



**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**RETURN BIDS TO:
RETOURNER LES SOUMISSION À :**

Procurement.Approvisionnement@cas-
satj.gc.ca

Title/Titre: Machine-Aided Translation Consultant **Solicitation No – N° de l'invitation** 5X001-14-1157

Date of Solicitation – Date de l'invitation
2015-02-27

Address Enquiries to – Adresser toutes questions à

Procurement.Approvisionnement@cas-satj.gc.ca

Telephone No. – N° de téléphone
613-240-5907

FAX No – N° de fax

Destination

Proposal To: Courts Administration Service

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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Service administratif des tribunaux judiciaires (SATJ)

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

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax/Quebec Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée/taxe de vente du Québec doit être indiqué séparément.

Solicitation Closes – L'invitation prend fin

At – à : 15h00 EST

On - le : April 10, 2015

Delivery required - Livraison exigée

Delivery offered - Livraison proposée

Vendor Name and Address - Raison sociale et adresse du fournisseur

Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)

Name/Nom _____ Title/Titre _____

Signature _____ Date _____



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Courts Administration Service administratif des
Service tribunaux judiciaires

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: 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 Annexes include the Statement of Work, the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Insurance Requirements, and any other annexes.

1.2 Summary

The Courts Administration Service (CAS) is looking to reduce its translation cost and the translation delays by using machine-aided translation systems. This Contract aims to procure the services of a consultant who will supply expertise to CAS for its machine-aided translation project.

The services of the Contractor will be from Contract award to March 31, 2016. The Contract will include an option to extend the contract up to a year. The estimated level of effort is 100 days during the Contract period and 50 days during the option year.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security



screening or security clauses, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website”.

For services requirements, Bidders must provide the required information as detailed in article 2.3 of Part 2 of *the bid solicitation*, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Courts Administration Service (CAS) by the date, time and place indicated on page 1 of the bid solicitation.

Bidders are to ensure that the Solicitation Number (5X001-14-1157) is clearly marked on their email correspondence.

Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that include other features such as embedded macros and/or links, may be rejected by the CAS e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority Representative. Larger bids may be submitted through more than one e-mail.



The Contracting Authority Representative will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority Representative has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority Representative confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the Closing Time and Date to confirm receipt. Technical and financial documents received after the Closing Time and Date will not be accepted.

2.3 Former Public Servant

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

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the



Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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



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.

2.4 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 that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bidders' Conference



Not applicable.

2.8 Optional Site Visit

Not applicable.

2.9 Basis for Canada's Ownership of Intellectual Property

The Courts Administration Service 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: 6.5 Where the Foreground consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Section IV: Additional Information

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

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 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

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

3.1.2 Exchange Rate Fluctuation

Not applicable.

3.1.3 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Bidder and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

CAS will only evaluate one (1) proposed resource. If more than one resource is proposed, CAS will only evaluate the first proposed resource submitted.

Mandatory Requirements		
M1	The Bidder must provide a resume of the resource suggested.	Pass/Fail
M2	The Bidder's resource must have, at minimum, a Master's degree in translation, linguistics, computational linguistics, computer science, or other related fields.	Pass/Fail
M3	The Bidder must confirm that the	Pass/Fail



	proposed resource is fluently bilingual in French and English (orally, written and comprehension).	
M4	<p>The Bidder's resource must have recent* demonstrated experience with the implementation (i.e. from planning to completion phase) of an machine-aided translation environment.</p> <p>*Recent is defined as having performed the tasks within the last 3 years.</p> <p>To be compliant the Bidder must provide the name of the project(s), the dates, the value and the name of a reference.</p>	Pass/Fail
M5	The Bidder's proposed resource must have a minimum eight (8) years of demonstrated experience in the field of machine-aided translation, whether in research or development machine translation software, publications in peer-reviewed journals, etc.	Pass/Fail
M6	The Bidder and the Bidder's resource certify that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest and the fact that the Bidder and the Bidder's resource have personal experience with specific automated translation software products will simply inform their independent assessment but such impartial assessment will not be impaired subjectively due to any organizational or personal interest with company selling translation solutions.	Pass/Fail

4.1.1.2 Point Rated Technical Criteria

Rated Criteria		
R1	The Bidder's proposed resource is an expert in the field of machine-aided translation as recognized by peers (publications, speaker and/or guest speaker at conferences, etc.).	<u>10 points</u> 2 points: 1-5 events/publications 4 points: 6-10 events/publications 6 points: 11-15 events/publications 10 points: 16+ events/publications



R2	The Bidder's proposed resource has recent experience in evaluating texts translated by computers (translation from French-English and English-French).	<u>20 points</u> 4 points : experience is 8 over years ago 8 points: experience between 5+ and 8 years ago 12 points: experience between 2+ and 5 years ago 20 points: experience in the last 2 years
R3	The Bidder's proposed resource has recent experience working with clients to set up an automated translation environment and for establishing best practices in said environment.	<u>20 points</u> 4 points : experience is 8+ years ago 8 points: experience between 5+ and 8 years ago 12 points: experience between 2+ and 5 years ago 20 points: experience in the last 2 years
R4	The Bidder's proposed resource has experience in evaluating machine-aided translation solutions for clients.	<u>10 points</u> 2 points: 0-2 years 4 points: 2+ to 5 years 6 points: 5+ to 8 years 10 points: 8+ years
R5	The Bidder's proposed resource has significant experience in working with translators and language specialists.	<u>10 points</u> 2 points: 0-2 years 4 points: 2+ to 5 years 6 points: 5+ to 8 years 10 points: 8+ years
R6	The Bidder's proposed resource has experience in working with the government of Canada.	<u>10 points</u> 0 points: never 2 points: less than 2 years 4 points: 2+ to 5 years 6 points: 5+ to 8 years 10 points: 8+ years

4.1.2 Financial Evaluation

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

Only the proposals that are technically responsive will be considered for financial evaluation.

Bidders must quote an all inclusive per diem rate for the duration of the contract by filling out the table at Annex B. The table at Annex B will be used for the financial evaluation.



The bid evaluated price will be calculated by the sum of each per Diem rate multiplied by its respective estimated level of effort for the period of the proposed contract and option year.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

1. To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria; and
- c. obtain the required minimum of 48 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 80 points.

2. Bids not meeting (a) or (b) or (c)" will be declared non-responsive.

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

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 80 and the lowest evaluated price is \$45,000 (45).

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



	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	51/80	60/80	70/80
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	51/80 x 60 = 38.25	60/80 x 60 = 45	70/80 x 60 = 52.5
Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating	70.98	81	92.5
Overall Rating	3rd	2nd	1st

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Precedent to Contract Award

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

5.1.1 Additional Certifications Precedent to Contract Award

5.1.1.1 Status and Availability of Resources



The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, the 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. The Project Authority must approve the substitution before the new resource starts performing work. If the resource is not performing as expected, the Project Authority is allowed to ask for a new resource. 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. Failure to comply with the request may result in the bid being declared non-responsive.

5.1.1.2 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.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individual requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses; and



- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Insurance Requirements

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.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

Not applicable.

7.3 Security Requirements

7.3.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the



Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

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

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

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

7.3.2 The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individual(s) hold a valid security clearance at the required level.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2016.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period 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 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority



The Contracting Authority for the Contract is:

Name: _____
Title: _____
Public Works and Government Services Canada
Acquisitions Branch
Directorate: _____
Address: _____

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

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

7.5.2 Project Authority

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.

7.5.3 Contractor's Representative

Fill in or delete as applicable



7.6 Proactive Disclosure of Contracts with Former Public Servants

TBD

7.7 Payment

7.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, and profit, as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$_____ (**insert the amount at contract award**). Customs duties are included and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ . Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

7.7.3 Monthly Payment

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

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



7.7.4 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

7.7.5 Taxes – Foreign-Based Contractor (TBD)

7.7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.8 Invoicing Instructions

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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - c. a copy of the weekly progress reports.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the Project Authority for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications

7.9.1 Compliance



The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

Not applicable.

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions _____ (*insert number, date and title*);
- (c) the general conditions _____ (*insert number, date and title*);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List (*if applicable*);
- (g) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*" as clarified on _____" **or** ", as amended on _____" *and insert date(s) of clarification(s) or amendment(s)*).

7.13 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

7.14 Insurance Requirements

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.



Courts Administration Service administratif des
Service tribunaux judiciaires

7.15 Controlled Goods Program

Not applicable.



ANNEX "A"

STATEMENT OF WORK

1. Scope

1.1. Title

Consultant in machine-aided translation

1.2. Introduction

This Contract aims to procure the services of a consultant who will supply expertise to Courts Administration Service (CAS) for its machine-aided translation project.

1.3. Objectives of the Requirement

For the duration of the contract, the contractor will perform the following:

- Revision
 - Scope out the requirements to contract the services of a freelance revisor who will help with the linguistic evaluation of the project.
- Technology
 - Scope out the requirements for the machine aided translation environnement / translation memory environment.
 - Help estimate the probable costs for the technology.
 - Establish the parameters by which bids will be evaluated.
 - Propose answers to questions asked by Bidders during the Request for proposal (RFP) process.
 - Evaluate the submissions received in response to the RFP process.
 - Assist CAS in choosing the winning bid.
- Proof of concept
 - Establish the parameters for a pilot project.
 - Choose the texts which will be used for the pilot project.
 - Work closely with the supplier to set up the automation process in an optimal way.
 - With the revisor, evaluate the output of the machine-aided translation process and make the necessary changes.
 - Prepare a report evaluating the project and making final recommendations regarding the use of machine-aided translation and how to best set it up.
- Permanent Implementation (if solution is recommended)
 - Work with supplier to set up full implementation at CAS.
 - Work with designated CAS employees to ensure full comprehension of process.
 - Establish best practices and processes.

1.4. Background and Specific Scope of the Requirement

The Courts Administration Service is looking to reduce its translation cost and the translation delays by using machine-aided translation tools. To accompany CAS in this endeavour, the consultant will have the following qualifications:



- Be an expert in the field of machine-aided translation as recognized by peers (publications, speaker and/or guest speaker at conferences, etc.)
- Have significant experience in the field of machine-aided translation, whether in research or development of machine translation software, publications in peer-reviewed journals, etc. (significant means more than 8 years)
- At minimum, hold a master's degree in translation, linguistics, computational linguistics, computer science, or other related fields
- Have recent experience in evaluating texts translated by computers (translation from French-English and English-French), especially in the last two years
- Have experience in working with clients to set up an machine-aided translation environment and for establishing best practices, especially in the last two years
- Have experience in evaluating machine-aided translation solutions for clients, especially in the last two years
- Have significant experience in working with translators (significant means more than 8 years)
- Be fluently bilingual in French and English (oral, written and in terms of comprehension)

2. Requirements

2.1. Tasks, Activities, Deliverables and Milestones

Here are the main tasks and deliverables

- April 2015: Scope out the requirements to contract the services of a freelance translator-revisor who will help with the evaluation of the project
- April 2015: Prepare the content of the requirement for the machine-aided translation supplier
- May 2015: Evaluate the bids by translators-revisors and automated translation suppliers received for both contracts; make recommendations regarding the choice of bidders (freelance revisor and machine-aided translation supplier)
- June-September 2015: With chosen Contractor, set up and run the proof of concept and tweak process as needed
- October 2015: Prepare final report and make recommendations regarding the "go/no go" decision about implementing machine-aided translation at CAS
- November 2015: Final decision regarding a permanent implementation of machine-aided translation at CAS
- If CAS decides to permanently implement a machine-aided translation environment, the following steps will be taken
November 2015-March 2017: With supplier, the Contractor will work to finalize the permanent implementation of the machine-aided translation solution and prepare best practices and processes documents

2.2. Specifications and Standards

N.A.



2.3. Technical, Operational and Organizational Environment

N.A.

2.4. Reporting Requirements

For the duration of the contract, the Contractor shall submit on a weekly basis one (1) electronic copy of a report to the Project Authority outlining the accomplishments for the given period, open issues and upcoming milestones .

2.5. Project Management Control Procedures

- During the contract, the Contractor will give weekly feedback on progress of project
- The contractor will deliver according to the previously mentioned tasks and deliverables.

3. Other Terms and Conditions of the SOW

3.1. Authorities

Questions to the Project Authority must be submitted orally and/or in writing. Answers will be provided orally and/or in writing. Once the issue is clarified, if conversation was done orally, the Contractor is to provide resume of question and answer received from the Project Authority for CAS written approval.

3.2. CAS Obligations

- N.A.

3.3. Contractor's Obligations

Unless otherwise specified, the Contractor shall use his/her own equipment and software for the performance of this Statement of Work. However, when evaluating the translation solutions, the Contractor might be required to access bidders' systems.

3.4. Location of Work, Work site and Delivery Point

The Contractor can work from a location external to CAS, but be available to meet with project authority at CAS location if required. The Contractor must be ready to work in close and frequent contact with CAS project authority and other designated parties. The Contractor must be available during standard business hours (Eastern Standard time).

3.5. Language of Work

The Contractor must provide detailed plan and schedule, invoice and communication in either official language of Canada (English, French). Furthermore, the Contractor will need to be fluently bilingual (French and English).

3.6. Intellectual Property



CAS will own any intellectual property rights developed under this contract.

3.7. Security Requirements

The Contractor must have enhanced security clearance.

3.8. Travel and Living

Travel within the National Capital Region (NCR) will not be reimbursed by CAS. All other travel requirements will require approval for the Project Authority prior to initiating any travel plans.

4. Project Schedule

4.1. Expected Start and Completion Dates

Here are the main tasks and deliverables

- April 2015: Scope out the requirements to contract the services of a freelance translator-revisor who will help with the evaluation of the project
- April 2015: Prepare the content of the RFP for the machine-aided translation supplier
- May 2015: Evaluate the bids received in response to the RFP
- June-September 2015: With chosen Contractor, set up and run the proof of concept and tweak process as needed
- October 2015: Prepare final report and make recommendations regarding the “go/no go” decision about implementing machine-aided translation at CAS
- If CAS decides to permanently implement a machine-aided translation environment, the following steps will be taken
 - November 2015-March 2017: With supplier, the Contractor will work to finalize the permanent implementation of the machine-aided translation solution and prepare best practices and processes documents

4.2. Schedule and Estimated Level of Effort

The Contract will be in effect from Contract award to March 31, 2016. The level of effort associated with this required represents an estimated 100 working days.

The estimated level of effort does not constitute a minimum work guarantee.

4.3. Options

This contract includes the irrevocable option to extend the contract for an additional year with the same terms and conditions. The estimated level of effort for the option year is a maximum of 50 working days.

The estimated level of effort does not constitute a minimum work guarantee.

5. Required Resources or Types of Roles to be Performed



The resource required is an expert in machine-aided translation as described above.

6. Applicable Documents and Glossary

6.1. Applicable Documents

N.A.

6.2. Relevant Terms, Acronyms and Glossaries

N.A.



ANNEX "B"

BASIS OF PAYMENT

Service	All Inclusive Per Diem Rate (HST Excluded)	
	Contract Period	1 st Option
	Contract award to 31 March 2016	01 April 2016 to 31 March 2017
Professional Fee (per Diem)	\$ _____	\$ _____
Estimated Level of Effor (LOE)	100 days	50 days
Total Bid Price = Rate x LOE	\$ _____ (A)	\$ _____ (B)
	Total (C) = A + B	\$ _____ (C)



ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

	Government of Canada / Gouvernement du Canada	Contract Number / Numéro du contrat 5X001-14-1157
		Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) / LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE B - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Civile Administrative Service	2. Branch or Directorate / Direction générale ou Direction Integrated Services	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Setting up a contract with a machine-aided translation consultant to help setting up RFPs and proof-of-concept to evaluate the feasibility of using such technologies at CAS		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> Not releasable / À ne pas diffuser <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Form with sections: PART A - INTRODUCTION / PARTIE A - GÉNÉRAL, PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR), PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR). Includes questions about access to information, personnel screening, and IT systems.



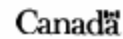
Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 5X001-14-1157
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Richard Tardif		Title - Titre Deputy Chief Administrator	Signature
Telephone No. - N° de téléphone 613-943-3450	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel RICHARD.TARDIF@CAS-SAT.J.CC.CA	Date 2015-02-02
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) SHAUN DANIELS		Title - Titre Security officer	Signature
Telephone No. - N° de téléphone 613-943-6185	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 2015-02-04
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Francis Gosselin		Title - Titre A/Buyer Contracting	Signature
Telephone No. - N° de téléphone 613-943-0935	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 2015-02-04
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) Luciano Bentenuto, DDSO		Title - Titre Luciano Bentenuto, DDSO	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 390-103(2004/12)

Security Classification / Classification de sécurité
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ANNEX "1" to PART 5 - BID SOLICITATION

5.1.1.1 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. The Project Authority must approve the substitution before the new resource starts performing work. If the resource is not performing as expected, the Project Authority is allowed to ask for a new resource. 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. Failure to comply with the request may result in the bid being declared non-responsive.

5.1.1.2 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.

Authorized Signature: _____

Title: _____

Name (please print): _____

Date: _____