings

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

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

3. 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.

4. The 2003 (2014-06-26), Standard Instructions - Goods or Services - Competitive Requirements <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/18>, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred and eighty (180) days

5. Submission of Bids

Bids must be received by the date, time and place indicated on page 1 of the bid solicitation. Bids transmitted by electronic mail will not be accepted.

Bid Preparation Instructions

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

- a) Technical Bid (4 hard copies) *and* 2 soft copies on *CD*;
- b) Financial Bid (2 hard copies) *and* 2 soft copies on *CD*;
- c) Diplomas (2 hard copies); and
- d) Additional Information (2 hard copies).

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

2. 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; and
- b) use a numbering system that corresponds to the bid solicitation.

3. Green Procurement

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#) .

To assist Canada in reaching its objectives, bidders should:

- a) use paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- b) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

4. Technical Bid

Bidders should include the following information in their bid:

- a) Their legal name;
- b) Their Procurement Business Number (PBN); and
- c) 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:
 - i. their bid; and
 - ii. any contract that may result from their bid.

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	Meet	Does Not Meet
<p>M2 Bidders MUST present at least three (3), but no more than five (5) resources.</p> <p>Of the bidders proposed resources, only the best (3) qualified resources will be retained.</p> <p>Of the Bidder's qualified resources, at least one MUST consider English to be his or her first language and at least one MUST have French as a mother tongue.</p>		
<p>M1 The Proposed Resources must demonstrate that she or he possesses at least three (3) years' experience, for the federal government or provincial, in translation and/or editing services within the past (five) 5 years prior to bid closing.</p>		
<p>M3 The Proposed Resources must demonstrate that she or he is capable to work during the week, nights and weekends upon request.</p>		
<p>M4 The Proposed Resources must provide 2 references for the translation and editing services work to attest to the resources capability of translating up to 1,200 words per regular working day (7.5 hours) and/or editing up to 1,400 words per regular working day (7.5 hours). Also that the resources must be capable of sending/receiving emails of up to 6 MB and have easy access to a reliable fax machine.</p> <p>Company name: Contact name: Phone number: Email:</p>		
<p>M5 The Bidder must demonstrate the methodology and approach on the procedures of the translation and editing services as per the Statement of Work (SOW).</p>		
<p>M6 All the proposed resources must provide an accredited university degree diploma prior to bid closing.</p>		
<p>M7 As per section 3 of the Resulting Contract Clauses, before contract award the bidder and the resources must hold the required security requirements.</p>		

5. Financial Proposal Evaluation

Financial evaluations will only be performed on proposals that are technically responsive. A technically responsive bid is one in which at least three (3) Resources meet all of the mandatory criteria.

Pricing Schedule

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all inclusive fixed rate per word (in Cdn \$) for each of the translation and editing categories identified.

For services on “an as and when requested” basis:

Translation Speed	Initial period (April 1, 2015 to March 31, 2018) Rate per Word	Option Period 1 (April 1, 2018 to March 31, 2019) Rate per Word	Option Period 2 (April 1, 2019 to March 31, 2020) Rate per Word
Regular			
Rush			

Editing Speed	Initial period (April 1, 2015 to March 31, 2018) Rate per Word	Option Period 1 (April 1, 2018 to March 31, 2019) Rate per Word	Option Period 2 (April 1, 2019 to March 31, 2020) Rate per Word
Regular			
Rush			

The Bidder will bid a firm ‘per word’ rate for each of the twenty-four (12) sections of the two grids below.

Translation Speed	Initial Period	Option Period 1	Option Period 2
Regular ¹	A	B	C
Rush ²	G	H	I

Editing Speed	Initial Period	Option Period 1	Option Period 2
Regular	A2	B2	C2
Rush	G2	H2	I2

Then, an overall ‘per word’ rate will be calculated according to the following formula:

$$((A+B+C) / 3 * 80\%) + ((G+H+I) / 3 * 20\%) = \text{Per Word Rate for Translation}$$

$$((A2+B2+C2) / 3 * 80\%) + ((G2+H2+I2) / 3 * 20\%) = \text{Per Word Rate for Editing}$$

$$\text{Overall Per Word Rate} = (\text{Per Word Rate for Translation} * 80\%) + (\text{Per Word Rate for Editing} * 20\%)$$

¹ Regular speed refers to work undertaken Monday to Friday (except on statutory holidays) between the hours of 7 a.m. and 5 p.m. at a rate of no more than 1,200 words/day for translating and 1,400 words/day for editing.

² Rush speed refers to work undertaken at all other times or in volume greater than 1,200 words/day for translating or 1,400 words/day for editing.

The chart below provides an example of the calculation of the Overall 'Per Word' Rate.

Translation Speed	Initial Period	Option Period 1	Option Period 2
Regular	0.27	0.28	0.30
Rush	0.33	0.34	0.36

Editing Speed	Initial Period	Option Period 1	Option Period 2
Regular	0.22	0.23	0.25
Rush	0.28	0.29	0.31

Overall Per Word Rate Calculation

Translation = $((0.27 + 0.28 + 0.30) / 3 * 80\%) + ((0.33 + 0.34 + 0.36) / 30 * 20\%) = 29.52\text{¢ per}$

Editing = $((0.22 + 0.23 + 0.25) / 3 * 80\%) + ((0.28 + 0.29 + 0.31) / 3 * 20\%) = 24.52\text{¢ per word}$

Overall per word Rate = $(29.52\text{¢} * 0.80) + (24.52 * 0.20) = 28.52\text{¢}$

Evaluation Procedures and Basis of Selection

Basis of Selection - Lowest Evaluated Price

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive.

The responsive bid with the lowest evaluated price will be recommended for award of a contract.

Additional Information

1 Security Requirement:

- 1.1** Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 1.2** Bidders will provide the name of all proposed resources who will require access to classified or protected information, assets or sensitive work sites; and
- 1.3** the address (es) containing the information below of proposed location(s) of work performance or document safeguarding.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State / Country

Postal Code / Zip Code

TSB will not sponsor suppliers or resources for security requirements. It is the responsibility of the suppliers to request and ensure the security requirements. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.

2 Solicitation documents and regret letters for unsuccessful bidders

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca.

3 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by [the supplier or the contractor or the name of the entity awarded this contract] respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca.

4 Former Public Servant

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

Definitions

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

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

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

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

4.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

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

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

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with *Contracting Policy Notice: 2012-2* and the *Guidelines on the Proactive Disclosure of Contracts*.

4.3 Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive Yes () No ()

If so, the Bidder must provide the following information:

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

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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

5 Enquiries - Bid Solicitation

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

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

6 Applicable Laws

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

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

7 Basis for Canada's Ownership of Intellectual Property

The TSB has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds: (g) the Crown has opted to own the Intellectual Property Rights in Foreground Information which consists of material subject to copyright except computer software or any documentation pertaining to such software.

Resulting Contract Clauses

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in 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>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2014-06-26), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Security Requirement

3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract: SECURITY REQUIREMENT FOR CANADIAN SUPPLIER PWGSC FILE #4M005-14-0064

The Contractor is responsible at all times during the performance of the Contract, ensure that a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.

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).

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 per-formed at the level of PROTECTED B.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

The Contractor must comply with the provisions of the:

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

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from April 1, 2015 to March 31, 2018 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 1 calendar day before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4.3 Termination on Thirty Days Notice

4.3.1 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.

4.3.2 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.

4.4 Termination for Default

In the event that the contract is Terminated for Default <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/8/135/15> TSB reserves the right to contract with the second ranked compliant bidder in the bidders' order of ranking. If that Bidder confirms in writing that it is unable contract with TSB, the request to contract will be forwarded to the next highest ranked bidder in the bidders' order of ranking until another bidder in the ranking can contract with TSB. If no contractor in the ranking can perform the task, Canada reserves the right to acquire the required Work by other means.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:
TSB Contracting Authority
Pierre Rocan
Transportation Safety Board of Canada
Place du Centre
200 Promenade du Portage, 4th floor
Gatineau, Quebec K1A 1K8
Telephone Number: (819) 994-8030
E-mail: pierre.rocan@bst-tsb.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:

Name: _____
 Title: _____
 Organization: _____
 Address: _____

 Telephone: ___ - ___ - ___
 Facsimile: ___ - ___ - ___
 E-mail address: _____

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

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: ___ - ___ - ___
 Facsimile: ___ - ___ - ___
 E-mail address: _____

6 Payment

6.1 Method of Payment

For the Work described in the Statement of Work in Annex A and for the Work specified in an authorized TA subject to a limitation of expenditure

6.2 Basis of payment

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

6.3 Professional Fees

The Contractor will be paid all inclusive fixed word rates as follows:

For services on "an as and when requested" basis:

Translation Speed	Initial period (April 1, 2015 to March 31, 2018) Rate per Word	Option Period 1 (April 1, 2018 to March 31, 2019) Rate per Word	Option Period 2 (April 1, 2019 to March 31, 2020) Rate per Word
Regular			
Rush			

Editing Speed	Initial period (April 1, 2015 to March 31, 2018) Rate per Word	Option Period 1 (April 1, 2018 to March 31, 2019) Rate per Word	Option Period 2 (April 1, 2019 to March 31, 2020) Rate per Word
Regular			
Rush			

With the exception of an all-inclusive fixed word rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority.

6.4 Monthly Payments

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

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

6.5 SACC Manual Clauses

A9116C (2007-11-30), T1204 Information Reporting by Contractor
H3027C (2010-01-11), Payment of Invoices by Credit Card

6.6 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

6.7 Invoicing Instructions

- 6.7.1** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 6.7.2** Instruction to contracting officers: Use the following paragraph when invoices must be accompanied by supporting documents. The documents listed are examples only and must be revised to reflect the requirement. Delete this paragraph if no supporting documents are required.
- 6.7.3** Each invoice must include:
A copy of translated and edited word count sheets claimed;
- 6.7.4** Invoices must be distributed as follows: a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7. Certifications

7.1. Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the

Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8. Applicable Laws

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

9. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2014-06-26) General Conditions - Higher Complexity - Services;
- (c) Annex A Statement of Work;
- (d) Basis of Payment;
- (e) the signed Task Authorizations (including all of its annexes, if any); and
- (f) the Contractor's bid dated _____ *(insert date of bid)* *(If the bid was clarified or amended, or both insert at time of contract award, as applicable: “, as clarified on _____ ” “and” “, as amended on _____ ” and insert the applicable date(s)*

10. SACC Clauses

B2010C (2008-05-12), Unauthorized Codes

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

B2008C (2013-11-06), Government of Canada Web and Email Standards

ANNEX A

STATEMENT OF WORK

1.0 TITLE

Translation and Editing Services

2.0 OBJECTIVE

The TSB requires translation and editing services for its Corporate Services Branch. The materials to be translated and/or edited will originate from various sectors including, but not limited to, Human Resources, Finance, Contracting, Information Management, IT and Legal. Materials may be translated from English to French and vice versa, and editing may be required in either of Canada's official languages. The TSB also requires technical translation and technical editing services for more complex translation and editing services.

3.0 BACKGROUND

The Transportation Safety Board of Canada (TSB) is a small organization with approximately 230 employees and the mandate to advance safety in the marine, rail, pipeline and aviation modes of transportation by:

- 3.1 conducting independent investigations and, if necessary, public inquiries into transportation occurrences in order to make findings as to their causes and contributing factors;
- 3.2 reporting publicly on its investigations and public inquiries and on the related findings;
- 3.3 identifying safety deficiencies as evidenced by transportation occurrences; and
- 3.4 making recommendations designed to eliminate or reduce any such safety deficiencies.

Further information about the TSB can be found on our website at www.tsb.gc.ca.

4.0 SCOPE OF WORK

The Contractor must (on an as-and-when-required basis) provide French-English and English-French translation services and/or French and/or English editing services for the Transportation Safety Board of Canada.

For each task authorization that the Contractor is issued and accepts, the Contractor must:

- 4.1 Ensure timely reception of source materials and reference materials from the TSB by maintaining an active and reliable email service.
- 4.2 Follow the specified format, content, style, level of language, terminology and other relevant document specifications detailed in the Task Authorization.
- 4.3 Consult reference materials provided by the TSB, when available, and other relevant reference materials available from other sources.
- 4.4 Consult with the TSB contact person(s) identified in the Task Authorization or the TSB Project Authority, to clarify content as required in the context of providing translation/editing services.
- 4.5 Translate/Edit TSB documents. Whenever possible, the Contractor will distribute the documents to be translated/edited so that the target language of the translation/editing is the maternal language of the Resource working on the project.
- 4.6 Provide the TSB with a translation that meets the required service standards detailed in sections 5 and 6 of Appendix A.
- 4.7 Ensure the timely delivery of the translated/edited document at the time, date and location (usually email), and under the conditions specified in the Task Authorization.
- 4.8 Maintain a strict standard of quality control and provide services in accordance with best practices.

5.0 DELIVERABLES

When issued with a Task Authorization document by the TSB to provide French-English translation services and/or English-French translation services and/or English editing services and/or French editing services, the Contractor must respond acceptance within 16 hours of working days.

The Contractor must submit the following deliverables to the TSB Project Authority within the established time frame:

5.1 All translation and editing services must follow the format, font and layout as the original text, and be completed with the same software. The translation/editing must be ready for use (i.e. free of comments, questions and/or notes) upon delivery to the TSB.

5.2 As much as possible, the Contractor/Firm will distribute the documents to be translated/edited in such a way that the target language of the translation/editing is the maternal language of the Resource working on the project.

5.3 Specifications and Standards

The Contractor must provide the deliverables specified within each Task Authorization according to the following specifications and standards:

5.3.1. Language

The Contractor must master English and French, including mastery of grammar, usage, the principles of composition, and style conventions in common use within the federal government.

5.3.2. Volume of Work

Publishing demands and volume are unpredictable. From time to time, the TSB may ask the Contractor to work more than 8 hours in one day or to work over a weekend due to tight deadlines.

Regular speed rates will be billed for work undertaken Monday to Friday (except on statutory holidays) between the hours of 7 a.m. and 5 p.m. at a rate of no more than 1,200 words/day for translating and 1,400 words/day for editing. Rush speed rates will be billed for work undertaken at all other times or in volume greater than 1,200 words/day for translating or 1,400 words/day for editing.

5.3.3. Word Count for Translation and Editing

A word is defined as a contiguous series of letters. Numbers that appear in the text are considered words and must also be translated.

The TSB Project Authority will provide the Contractor with an estimated word count with each Task Authorization for the translation or editing of entire texts. The Contractor will be responsible for verifying the word count upon receipt of the text. Should the word count be considered inaccurate, the Contractor will contact the TSB Project Authority immediately, before starting the translation/editing.

5.3.4. Format and Software for Translation

The work will be done in electronic format with the same software as that used to produce the original text, unless specified otherwise by the TSB Project Authority Coordinator in the Task Authorization.

Other electronic formats (other than specified by the TSB) will not be accepted. Consequently, it will not be possible for the TSB to convert texts from one type of system or software application to another (e.g. from a Macintosh to an IBM-compatible or from Microsoft Word to WordPerfect). Similarly, the application versions used by the Contractor must be compatible with those used by the TSB, unless an alternative arrangement has been made with the TSB Project Authority.

At all times, the Contractor must use standard, commercially available data compression software (i.e. PKZip, WinZip, etc.) to transmit lengthy texts. If the compressed file is still too big to be e-mailed, the Contractor must copy it onto a compact disk or memory stick and send it by courier at his or her own expense.

At all times, the Contractor must use virus detection and elimination software to ensure the delivery of virus-free files.

Should the translation work be delivered in person or by courier, the work must be delivered in both electronic and paper formats.

5.4. Quality Standard

The work must be done to the satisfaction of the TSB Project Authority Coordinator and TSB Client and in accordance with the instructions provided within the Task Authorization. In view of the nature of the documents, the Contractor must have a quality control system in place, and the quality of the translation must meet the following standards:

5.4.1. Translations must be completed using a style and level of language that is consistent with the nature and end use of the document.

5.4.2 The Contractor will ensure standardization and consistency of terminology by assigning only TSB-tested and authorized individuals to a document or group of documents.

5.4.3 The Contractor must ensure that the translation/editing is standardized when using the services of more than one pre-qualified translator/editor, while respecting TSB's established timelines.

5.4.4. Translations/Editing projects must meet the service standards detailed in the section: Required Service Standards and Remedies for Non-performance.

5.4.5. Documentation, Terminology and Resource Person

The TSB will provide the Contractor with the name of a TSB resource person for each text to be translated and/or edited.

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 TSB, and to provide the TSB Project Authority Coordinator with any new terminology resulting from special projects.

5.4.6. Equipment and Supplies

The Contractor will supply all of the tools, equipment, hardware, supplies, software and services required to carry out the work. The Contractor must have access to a working fax machine and a reliable e-mail service allowing the receipt and return of large files (up to 6 MB).

5.4.7. Inspection and Acceptance of Deliverables

All deliverables and services rendered under this requirement are subject to inspection by the TSB Project Authority Coordinator or a designated representative. Should any deliverable not be to the satisfaction of the TSB Project Authority Coordinator or TSB Client, the TSB Project Authority Coordinator will have the right to reject it or require correction before payment will be authorized (please refer to the section Required Services Standards and Remedies for Non-Performance).

The contracting firm must provide the name of each individual resource (translator/editor) who has worked on documents submitted to the TSB. The TSB must have qualified these resources for the work as part of this Request for Proposal process. The name(s) and contact information of the individual resource(s) must be clearly indicated on the covering sheet or in the covering e-mail message to be submitted with the completed work of each Task Authorization.

The Contractor must provide the services of the personnel named in the Task Authorization to perform the work, unless the Contractor is unable to do so for reasons beyond his or her control. For more information about contractor service delivery and personnel, see section Contractor Personnel.

5.5. Reporting Requirements

All services and deliverables specific to each Task Authorization will be provided to TSB according to the following:

5.5.1 Availability and Deadlines

The Transportation Safety Board's regular working hours are from 7:00 a.m. to 5:00 p.m. Monday to Friday (EST/EDT). The Contractor may be required to be available for the delivery of services outside these regular working hours, on weekends and on statutory holidays. All urgent (rush) work is to be pre-authorized as such by the TSB Project Authority.

Every effort will be made by the TSB to provide the Contractor with reasonable deadlines. If for reasons outside his or her control, the Contractor is unable to meet the established deadline, he or she must contact the TSB as early as possible before the deadline to make other arrangements.

5.5.2 Pick-up and Delivery

Normally, texts for translation/editing will be sent to the Contractor and the completed work returned to the TSB by electronic means, at the discretion of the TSB. In the case of lengthy texts or work requiring particular documentation, the TSB may require the Contractor to deliver the work to the address indicated below (either in person or by courier..

Transportation Safety Board of Canada
200 Promenade du Portage, 4th Floor
Gatineau, Quebec K1A 1K8

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

5.6.1 The TSB Project Authority's Coordinator will contact the Contractor through e-mail by sending the Contractor a Task Authorization requesting his or her services and providing the details of the requested work (type of service, length and nature of the text, required return date, etc.). The TSB Coordinator will also indicate how and where the text is to be returned, whether the completed text is to be delivered in installments and the related conditions. The Contractor will then accept the request for service, ask for amendments, or refuse the request for service. The Contractor will dispose of a maximum of 24 hours to come to a decision. Upon agreement, the number of words in the document will be used as the basis for payment for the translation/editing of the document in question.

5.6.2 Once the Contractor and the TSB Project Authority's Coordinator have agreed on the terms and conditions of the requested work, the Contractor will return the Task Authorization by e-mail indicating his or her acceptance and the name of the individual(s) tasked to the project. The Contractor will carbon copy the TSB Client.

5.6.3 The TSB Project Authority's Coordinator will then send the document to be translated/edited and any reference material by e-mail or courier as applicable.

6.0 Required Service Standards and Remedies for Non-Performance

6.1 Definitions

In the provision of translation services, the Contractor must comply with TSB's service standards based on the following definitions of major errors and minor error:

6.1.2 Major Errors

Major errors include, but are not limited to, factual errors introduced by the Contractor (including mistakes in tables and charts), critical omissions, gibberish, translation technical inaccuracies, 'faux-sens', opposite meaning and/or errors in formatting such that the intent or message of the original document is altered or strays from the original message. An error is considered major when it could have caused a complaint from a client or the public.

6.1.3 Minor Errors

6.1.4 Minor errors include errors in grammar, style, punctuation or spelling and/or minor omissions.

7.0 Required Service Standards

In delivering translation services, the Contractor must comply with the following service standards:

7.1 The Contractor shall submit completed work that contains no more than one (1) major error per 10 full pages of text. A document of less than 10 pages MUST be free of major errors.

7.1.2 The Contractor shall submit completed work that contains no more than one (1) minor error per 400 words.

7.1.3 The Contractor shall submit the requested work on time and in accordance with the deadlines established and agreed to by the TSB Project Authority and the Contractor at the time of the Task Authorization award.

8. TSB Support

The TSB will identify an authorized Project Authority Coordinator to whom the Contractor will report during the period of the Contract. The Project Authority Coordinator will be responsible for coordinating any and all Task Authorizations, providing as-required direction and guidance to the Contractor, and accepting and approving Contractor deliverables on behalf of the TSB.

The TSB Project Authority Coordinator will ensure that TSB employees are available to the Contractor as required to answer questions on content and on TSB standards and procedures.

9. Language of Work

In accordance with the terms of the accepted proposal, the Contractor will be capable of correspondence with the TSB in relation to this Contract in either or both official languages of Canada. However, all deliverables will be produced and delivered in the target language of the particular project, as specified in the Task Authorization.

As much as possible, the Contractor will allocate TSB projects to the pre-qualified resources for whom the target language of the project at hand is also the translator's/editor's native language.

10. Task Assignment and Authorization Procedures

The Contractor will not commence the work until he or she receives and accepts a Task Authorization sent by the TSB Project Authority's Coordinator. In accepting the Task Authorization (and indicating their acceptance by return e-mail), the Contractor agrees to conduct the work outlined within the time period stipulated in the Task Authorization.

The Contractor will dispose of 1 day (24 hours) to accept a Task Authorization.

11. LOCATION OF WORK

Work will be carried out at the Bidder's/Resource's location.

The Bidder and/or Resource must be available for meetings as requested by the Project Authority. When possible, meetings will take place at the Transportation Safety Board of Canada Headquarters or by telephone/teleconference.

12. TRAVEL

There will be no travel required during the entire duration of this contract.