



**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

Courts Administration Service
Contracting and Materiel Management
90 Sparks St – Suite 921
Ottawa, ON K1A 0H9

OR

Procurement.Approvisionnement@cas-
satj.gc.ca

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).

Title/Titre: Translation Services	Solicitation No – N° de l'invitation 5X001-15-0200
Date of Solicitation – Date de l'invitation 2016-01-27	
Address Enquiries to – Adresser toutes questions à Procurement.approvisionnement@cas-satj.gc.ca	
Telephone No. – N° de téléphone	FAX No – N° de fax
Destination Courts Administration Service 90 Sparks Street, 9 th Floor Ottawa, Ontario K1A 0H9	

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 : February 12, 2016

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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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals assigned to the requirement must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses; and
- (c) the Bidder must provide the following information of all individuals who will be assigned to the requirement:
 - a. Name of Company, Address and Phone Number;
 - b. Company Security Officer Name and Telephone Number;
 - c. Security Screening or Clearance Certificate Number;
 - d. Level of Government of Canada Security Screening or Clearance;
 - e. Origin of Security Screening or Clearance (Sponsoring Department/Agency); and
 - f. Effective Date of Screening or Clearance.

2. 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.

3. For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.2 Statement of Work

The Work to be performed is detailed in Annex "A" of this RFP.

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) (<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](#) (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, 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: 60 days
Insert: 90 days

2.2 Submission of Bids

Unless specified otherwise in the RFP, bids must be received by the Contract Authority by the date and time indicated on page 1 of the solicitation.

Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

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

2.2.1 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.

2.3 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 FPS, Bidders must provide in writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. 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 FPS in receipt of a pension, as applicable:

- (a) name of former public servant; and
- (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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.



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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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.

PART 3 - BID PREPARATION INSTRUCTIONS

OPTION A

Electronic Offers submitted via email

Canada requests that Bidders provide their proposal in separately electronic PDF file format. The Technical bid, Financial bid and Certifications must be in separate PDF files as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information (if required)

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

Bids must be sent to the following email address: Procurement.approvisionnement@cas-satj.gc.ca .

The maximum size per email (including attachments) is limited to 5MB. If the limit is exceeded, your email might not be received by CAS. It is suggested that you compress the email size or



send multiple emails to ensure delivery. Offerors are responsible to send their proposal and to allow enough time for CAS to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, CAS will not be responsible for any failure attributable to the transmission or receipt of the email bid. CAS will send a confirmation email to the Bidders when the submission is received.

OPTION B

Hard/Soft Copy Offers (sent via courier or drop-off to the address indicated on the first page of this RFP)

Canada requests that Bidders provide their proposal in separately bound sections as follows:

- Section I: Technical Bid (3 hard copies and 1 soft copy in pdf on a CD or USB Stick)
- Section II: Financial Bid (1 hard copy and 1 soft copy in pdf on a CD or USB Stick)
- Section III: Certifications (3 hard copies and 1 soft copy in pdf on a CD or USB Stick)
- Section IV: Additional Information (if required) (3 hard copies and 1 soft copy in pdf on a CD or USB Stick)

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.

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

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



Section III: Certifications

Bidders must submit the certifications required under Part 5.

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 and a Contractor will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.1.2 Rated Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.2 Financial Evaluation

As the Bidder could have different prices for different streams and, for each stream, have different rates for urgent translations, the following table will be used to evaluate the Bidders' overall proposal.

For each stream, the "per word cost" (column A) will be multiplied by 90% and written in column B. The urgent translation cost per word (column C) will be multiplied by 10% and inserted in column D. This will reflect the approximate distribution of work between regular translations and urgent ones.

Furthermore, for each stream, the total of these two costs (column E) will be multiplied by the proportion this stream represents in CAS's overall workload (as indicated in column F) and the "Final Cost" will be written in the last column. The four "Final Costs" in column G will be added and written in the bottom-right-hand cell (Total prorated cost for the period).

Finally, the Total Prorated Cost will be established as follows: 60% of the prorated cost for the initial period + 40% of the prorated cost for the option year.

Contract Period (from date of signature to March 31, 2017)							
Stream	(A) = Cost/Word	(B) = (A)*90%	(C) = urgent cost/word	(D) = (C) *10%	(E) = (B) + (D)	(F) = Proportion of work	(G) Final Cost = (E) * (F)
A	\$		\$			55%	
B	\$		\$			24%	



C	\$		\$			16%	
D	\$		\$			5%	
Total prorated cost							

Option Year (From April 1, 2017 to March 31, 2018)							
Stream	(A) = Cost/Word	(B) = (A)*90%	(C) = urgent cost/word	(D) = (C) *10%	(E) = (B) + (D)	(F) = Proportion of work	(G) Final Cost = (E) * (F)
A	\$		\$			55%	
B	\$		\$			24%	
C	\$		\$			16%	
D	\$		\$			5%	
Total prorated cost for the option year							

Total prorated cost for the total period			
Period Covered	Prorated Cost for period	Multiplier	Total
Contract Period		X 60%	
Option year		X 40%	
Total period			

The following are fictitious examples showing how the financial rating will be done. A reminder that only the Bidders who have shown that they meet all the mandatory requirements will be evaluated this way.

Bidder 1 – CONTRACT PERIOD							
Stream	(A) = Cost/Word	(B) = (A)*90%	(C) = urgent cost/word	(D) = (C) *10%	(E) = (B) + (D)	(F) = Proportion of work	(G) Final Cost = (E) * (F)
A	\$0.30	0.27	\$0.45	0.05	0.32	55%	0.17
B	\$0.30	0.27	\$0.45	0.05	0.32	24%	0.08
C	\$0.22	0.20	\$0.33	0.03	0.23	16%	0.04
D	\$0.22	0.20	\$0.33	0.03	0.23	5%	0.01
Total prorated cost							0.30
Bidder 2 – CONTRACT PERIOD							
Stream	(A) = Cost/Word	(B) = (A)*90%	(C) = urgent cost/word	(D) = (C) *10%	(E) = (B) + (D)	(F) = Proportion of work	(G) Final Cost = (E) * (F)
A	\$0.40	0.36	\$0.40	0.04	0.40	55%	0.22
B	\$0.40	0.36	\$0.40	0.04	0.40	24%	0.10
C	\$0.20	0.18	0.2	0.02	0.20	16%	0.03
D	\$0.20	0.18	0.2	0.02	0.20	5%	0.01
Total prorated cost							0.36
Bidder 3 – CONTRACT PERIOD							
Stream	(A) =	(B) =	(C) =	(D) =	(E) =	(F) =	(G) Final



	Cost/Word	(A)*90%	urgent cost/word	(C) *10%	(B) + (D)	Proportion of work	Cost = (E) * (F)
A	\$0.50	0.45	\$0.55	0.06	0.51	55%	0.28
B	\$0.50	0.45	\$0.55	0.06	0.51	24%	0.12
C	\$0.20	0.18	0.22	0.02	0.20	16%	0.03
D	\$0.20	0.18	0.22	0.02	0.20	5%	0.01
Total prorated cost							0.44

Bidder 1							
Stream	(A) = Cost/Word	(B) = (A)*90%	(C) = urgent cost/word	(D) = (C) *10%	(E) = (B) + (D)	(F) = Proportion of work	(G) Final Cost = (E) * (F)
A	\$0.50	0.45	\$0.55	0.06	0.51	55%	0.28
B	\$0.50	0.45	\$0.55	0.06	0.51	24%	0.12
C	\$0.20	0.18	0.22	0.02	0.20	16%	0.03
D	\$0.20	0.18	0.22	0.02	0.20	5%	0.01
Total prorated cost							0.44

Bidder 2 – OPTION YEAR							
Stream	(A) = Cost/Word	(B) = (A)*90%	(C) = urgent cost/word	(D) = (C) *10%	(E) = (B) + (D)	(F) = Proportion of work	(G) Final Cost = (E) * (F)
A	\$0.40	0.36	\$0.40	0.04	0.40	55%	0.22
B	\$0.40	0.36	\$0.40	0.04	0.40	24%	0.10
C	\$0.20	0.18	0.2	0.02	0.20	16%	0.03
D	\$0.20	0.18	0.2	0.02	0.20	5%	0.01
Total prorated cost							0.36

Bidder 3 – OPTION YEAR							
Stream	(A) = Cost/Word	(B) = (A)*90%	(C) = urgent cost/word	(D) = (C) *10%	(E) = (B) + (D)	(F) = Proportion of work	(G) Final Cost = (E) * (F)
A	\$0.50	0.45	\$0.55	0.06	0.51	55%	0.28
B	\$0.50	0.45	\$0.55	0.06	0.51	24%	0.12
C	\$0.20	0.18	0.22	0.02	0.20	16%	0.03
D	\$0.20	0.18	0.22	0.02	0.20	5%	0.01
Total prorated cost							0.44

Based on the three previous fictitious bids, the Total prorated cost will be calculated as follows:

Bidder 1 - Total prorated cost for the total period			
Period Covered	Prorated Cost for period	Multiplier	Total
Initial Period	0.30	X 60%	0.180
Option year	0.44	X 40%	0.176



Total period			0.356
Bidder 2 -Total prorated cost for the total period			
Period Covered	Prorated Cost for period	Multiplier	Total
Initial Period	0.36	X 60%	0.216
Option year	0.36	X 40%	0.144
Total period			0.36
Bidder 3 - Total prorated cost for the total period			
Period Covered	Prorated Cost for period	Multiplier	Total
Initial Period	0.44	X 60%	0.264
Option year	0.44	X 40%	0.176
Total period			0.44

The all-inclusive rates per word quoted by the Bidder shall include all expenses associated with the provision of translations services, including but not limited to: translation, revision, terminological research, handling of translation requests, informatics, etc. No other fees, costs or amounts will be paid.

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

4.2 Basis of Selection

4.2.1 SACC Manual Clause A0027T (2012-07-16), Basis of Selection

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) meet all the mandatory evaluation criteria.
2. Bids not meeting (a) or (b) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
3. The **Lowest Total prorated cost (LTPC)** of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i) : $PS_i = (LTPC / TPC) \times 30$. TPC is the evaluated price (P) of each responsive bid (i).
4. A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):
 $TMS_i = OS_i \times 70$. OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.
5. The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: $CR_i = PS_i + TMS_i$.
6. Multiple contracts may be awarded under the RFP based on the translation capacity of the responsive Bidders. All responsive Bidders will be ranked from the highest combined rating of



technical merit and price to the lowest. The responsive bid with the highest combined rating of technical merit and price for the total period will be recommended for award of the first contract. The bidder's monthly capacity (a minimum of 24,000 words/month for legal texts and 36,000/month for administrative texts) will be used to estimate the value of the awarded contract. This bidder's capacity will be deducted from CAS's overall need. If CAS's needs are not met by the first bidder, a second contract will be offered to the second ranked vendor based on its monthly capacity. If these two vendors can't meet CAS's needs, another contract will be awarded to next ranked vendor and so on.

The table below illustrates an example where the selection of the Contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	76	82	88
Bid Evaluated Price	C\$50,000	C\$55,000	C\$60,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	$76 / 100 \times 70 = 53.2$	$50,000^* / 50,000 \times 30 = 30.00$	83.20
Bidder 2	$82 / 100 \times 70 = 57.4$	$50,000^* / 55,000 \times 30 = 27.27$	84.67
Bidder 3	$88 / 100 \times 70 = 61.6$	$50,000^* / 60,000 \times 30 = 25.00$	86.60



ATTACHMENT 1 to PART 4 TECHNICAL CRITERIA

1.1 Mandatory Technical Criteria

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

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

Mandatory Requirements		Answers	Result
M1	The bidder must provide company information (name, address, phone number, e-mail address, etc.) as well as names and resumes of all translators and revisers assigned to CAS documents.	Meets / Doesn't meet	
M2	All translators assigned to CAS must have a degree in translation from a recognized university (copy of the degree to be supplied) and/or be member of a professional translators' association in Canada (copy of the attestation to be supplied).	Meets / Doesn't meet	
M3	The bidder must have a minimum ten (10) years' experience translating administrative and legal texts from Canadian English to Canadian French, and from Canadian French to Canadian English.	Meets / Doesn't meet	
M4	The bidder must confirm to having an e-mail account which can receive and send large documents (up to 5MB)	Meets / Doesn't meet	
M5	The Bidder must demonstrate that each translator assigned to CAS is capable of translating: <ul style="list-style-type: none">• A minimum of 1200 words per day (24,000 words monthly) for the legal translation streams or• A minimum of 1800 words per day (36,000 words monthly) for the administrative translation stream The bidder must bid on all four streams.	Meets / Doesn't meet	
M6	The bidder must supply two (2) client references for the translation of legal texts and two (2) client references for the translation of administrative texts The information pertaining to the references must include: <ul style="list-style-type: none">- Name of client;- Position title;- Name of the company, the department or institution, and	Meets / Doesn't meet	



	- Phone number.		
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1.2 Rated Technical Criteria

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

Rated Criteria for All Streams		Alloted Points
R1	Use of translation tools: The bidder should confirm if they are using translation memory and/or machine translation, and which systems they are using.	<ul style="list-style-type: none"> Using both translation memory AND machine translation: 10 points Using either translation memory OR machine translation: 5 points Using neither translation memory nor machine translation: 0 point
Rated Criteria for Legal Streams Only		
L-R2	Law studies: The proposed resource has done post-secondary legal studies. A copy of the diploma and/or degree and/or proof of the membership to a Canadian Bar to be supplied. Only one score will be given to a bidder.	<ul style="list-style-type: none"> No law studies: 0 point Unfinished law studies: 5 points Finished Paralegal studies: 10 points Finished University Law degree: 20 points Member of a Canadian Bar: 25 points

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid



Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions - List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity certification before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture. Attachment 1 to Part 5, Additional Certifications Precedent to Contract Award, includes a copy of the certification.

5.2.3 Additional Certifications Precedent to Contract Award

Refer to Attachment 1 to Part 5, Additional Certifications Precedent to Contract Award .



ATTACHMENT 1 to PART 5 - Certifications Precedent to Contract Award

1. Federal Contractors Program For Employment Equity - Certification

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date:_____ Instructions to the Bidder:(YYYY/MM/DD) If left blank, the date will be deemed to be the bid solicitation closing date.

Instructions to the Bidder: Complete both A and B.

A. Instructions to the Bidder: Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

or

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Instructions to the Bidder: Check only one of the following:

- B1. The Bidder is not a Joint Venture.

or



- () B2. The Bidder is a Joint venture. **Instructions to the Bidder: Refer to the Joint Venture section of the Standard Instructions. If the Bidder is a Joint Venture, it must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture.**

2. Status and Availability of Resources

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

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

3. 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.

4. Language skills

The Bidder certifies that he has the language skill required to execute the work stated in the Statement of Work.

Signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

1. Pursuant to the Policy Government Security, the nature of the services to be provided under this Contract requires a Government of Canada (GoC) Security Screening action to be completed for the Contractor, their employees and sub-contractors to be assigned to



conduct project work.

2. Prior to the commencement of the contract, the Contractor and each of its personnel involved in the performance of the contract must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.
3. The Contractor **MUST NOT** possess or safeguard **PROTECTED** information/assets at their organization's premises until appropriate document safeguarding capability is granted by the Canadian Industrial Security Directorate of Public Works and Government Services Canada.
4. The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List (attached hereto as Annex C); and
 - b. Policy Government Security (Latest Edition)

6.2 Statement of Work

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

6.3 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.

6.3.1 General Conditions

2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2017 inclusive

6.4.2 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.



6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:

Title:

Organization: Courts Administration Service

Address: 90 Sparks Street, Ottawa, Ontario, K1A 0H9

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.

6.5.2 Technical Authority

The Project Authority for the Contract is:

Name:

Title:

Organization: Courts Administration Service

Address: 90 Sparks Street

Telephone :

E-mail address: @cas-satj.gc.ca

The Translation Coordinator is:

Name:

Title:

Organization: Courts Administration Service

Address: 90 Sparks Street

Telephone :

E-mail address: @cas-satj.gc.ca

The Technical Authority named above 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 Technical Authority, however the Technical 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.

6.5.3 Contractor's Representative

TBD at contract award



6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work 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 _____ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are excluded 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.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 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.

6.8 Invoicing Instructions



The Contractor must submit monthly 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.

1. Each invoice must be supported by:
 - a. a copy of request from the Translation Coordinator including the word count; and
 - b. a copy of the release document and any other documents as specified in the Contract.

6.8.1 Supporting Documents

- a. The original and one (1) copy must be forwarded to the Technical Authority for certification and payment; and
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications

6.9.1 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.

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

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.10 Applicable Laws

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

6.11 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 general conditions 2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity);



- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirement Checklist (SRCL);
- (f) the Contractor's bid dated _____ (*insert date of bid*)



ANNEX "A"

STATEMENT OF WORK

1. Background

The Courts Administration Service (CAS) was established in 2003 to provide judicial, registry, and corporate services to the four federal superior courts of record, thereby helping to maintain the independence of these courts from the government. The four courts served by CAS are the Federal Court of Appeal, the Federal Court, the Court Martial Appeal Court of Canada and the Tax Court of Canada.

The services provided by CAS enable the courts to function and members of the courts to hear and resolve cases in a fair, expeditious and efficient manner. They assist individuals, organizations and the Government of Canada in submitting disputes and other matters to the courts.

2. Objective

CAS requires translation services on an "as and when requested" basis for translation of documents that are administrative and/or legal in nature. The Contractor will be required to cover the following four (4) streams:

Stream A:

Translation or revision of legal documents
Canadian English to Canadian French
Approximately 55% of the volume

Stream B:

Translation or revision of legal documents
Canadian French to Canadian English
Approximately 24% of the volume

Stream C:

Translation or revision of administrative documents
Canadian English to Canadian French
Approximately 16% of the volume

Stream D:

Translation or revision of administrative documents
Canadian French to Canadian English
Approximately 5% of the volume

2.1 Reference Material

Work must comply with CAS's terminology and linguistic requirements as outlined in documentation that will be shared with the Contractor. They will be able to submit terminological questions to the Translation Coordinator.

3. Definitions

Translation	Texts translated from Canadian English to Canadian French or from Canadian French to Canadian English.
Administrative Texts	Texts whose subject matter is finance, policy, human resources, communications, etc.
Legal Texts	Texts that are court decisions or texts that include legal content.
Word	A continuous series of letters or alphanumeric characters set apart from other words by spaces.



Regular Translation	A translation with a delivery period allowing completion of the work during normal working hours, based on a production rate of 1,200 words per day per translator for legal translations or 1,800 words per day per translator for administrative texts.
Urgent Translation	A translation with a delivery period shorter than that of a regular translation as determined by CAS's Translation Coordinator.
Normal Working Hours	Normal working hours are defined as Monday to Friday, from 8:00am to 5:00pm EST, with the exception of statutory holidays.
Statutory Holiday	A statutory holiday means New Year's Day, Good Friday, Easter Monday, Victoria Day, Fête nationale (Québec), Canada Day, Civic Holiday (Ontario), Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day .
Translation Coordinator	Refers to the Director General of CAS's Integrated Services or his/her delegated representative.
Contractor	A company or a freelance translator that is retained in the context of this standing offer

4. Software Applications

As CAS documents are produced using the Microsoft Office Suite 2010 (under Windows 7), the Contractor must ensure that the translations are compatible with this environment. The Contractor will use a virus detection and elimination software and agrees to take the necessary measures to deliver by electronic means translations that are virus-free.

5. Equipment and material

The Contractors will use their own computers and internet access for receiving and sending documents electronically. The Contractors need to have access to a courier service for delivery and pick-up of texts, if necessary.

6. Delivery of Work

6.1 Workflow

Documents to be translated will normally be sent by e-mail to the Contractor according to the contract. Translated documents will be returned by the Contractor by e-mail.

If a Contractor accepts a text and, subsequently, is unable to meet the agreed-upon delivery date, the Contractor must immediately inform the Translation Coordinator to come to an agreement. A reduction in payment of 2% per day of delay may be applied, up to 10%, when a text is delivered late.

6.2 Word Count

When documents for translation are sent to the Contractor, the word count will be included. The count will be done electronically from the source text using the same software and version used to create the source text. The Translation Coordinator will inform the Contractor of the word count on the translation request, and the Contractor will confirm the word count with the Translation Coordinator. Failure to do so will be considered an acceptance of CAS's word count. In case of disagreement, the Translation Coordinator will redo the word count with a view to reaching an agreement. Discrepancies will be resolved prior to the commencement of work. If an agreement cannot be reached, the final decision on the word count will be made by CAS's Translation Coordinator. This word count will be used by the Contractor for invoicing purposes.

7. Quality Control

The Contractor will be required to:

- Translate documents, including tables, , graphics and illustrations;
- Conduct the required terminology research as well as reference checks;



- Ensure that all translations are revised for quality and accuracy before being returned to CAS;
- Ensure consistency of large documents by limiting, as far as reasonable, the number of different resources working on the same document and providing an overall revision of the complete document to ensure a consistent level of quality; and
- Any other tasks necessary to deliver the final product.

7.1 Quality Standards

For a translation to be deemed satisfactory and for the work to be accepted by the Translation Coordinator, the translation must meet at least the following criteria:

- Use of the appropriate style and language that accurately renders the message of the source text;
- Use of standardized and consistent terminology;
- No major errors and no more than 6 minor errors per 1000 words, regardless of the stream. Major and minor errors are defined as follows:
 - Major Errors:
 - Opposite meaning
 - Gibberish
 - Nonsense
 - Omission
 - Of a sentence or part of a sentence
 - Of a name, creating confusion
 - Error in or omission of a date
 - Mistranslation that has an impact on the meaning
 - Name misspelled
 - Poorly done research, leading to inadequate quotes, terminology, etc.
 - Flagrant failure to respect reference documents
 - Minor errors:
 - Typos, gallicisms, anglicisms, inaccuracies, grammatical errors
 - Lack of concision and clarity
 - Use of a term other than the term indicated in the terminological database to designate a concept that is of limited importance or that is defined in the text
 - Failure to respect generally recognized typographical rules
 - Failure to respect the format or layout of the source document (including font)
- The work will be delivered in the software, format, style and layout of the source document sent by the Translation Coordinator, unless otherwise requested.
- Use a virus detection and elimination software and agree to take the necessary measures to ensure the delivery of translations in electronic media or systems are free of viruses.
- Ensure that the accessibility features for the visually impaired are maintained by working in the “overwrite” mode in the word processing software.

7.2 Error Levels

For all streams, the translated texts will contain no major errors and no more than 6 minor errors per 1000 words. The Contractor’s translation must comply with this to be deemed satisfactory and for work to be accepted by the Translation Coordinator. Minor and major errors are defined above in section 7.1.

7.3 Unsatisfactory documents

Unsatisfactory translations that contain more errors than outlined in 7.2 will be subject to one or more of the following penalties at the sole discretion of the Translation Coordinator:



- a. The work will be returned to the Contractor to be redone at no additional cost to CAS. The work to be redone will be performed within the timeframe given by CAS, even if it requires completing work during evenings, weekends and/or statutory holidays to meet the deadline; or
- b. The work will be redone by another Contractor or by CAS. In this case, the Contractor will be informed that the translation that was submitted is unacceptable and that they will not be authorized to submit an invoice for the work that was initially delivered; or
- c. The contract will be terminated if a translation exceeds the error levels described in 7.2 on three (3) occasions during one (1) fiscal year; or
- d. The contract will be terminated by CAS if CAS is convinced that the number of mistakes in a single text is excessive when compared to CAS expectations.

8. Layout and format

Unless otherwise specified, the work returned will respect the layout and format of the original document. Furthermore, the translation must be typed in the "overwrite mode" Word so as to preserve the accessibility features for the visually impaired. Furthermore, no advertising, watermarks, stamps, business cards, etc. may be applied, electronically or to a hard copy, to the source text, translated text, etc.

All work must be delivered without any hand-written corrections and must respect the format, pagination, layout and specific characteristics, including software used, of the source text so that the document can be used as is.

9. Constraints

9.1 Training

No paid training will be provided by CAS to the Contractor or to the persons performing translations on its behalf.

9.2 Place of work

The work will be performed at the Contractor's own workplace. The Contractor will use his own supplies and equipment necessary to perform the work.

9.3 Travel fees

As no travel will be incurred in the context of this Contract, no expenses will be reimbursed by the CAS.

10. Response time

The Contractor must be available to provide services on an "as-and-when requested" basis. The Contractor must be available during normal business hours, namely between 8am and 5pm (EST), Monday through Friday. No overtime will be paid for work done outside normal working hours. The Contractor will need to confirm acceptance of the work within two hours. The Contractor must provide the name and coordinates (e-mail and telephone number) of a contact person(s) who can accept translation work on behalf of the Contractor.

Furthermore, in delivering the translations, the Contractor will be expected to respect CAS's proposed deadlines. Any change will have to be approved by the Translation Coordinator.

11. Level of Effort

The estimated level of effort for the contract is presented in the table below. This is not a guarantee of work.



Stream	Service	Approximate distribution of texts	Approx. Volume for the contract (words)
A	Legal documents English to French	55%	3,600,000
B	Legal documents French to English	24%	1,550,000
C	Administrative documents English to French	16%	1,020,000
D	Administrative documents French to English	5%	330,000
	Total number of words		6,500,000



ANNEX "B"

BASIS OF PAYMENT

The Contractor must indicate its monthly translation capacity, price per word, as well as an urgent rate, for each of the four (4) streams. The following table must be filled out for the whole project, and will be used when approving supplier invoices. All proposed rates exclude applicable taxes.

ORIGINAL CONTRACT PERIOD

Stream	Translation	Estimated Volume for the Period (in words)	Bidder's Monthly Capacity (in words)	Rate /word	Rate /word URGENT
A	Legal documents ENGLISH to FRENCH	2,000,000		\$	\$
B	Legal documents FRENCH to ENGLISH	860,000		\$	\$
C	Administrative documents ENGLISH to FRENCH	570,000		\$	\$
D	Administrative documents FRENCH to ENGLISH	180,000		\$	\$

OPTION YEAR PERIOD

Stream	Translation	Estimated Volume (words)	Bidder's Monthly Capacity (in words)	Rate /word	Rate /word URGENT
A	Legal documents ENGLISH to FRENCH	1,600,000		\$	\$
B	Legal documents FRENCH to ENGLISH	690,000		\$	\$
C	Administrative documents ENGLISH to FRENCH	450,000		\$	\$
D	Administrative documents FRENCH to ENGLISH	150,000		\$	\$



ANNEX "C"

SECURITY REQUIREMENT CHECKLIST (SRCL)



Contract Number / Numéro du contrat 5X001-15-0200
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 A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine: *Courts Administration / Services* 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: *Set up standing offer with translation companies or freelancers to translate court decisions or administrative texts*

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? No / Non 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? No / Non 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) No / Non Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? / 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. No / Non 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? No / Non 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"/>
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7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays: _____	Specify country(ies): / Préciser le(s) pays: _____	Specify country(ies): / Préciser le(s) pays: _____

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input 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 <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>
TRÈS SECRET <input type="checkbox"/>		TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité: No / Non Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux: _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? / La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". / Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? / La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). / Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Lucie Langlois	Title - Titre D.G.	Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone 613-995-1477	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 2015-12-16.
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) SHAUN DANIELS	Title - Titre Security Officer	Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone 613-913-6185	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel shaudaniels@cas-gc.ca	Date 2016-01-24
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 / <input type="checkbox"/> Yes / <input type="checkbox"/> Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Francis Gosselin	Title - Titre Director, Contracting & Material Mgt	Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone 6132405907	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel francis.gosselin@cas-gc.ca	Date 2015-12-23
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) June Jones	Title - Titre DDSO	Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone 613-991-1244	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel june.jones@cas-gc.ca	Date January 4, 2016