



**RETURN BIDS TO :**

**RETOURNER LES  
SOUSSIONS À:**

Bureau de la sécurité des transports du  
Canada  
Transportation Safety Board of Canada  
200 Promenade du Portage 4th Floor/4e  
Gatineau, Québec K1G 4A8

**REQUEST FOR PROPOSAL**

**DEMANDE DE PROPOSITION**

**Proposal To:** Transportation Safety Board of  
Canada

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

**Proposition aux:** Bureau de la sécurité des transports  
du Canada

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

**Comments - Commentaires**

**THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT" « LE PRÉSENT DOCUMENT  
COMPORTE UNE EXIGENCE RELATIVE À LA  
SÉCURITÉ »**

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

<b>Title – Sujet</b> Translation/Editing Services	
<b>Solicitation No. – N° de l'invitation</b> RFP P1800001	<b>Date</b> February 13, 2017
<b>Client Reference No. – N° référence du client</b> P1800001	
<b>GETS Reference No. – N° de reference de SEAG</b> P1800001	
<b>File No. – N° de dossier</b>	<b>CCC No. / N° CCC - FMS No. / N° VME</b>
<b>Solicitation Closes – L'invitation prend fin</b> <b>On March 27, 2017 @ 2 :00PM</b>	<b>Time Zone</b> <b>Fuseauhoraire</b> Eastern Standard Time (EST)
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Inquiries to : - Adressertoutes questions à:</b> <a href="mailto:Sophia.Edwards-Letellier@bst-tsb.gc.ca">Sophia.Edwards-Letellier@bst-tsb.gc.ca</a> & <a href="mailto:Pierre.Villeneuve@bst-tsb.gc.ca">Pierre.Villeneuve@bst-tsb.gc.ca</a>	
<b>Telephone No. – N° de téléphone :</b> 819-994-8030	<b>FAX No. – N° de FAX</b> 819-953-9648
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b>  <b>Voir aux présentes–See Herein</b>	

**Instructions : See Herein**

**Instructions: Voir aux présentes**

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



**BID SOLICITATION FOR  
TRANSLATION AND EDITING SERVICES  
FOR THE  
TRANSPORTATION SAFETY BOARD OF CANADA (TSB)**

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- Annex A        Statement of Work
- Annex B        Specifications and Standard
- Annex C        Basis of Payment
- Annex D        Technical Criteria Evaluation
- Annex E        Security Requirement Check List
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- Annex G        Electronic Payment Instruments

Form 1 – Bidder Submission Form  
Form 2 – Integrity Form



# **BID SOLICITATION FOR TRANSLATION AND EDITING SERVICES FOR TRANSPORTATION SAFETY BOARD OF CANADA**

## **PART 1 GENERAL INFORMATION**

### **1.1 Security Requirement**

There is a security requirement associated with this requirement.  
For additional information, consult Part 4 - Evaluation Criteria and Part 6 – Resulting contract clauses.

### **1.2 Requirement**

- 1.2.1 This bid solicitation is being issued by Transportation Safety Board of Canada (TSB). The resulting contract will be used by TSB to procure English, French and on infrequent occasions other language Translation and Editing Services for TSB on an as-needed basis during the contract period.
- 1.2.2 TSB intends to award one single Task Authorization<sup>1</sup> Contract for 2 years, plus two (2), one (1) year irrevocable options allowing TSB to extend the term of the contract. This bid solicitation does not preclude TSB from using another method of supply for the entities of TSB with the same or similar needs.
- 1.2.3 Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 2.5 of Part 2 of the bid solicitation.
- 1.2.4 There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 Sub-article 5.1.3 - Certifications, Part 7 – Resulting Contract Clauses and the Annex “F” named Federal Contractors Program for Employment Equity – Certification.”
- 1.2.5 The Contractor must provide the services described in the Statement of Work Annex “A”, on an as and when requested basis.
- 1.2.6 The Crown reserves the right to negotiate with suppliers on any procurement.

### **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 of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

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<sup>1</sup> Task Authorizations for the purpose of this contract will be the email approval to proceed from the TSB based on the time and rate estimate submitted by the contractor for the requested translation.



## PART 2 BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- 2.1.1 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/3/2010B/17> issued by Public Works and Government Services Canada.
- 2.1.2 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.
- 2.1.3 The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails. All references to PSPC contained within the Standard Instructions will be interpreted as a reference to TSB, except for section 5(2) (d).

The text under Subsection 4 of Section 01 – Code of Conduct and Certifications of 2003 referenced above is replaced by:

Bidders should provide with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has 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 provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

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

The text under Subsection 5 of Section 01 – code of Conduct and Certifications of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

- 2.1.4 Section 3 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows: delete “Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16”
- 2.1.5 For purposes of this procurement the PSPC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as TSB policies.

### 2.2 Submission of Bids

- 2.2.1 Bid Package must be received by mail/courier or messenger to Contracting/Procurement, to the attention of Contracting Authorities, Sophia Edwards-Letellier & Pierre Villeneuve by 2:00pm Eastern Standard Time (EST) March 27, 2017. Bids received after this date and time will not be accepted.
- 2.2.2 Due to the nature of the bid solicitation, bids submitted by facsimile, e-mail or other means of electronic methods will not be accepted.



### 2.3 Enquiries - Bid Solicitation Period

- 2.3.1 All enquires must be submitted by email in writing to the Contracting Authorities [Sophia.Edwards-Letellier@bst-tsb.gc.ca](mailto:Sophia.Edwards-Letellier@bst-tsb.gc.ca) & [Pierre.Villeneuve@bst-tsb.gc.ca](mailto:Pierre.Villeneuve@bst-tsb.gc.ca) no later than 2:00pm(EST) March 1, 2017. Enquiries received after that time may not be answered.
- 2.3.2 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 2.4 Applicable Laws

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

**Note to Bidders:** *A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.*

### 2.5 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-compliant.

#### 2.5.1 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.

## **2.6 Basis for Canada's Ownership of Intellectual Property**

2.6.1 Canada has determined that any intellectual property arising from the performance of the Work under the Contract will belong to TSB.



## **PART 3 BIDDER PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

3.1.1 Canada requests that bidders provide their bids in MS Word format on a USB Key or by hard copy. Bids must be provided in the following manner:

3.1.1.1.1 Section I: Technical Proposal (hard copies or soft copies on USB Sticks)

3.1.1.1.2 Section II: Financial Proposal (hard copies or soft copies on USB Sticks)

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

#### **3.1.2 Format for Bid**

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

3.1.2.1.1 Use a numbering system that corresponds to the bid solicitation;

3.1.2.1.2 Include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and

3.1.2.1.3 Include a table of contents

#### **3.1.3 Canada's Policy on Green Procurement**

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should apply the following if they are submitting hard copy proposals:

3.1.3.1.1 use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and

3.1.3.1.2 use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.

#### **3.1.4 Omitted Documents**

Should a bidder omit a document in their bid, Canada may ask that the bidder provide the document. The bidder must submit the documentation within the time period set by the Contracting Authority, failing which the proposal will be treated as being non-responsive.

#### **3.1.5 Blank Prices**

Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### **3.2 Section I: Technical Bid**

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

### 3.2.2 **Proposed Resources:**

The technical bid must include résumés for the resources identified in Attachment a minimum of three (3) Resources but no greater than five (5) or the number of résumés, per resource category, as identified in Attachment Statement of Work (SOW). The same individual must not be proposed for more than one resource category. The Technical Bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:

3.2.2.1 Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications). A technically responsive bid is one in which at least three (3) of a firm's proposed Resources meet all of the Mandatory Criteria.

3.2.3 The technical bid consists of the following:

#### 3.2.3.1 **Bid Submission Form**

Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

#### 3.2.3.2 **Security**

Required by Part 6 of the bid solicitation.

## 3.3 **Section II: Financial Proposal**

### 3.3.1.1 **Financial Proposal**

Bidders' Financial Proposals will be evaluated and scored in accordance with specific evaluation criteria outlined herein and detailed in the Financial Proposal Evaluation Overview (Section 4.5)

If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

3.3.1.2 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet detailed in Annex "C" Basis of Payment . The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.

#### 3.3.1.3 **Electronic Payment of Invoices – Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "G" Electronic Payment Instruments, to identify which ones are accepted. If Annex "G" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

## 3.4 **Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid having the lowest cost per point will be recommended for Contract award.



## PART 4 EVALUATION PROCEDURE AND BASIS OF SELECTION

Bidders' proposals will be evaluated according to the following evaluation and selection criteria:

### 4.1 Evaluation Procedures

4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.

4.1.2 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

4.1.3 An evaluation team composed of representatives of TSB will evaluate the bids.

### 4.1.4 Request for Clarifications

If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-compliant.

### 4.2 Technical Evaluation – Mandatory Technical Criteria

4.2.1 Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-compliant and be disqualified.

4.2.2 The mandatory requirements are as follows:

### 4.3 Mandatory requirements

Bidders' proposals must meet the following mandatory criteria for their submissions to be considered for further evaluation. Bidders **MUST** propose at least three (3), but no more than five (5) Resources for the translation of documents from English to French and from French to English.

DESCRIPTION	NUMBER OF RESSOURCES
Translation of documents from English to French	Minimum: 3 Maximum: 5
Translation of documents from French to English	Minimum: 3 Maximum: 5



Each proposed Resource **MUST** meet the Mandatory Requirements. Bidders who do not meet M1 and/or do not propose at least three (3) Resources who meet M2 through M9 will not be given any further consideration.

**Stating experience and/or capacity is not sufficient. Bidders MUST provide substantiation for their claims to be considered valid.**

Mandatory Requirements	Meet	Does Not Meet
<p><b>M1</b> Bidders <b>MUST</b> present at least three (3), but no more than five (5) qualified candidates. Qualified is defined as candidates meeting <b>M2</b> through <b>M10</b>.</p> <p>Of the Bidder's qualified candidates, two <b>MUST</b> have professional qualifications and competencies in translation and editing services from French to English and two from English to French.</p>		
<p><b>M2</b> Resources <b>MUST</b> possess a valid security clearance at the "Reliability Status" level at bid closing.</p>		
<p><b>M3</b> Resources <b>MUST</b> have access to the Internet and be in possession of a reliable email service, capable of sending/receiving emails. Resources <b>MUST</b> also have easy access to a reliable fax machine.</p>		
<p><b>M4</b> Proposed Resources <b>MUST</b> possess at least 5 years of full-time* work experience within the past 15 years working as a translator.</p>		
<p><b>M5</b> Proposed Resources <b>MUST</b> have **significant experience translating materials on Scientific/transportation and/ or engineering subjects.</p>		
<p><b>M6</b> Proposed Resources <b>MUST</b> be capable of translating up to 1,200 words per regular working day or editing up to 1,400 words per regular working day.</p>		
<p><b>M7</b> Proposed Resources <b>MUST</b> be willing to work nights/weekends upon request.</p>		
<p><b>M8</b> Bidder <b>MUST</b> submit a resume for each proposed Resource.</p>		
<p><b>M9</b> Proposed Resources <b>MUST</b> provide 3 references for similar work - contact names and phone numbers must be included - proposing firm cannot be a reference.</p>		
<p><b>M10</b> Proposed Resources <b>MUST</b> possess experience translating documents concerning one or more mode of transportation.</p> <p>The bidder must have experience in completing translation projects in the field of Transportation (Air, Rail, Marine and Pipelines).</p>		

\* For the purpose of this RFP, full-time experience will be defined as minimum 25 hours/week.

\*\*Significant: equivalent to the experience that would be acquired in 3 years full time work.



#### 4.4 Point Rated Technical Criteria

- 4.4.1 Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word “rated” or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex “D” Point Rated Technical Evaluation.
- 4.4.2 For references, Canada reserves the right to conduct reference checks in writing by email. Canada may send all email reference check requests to contacts supplied by all the Bidders during the evaluation period using the email address provided in the bid. Canada will not award any points unless the response is received within 5 working days of the date that Canada's e-mail was sent.
- 4.4.3 If Canada does not receive a response from the contact person within the 5 working days, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.
- 4.4.4 Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- 4.4.5 Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the customer reference states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

#### 4.5 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders described in Annex C.- Basis of Payment

- 4.5.1 SACC Manual Clause A0220T (2014-06-26), Evaluation of Price – Bid
- 4.5.2 SACC Manual Clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)
- 4.5.3 SACC Manual Clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)
- 4.5.4 SAAC Manual Clause A0078C (2008-05-12), Transition Period
- 4.5.5 Proposals containing a financial bid other than the one requested at Article 3.
- 4.5.6 Section II: Financial Bid of PART 3 – BID PREPARATION INSTRUCTIONS will be declared non-compliant.
- 4.5.7 The purpose of the financial evaluation is to determine the proposal's cost per point, based on the firm unit prices submitted in Annex C – Basis of Payment.
- 4.5.8 Basis of Selection – Lowest Total Price Per Point
- 4.5.9 To be declared responsive, a bid must:

a) comply with all the requirements of the bid solicitation;

b) meet all mandatory technical evaluation criteria;

c) and obtain the required minimum of 31.5 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 45 points.

Bids not meeting (a) or (b) or (c) will be declared non-compliant. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily



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

**Example of the total price per point calculation**

The following example (table 1) shows a situation where the total price per point is calculated for a bid that has met all mandatory technical evaluation criteria and obtained the required minimum of points overall for the technical evaluation criteria which are subject to point rating:

**Table 1**

	A	B	C	D	E= (A+B+C)/D
	Contract Period Firm unit price	Option Year 1 Firm unit price	Option Year 2 Firm unit price	Technical Evaluation Points: <b>31.50</b>	Price per point
Regular rate per word	\$0.35/word	\$0.39/word	\$0.50/word		\$
Regular rate per hour	\$65.00/hour	\$63.00/hour	\$65.00/hour		\$
Urgent Rate per word	\$0.40/word	\$0.45/word	\$0.47/word		\$
Urgent rate per hour	\$70.00/hour	\$73.00/hour	\$75.00/hour		\$
					\$
Total price per point:					\$

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

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



## **PART 5 CERTIFICATIONS**

### **5.1 Mandatory Certifications Required Precedent to Contract Award**

#### **5.1.1 Code of Conduct and Certifications – Related documentation**

5.1.2 By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### **5.1.3 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" list <https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour.html> available from Employment and Social Development Canada (ESDC) – Labour's 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" 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" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Annex F - Federal Contractors Program for Employment Equity – Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Annex F - Federal Contractors Program for Employment Equity – Certification, for each member of the Joint Venture.

### **5.2 Additional 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 so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### **5.2.1 Electronic Payment**

H3027T (2016-01-28) Terms of Payment (Annex G of this document)

#### **5.2.2 Professional Services Resource**

5.2.2.1 By submitting a bid, the Bidder certifies that, if it is 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.

5.2.3 By submitting a bid, 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, certifications 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.



If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, the Bidder may propose a substitute to the Contracting Authority, providing:

- 5.2.3.1.1 The reason for the substitution with substantiating documentation acceptable to the Contracting Authority; the name, qualifications and experience of a proposed replacement immediately available for work; and proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 5.2.3.1.2 No more than one substitute will be considered for any given individual proposed in the bid. In response to the Bidder's proposed substitution, the Contracting Authority may elect in its sole discretion either to:
- 5.2.3.1.3 Set aside the bid and give it no further consideration; or
- 5.2.3.1.4 Evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid, with any necessary adjustments being made to the evaluation results, including the rank of the bid vis-à-vis other bids.

If no substitute is proposed the Contracting Authority will set aside the bid and give it no further consideration.

- 5.2.3.1.5 If a Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, 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.



## **PART 6 SECURITY REQUIREMENTS**

### **6.1 Security Requirement**

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

6.1.1.1 The Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;

6.1.1.2 The Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 - Resulting Contract Clauses.

6.1.1.3 The Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 – Resulting Contract Clauses;

6.1.2 For additional information on security requirements, bidders should consult the "Security Requirements for PSPC Bid Solicitations - Instructions to Bidders" <http://iss-ssi.pwgsc-tpsgc.gc.ca/msi-ism/index-eng.html> on the Departmental Standard Procurement Documents Website.

## **PART 7 RESULTING CONTRACT CLAUSES**

### **7.1 Requirement**

7.1.1 \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the services described in the Contract, including the Statement of Work - Annex "A" in accordance with, and at the prices set out in Basis of Payment Annex C, of the Contract. This includes:

- i. Providing Translation/Editing services, (on an as-and-when-required basis) when requested by Canada.

### **7.2 Optional Services**

7.2.1 The Contractor grants to Canada the irrevocable option to acquire the services described per Annex A – Statement of Work of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.

7.2.2 The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor at least 10 calendar days before the contract expires.

The Contractor must ensure that the Preposed Resources and or subsequent resources of this Contract or acceptable alternatives remain available in appropriate quantities for work under the Task Authorizations to be issued in accordance with this Contract. The contractor must also ensure that these individuals maintain any professional qualifications levels associated with the corresponding resource categories of the bid solicitation for which they are available.

### **7.3 Minimum Work Guarantee**

7.3.1 Canada's obligation under the Contract is to request Work in the amount of 10% of the Minimum Contract Value on the date the contract is first issued. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.





In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

- 7.3.1.1 Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract for default;
- 7.3.1.2 For convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
- 7.3.1.3 For convenience within thirty business days of Contract award.

#### **7.4 Contract Period**

7.4.1 The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- 7.4.1.1.1 The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends 2 year(s) later;
- 7.4.1.1.2 The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

#### **7.4.2 Option to Extend the Contract:**

- 7.4.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- 7.4.2.2 Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 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:

##### **7.5.2 Contracting Authority**

**NAME:** Sophia Edwards-Letellier  
**ADDRESS:** 200 Promenade du Portage, 4<sup>th</sup> Floor Gatineau, Quebec K1A 1K8  
**TELEPHONE NUMBER:** 819-994-8030  
**FAX NUMBER:** 819-953-9648  
**E-MAIL ADDRESS:** [Sophia.Edwards-Letellier@bst-tsb.gc.ca](mailto:Sophia.Edwards-Letellier@bst-tsb.gc.ca)

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

##### **7.5.3 Project Authority**

The Project Authority for the Contract is:

***TO BE INSERTED UPON CONTRACT AWARD***

The Project Authority 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 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.

#### 7.5.4 **Contractor's Representative**

***TO BE INSERTED UPON CONTRACT AWARD***

### 7.6 **Payment**

#### 7.6.1 **Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

For providing the Translation Services in accordance with the Contract, Canada will pay the Contractor the firm extended price(s) set out in Annex C- Basis of Payment, FOB destination, including all applicable taxes extra.

Estimated Cost: \$ ***TO BE INSERTED UPON CONTRACT AWARD***

#### 7.6.1.1 **Competitive Award**

The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

#### 7.6.2 **Limitation of Expenditure**

7.6.2.1 Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any applicable GST/QST. With respect to the amount set out on page 1 of the Contract, Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

7.6.2.2 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.

#### 7.6.3 **Method of Payment for Task Authorizations**

H1008C (2008-05-12), Monthly payment

Canada will pay the Contractor upon completion and delivery of all the Work associated with the Task Authorization in accordance with the payment provisions of the Contract if:

7.6.3.1 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;



- 7.6.3.2 All such documents have been verified by Canada;
- 7.6.3.3 The Work delivered has been accepted by Canada.

## **7.7 Price Protection - Most Favoured Customer**

- 7.7.1.1 To the best of the Contractor's knowledge, the prices it is charging to Canada under the Contract are not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities) for a similar quality and quantity of goods and services in the year before the Contract was awarded.
- 7.7.1.2 The Contractor also agrees that, if after the date the Contract is issued it reduces the prices it charges to other customers for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under the Contract (with notice to the Contracting Authority).
- 7.7.1.3 At any time during the 6 years after making the final payment under the Contract or until all claims and disputes then outstanding are settled, whichever is later, Canada has the right to audit the Contractor's records to verify that it is receiving (or has received) these prices. Canada will give at least 2 weeks of notice before the audit.
- 7.7.1.4 During this audit, the Contractor must produce invoices and contracts for similar quality or quantity of goods or services sold to other customers from one year before the Contract was awarded until the end of the Contract Period. If the Contractor is required by law or by contract to keep another customer's information confidential, the Contractor may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Contractor provides, together with the invoices and contracts, a certification from its Chief Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and number and location of service locations).
- 7.7.1.5 In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.
- 7.7.1.6 If Canada's audit reveals that the Contractor charged lower prices for a similar quality and quantity of goods and services under any contract where deliveries were made in the year before the Contract was awarded, or that the Contractor delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under the Contract, then the Contractor must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of the Contract.
- 7.7.1.7 Canada acknowledges that this commitment does not apply to prices charged by any affiliates of the Contractor.

## **7.8 Travel and Living Expenses**

There are no travel and living expenses associated with the contract.

## **7.9 Invoicing Instructions**

- 7.9.1 The Contractor must submit invoices in accordance with the information required in the General Conditions.
- 7.9.2 The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.



- 7.9.3 The Contractor must provide the original of each invoice to the Project Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

#### **7.10 Applicable laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **TO BE INSERTED UPON CONTRACT AWARD**.

#### **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 General Conditions 2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity);
- c) Annex A - Statement of Work;
- d) Annex B – Specifications and Standards
- d) Annex C - Basis of Payment;
- e) Annex E - Security Requirements Check List;
- f) Task Authorizations approval (including all of their annexes, if any); and
- g) the Contractor's bid dated \_\_\_\_\_ (**to be inserted at contract award**).

#### **7.12 Certifications**

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

#### **7.12.2 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 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.

#### **7.13 Security Requirements**

- 7.13.1 The Contractor must, at all times during the performance of the Contract, maintain a valid Designated Organization Screening (DOS) issued by Public Service and Procurement Canada – Industrial Security Program " <http://iss-ssi.pwgsc-tpsgc.gc.ca/msi-ism/index-eng.html>
- 7.13.2 The Contractor and its Resources having access to Protected B information must EACH maintain a valid Reliability Status issued by Public Works and Government Services Canada – Industrial Security Program.

#### **7.14 Safeguarding Electronic Media**

- 7.14.1 Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.



- 7.14.2 If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

### **7.15 Intellectual Property**

- 7.15.1 Documentation produced by the Contractor in the performance of the work under this Request For Proposal and pursuant contract shall vest in and remain the property of TSB.

#### **7.15.2 Implementation of Professional Services:**

- 7.15.3 If similar professional services are currently being provided by another supplier or by Canada's own personnel, the Contractor is responsible for ensuring that the transition to the professional services it provides under the Contract is completed in a way that does not disrupt Canada's operations or users, and does not result in any interim degradation to the timeliness or quality of service. The Contractor is solely responsible for any additional training required by its resources to perform the Work, and time spent by resources on that training or becoming familiar with the Client's environment must not be charged to Canada. The transition will be considered complete once the Contractor has demonstrated, to the satisfaction of the Project Authority, that it is ready and able to carry out the Work. The transition must be complete by no later than 10 working days after the Contract is awarded. All costs associated with establishing itself to provide the professional services are the responsibility of the Contractor.

### **7.16 Transition Services at End of Contract Period**

The Contractor agrees that, in the period leading up to the end of the Contract Period, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.



## ANNEX A

### STATEMENT OF WORK

#### 1 TITLE

TRANSLATION AND EDITING SERVICES

#### 2 BACKGROUND

The Transportation Safety Board of Canada (TSB) is an independent agency that advances transportation safety in the air, marine, rail and pipeline, modes of transportation by:

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

#### 3 SCOPE OF WORK

3.1 The Contractor will (on an as-and-when-required basis) provide French-English and English-French translation services and/or French and/or English editing services for the Transportation Safety Board of Canada in the eleven (11) following sub-streams:

1. Translation; French – English; Air Reports
2. Translation; French – English; Rail/Pipeline Reports
3. Translation; English – French; Air Reports
4. Translation; English – French; Marine Reports
5. Translation; English – French; Rail/Pipeline Reports
6. Editing; French; Air Reports
7. Editing; French; Marine Reports
8. Editing; French; Rail/Pipeline Reports
9. Editing; English; Air Reports
10. Editing; English; Marine Reports
11. Editing; English; Rail/Pipeline Reports

For each task/project, the Contractor must provide translation/editing services and must:

- i. Ensure ensure timely reception of correspondence, source documents, and reference materials by maintaining both a reliable email service and a secure file-transfer facility (e.g., password-protected FTP site).
- ii. Follow the specified format, content, style, level of language, terminology TSB style guides, glossaries, databases, and all other relevant document specifications detailed in the Task Authorization (TA) process. The TA process consists of the request for time and cost estimate, contractor response (quotation) and the TSB Manager/Director approval email to proceed with the translation.



- iii. Consult and use reference materials provided by the TSB, when available, and other relevant reference materials available from other sources.
- iv. Consult with the TSB contact person(s) identified in the Task Authorization or the TSB Project Authority, to clarify the task content of the material as required in the context of providing translation/editing services.
- v. Translate the material from English/French to French/English
- vi. Revise and proofread the work to ensure correctness of translation, consistency of style and terminology, and correct grammar, syntax, spelling, and punctuation
- vii. Ensure timely delivery of the translated materials at the time and date as well as under the conditions specified in the Task Authorization.
- viii. Maintain a strict standard of quality control, and continue to provide services in accordance with best practices.
- ix. Translate/Edit TSB Accident Investigation Reports and other various materials.
- x. Maintain a database of terminology and standard text used by the TSB that can be consulted by the TSB.
- xi. On an infrequent occasion secure and manage translation services in languages other than English and French (for example, translation/editing to Vietnamese, German, Cree, Inuktitut from French or English or vice-versa).
- xii. Provide the TSB with a translation that meets the required quality standards detailed in sections 5 of Annex B - Specifications and Standards.

#### **4 Deliverables**

When a Task Authorization document (email of approval to proceed) is issued for one of the following: French-English translation services and/or English-French translation services and/or English editing services and/or French editing services, the Contractor will have 24 hours to accept or refuse the task at hand. Should the Contractor refuse the work, the TSB reserves the right to offer the work to an alternate service provider for of the same services.

The Contractor who accepts the work will submit the following deliverables to the TSB Project Authority within the established time frame:

1. The translation or editing service that was requested in the TSB Task Authorization. The translated/edited document **MUST** meet the required service standards detailed in Annex B Specifications and Standard; and **MUST** be delivered at the time and to the correct individual (by email) as specified in the TSB Task Authorization.
2. All translation and editing services **MUST** follow the format, font and layout as the original text, and be done with the same software. The translation/editing **MUST** be ready for use (i.e. free of comments, questions and/or notes) upon delivery to the TSB, unless previously agreed otherwise by the Project Authority.

If work is accepted, but completed in an untimely or unacceptable fashion (not meeting service standards), penalties **WILL** be imposed.



Bureau de la sécurité  
des transports  
du Canada

Transportation  
Safety Board  
of Canada

P1800001

Unless otherwise described in this contract, written notice by means of a contract amendment of Canada's intention to exercise such option shall be given to the Contractor at least ten (10) business days before the schedule effective date of the requirement. The TSB's Contracting Authority shall be the only authority to exercise this option.

\* Contractor services will be called upon on an 'as and when required' basis. Contractors should note that there is no guarantee of work.





## **ANNEX B**

### **SPECIFICATIONS AND STANDARDS**

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

#### **1. Language**

The Contractor requires an exceptional knowledge of English and French, including mastery of grammar, usage, the principles of composition, and style conventions in common use within the federal government.

#### **2. Volume of Work**

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

#### **3. Word Count for Translation and Editing**

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

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

#### **4. Format and Software for Translation**

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

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

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

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



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

## **5. Quality Standards**

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

- 5.1 Translations must be completed using a style and level of language that is consistent with the nature and end use of the document.
- 5.2 The Contractor will ensure standardization and consistency of terminology by assigning only TSB-tested and authorized individuals to a document or group of documents.
- 5.3 The Contractor must ensure that the translation/editing is standardized when using the services of more than one pre-qualified translator/editor, while respecting TSB's established timelines.
- 5.4 Translations/Editing projects must meet the service standards detailed in the section: Required Service Standards and Remedies for Non-performance.

## **6. Documentation, Terminology and Resource Person**

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

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

## **7. Equipment and Supplies**

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

## **8. Inspection and Acceptance of Deliverables**

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

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

The Contractor must provide the services of the personnel named in the Task Authorization to perform the work, unless the Contractor is unable to do so for reasons beyond his or her control.



For more information about contractor service delivery and personnel, see section Contractor Personnel.

## **9. Reporting Requirements**

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

### **9.1 Availability and Deadlines**

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

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

### **9.2 Pick-up and Delivery**

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

Publishing and Linguistic Services Division  
Transportation Safety Board of Canada  
200 Promenade du Portage, 4<sup>th</sup> Floor  
Gatineau, Quebec K1A 1K8

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

**9.2.1** The TSB Project Authority's coordinator will contact the Contractor by e-mail and/or telephone to request his or her services and provide the details of the requested work (type of service, length and nature of the text, required return date, etc.). The Contractor will then accept the request for service, ask for amendments, or refuse the request for service. The Contractor will dispose of a maximum of 24 hours to come to a decision. Upon agreement, the Contractor will provide the estimated number of hours required to complete the work. The number of hours/days requested must be in accordance with standard service levels (1200 words/regular day for translations; 1400 words/regular day for editing). The number of words in the document will be used as the basis for payment for the translation/editing of the document in question.

**9.2.2** Once the Contractor and the TSB Project Authority's coordinator have agreed on the terms and conditions of the requested work, the TSB coordinator will prepare a Task Authorization document and fax/e-mail it to the Contractor for signature. The Task Authorization will contain the relevant details for the work (name of project, deadline,



number of words and rate based on whether the task is 'regular or rush' and 'regular or technical/specialized') and will indicate how and where the text is to be returned, whether the completed text is to be delivered in installments and the related conditions. The contractor will sign the Task Authorization and return it by fax/e-mail.

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

## **10. Required Service Standards and Remedies for Non-Performance**

### **10.1 Definitions**

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

#### **Major Errors**

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

#### **Minor Errors**

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

### **10.2 Required Service Standards**

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

- 10.2.1** The Contractor shall submit completed work that contains no more than one (1) major error per 10 full pages of text. A document of less than 10 pages **MUST** be free of major errors.
- 10.2.2** The Contractor shall submit completed work that contains no more than one (1) minor error per 400 words.
- 10.2.3** The Contractor shall submit the requested work on time and in accordance with the deadlines established and agreed to by the TSB Project Authority and the Contractor at the time of the Task Authorization award.
- 10.2.4** The Contractor must maintain the capacity to translate simultaneously and at the identified level of quality up to 10 translations in one or more of the 4 subject matter areas in addition to associated communications products.



**10.3 Non-Performance**

Failure on the part of the Contractor to adhere to the required service standards (as per the section above) may result in the application of a fee abatement by the TSB. In cases where the Contractor has failed to adhere to the required service standards, the TSB reserves the right to apply an abatement to the Contractor's fee as per the following table:

REQUIRED SERVICE STANDARD NOT MET	FEE ABATEMENT
10.2.1 and/or 10.2.2	An abatement to the Contractor's invoice for the Task Authorization that does not exceed 50% of the total \$ value of the Task Authorization (not including GST/QST)
10.2.3	<p>An abatement to the Contractor's invoice for the Task Authorization that is equal to 10% of the total \$ value of the Task Authorization (not including GST/QST) for the first day of delay.</p> <p>An abatement to the Contractor's invoice for the Task Authorization that is equal to 5% of the total \$ value of the Task Authorization (not including GST/QST) for each day after the first day of delay.</p> <p>After 10 days of delay, the TSB Project Authority reserves the right to cancel the Task Authorization at no expense to the TSB and assign the work to another Contractor.</p>

The TSB reserves the right to apply the fee abatement policy at its sole discretion. The TSB will consider all aspects of each individual case prior to rendering the decision to impose the fee abatement policy. Furthermore, failure to comply with the required service standards may result in the Contract being cancelled.

**11. Contractor Personnel**

**11.1 Resource Qualifications**

The Contractor is required to ensure that the individual resources providing services to the TSB are security cleared (enhanced reliability level), and that they are operating at all times in accordance with all applicable legislation, regulations, codes, policies and procedures. The Contractor MUST ensure that all individual resources are qualified to provide services as a result of this RFP, keep up-to-date with developments in their professional field, as well as with developments in the transportation field.



Unless the Contractor is unable to do so for reasons beyond his or her control, the Contractor MUST ensure that tasks are only delegated to individuals who have met the Mandatory Criteria set forth in the attached RFP.

**11.1.1** The TSB, through the TSB Project Authority, reserves the right to require the Contractor to undertake personnel replacements should Contractor personnel not meet (in TSB's exclusive opinion) the TSB's expectations regarding knowledge, experience, skills and/or abilities. Personnel substitutions or replacements needed in order to meet the requirements of any given Task Authorization document are the responsibility of the Contractor, but MUST be authorized by the TSB Project Authority.

**11.2 Unavailability of Resources**

Should the Contractor at any time be unable to provide the services of the personnel named in the Task Authorization, the Contractor must notify in writing the TSB Project Authority of the reason. This notification must take place before any replacement personnel commence work.

The Contractor may then provide to the TSB Project Authority the name(s) and an outline of the qualifications and experience of a proposed replacement resource if there is one. The replacement personnel must have skills and ability similar to or greater than the personnel named in the Task Authorization and must charge the same amount for the work requested by the TSB.

Under no circumstances will the Contractor allow performance of services by replacement resources who have not been authorized by the TSB Project Authority.

**11.3 Unsuitability of Resources**

Should the Contractor's personnel be considered unsuitable by the TSB, and upon written notice from the TSB's Project Authority, the Contractor may be asked to provide suitable replacements or the Contract may be terminated by the TSB. Failure to provide suitable replacements will result in either the Task Authorization or the Contract being terminated by the TSB.

**11.3.1** Permanent replacement resources MUST meet the Mandatory Criteria set forth in the attached RFP.

**12 TSB Support**

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

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

**13 Language of Work**

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



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

**14 Task Assignment and Authorization Procedures**

The Contractor will not commence the work until he or she receives a Task Authorization signed by the TSB Project Authority's coordinator. In signing the Task Authorization, the Contractor agrees to conduct the work outlined within the time period stipulated in the Task Authorization.

Upon agreement on the price, return date and other conditions, the TSB Project Authority will authorize the Contractor to proceed with the work by issuing a Task Authorization document.

The Contractor will acknowledge receipt of this document within 1 day (24 hours) of receiving it. The Contractor will sign the document and return it electronically back to the TSB Project Authority.



**ANNEX C**

**BASIS OF PAYMENT**

**1.0 Contract Period**

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

For the provision of services as described in Annex A - Statement of Work, the Contractor will be paid the firm unit prices below in the performance of this Contract, GST(5%)/ QST(9.975%) extra.

<b>Contract Period</b>	
From contract award to March 31, 2019	
Description	Firm Unit Prices
Regular Rate per word for Translation services	\$ /word
Regular Rate per hour for revision services	\$ /hour
Urgent Rate per word for translation services	\$ /word
Urgent rate per hour for revision services	\$ /hour

*\*The minimum billing time period is thirty (30) minutes. Billing must be for actual time worked and must be rounded up to the nearest ¼ hour (15 minutes).*

**2.0 Options to Extend the Contract Period:**

Subject to the exercise of the option to extend the Contract period in accordance with Article 4.2 of the original contract, Options to Extend Contract, the Contractor will be paid the firm unit prices, in accordance with the following table, GST(5%)/ QST(9.975%) extra, to complete all Work and services required to be performed in relation to the Contract extension.

Description	Option Period: Year 1	Option Period: Year 2
	April 1, 2019 to March 31, 2020	April 1, 2020 to March 31, 2021
Description	Firm Unit Price	Firm Unit Price
Regular Rate per word for translation services	\$ /word	\$ /word
Regular rate per hour for revision services	\$ /hour	\$ /hour
Urgent rate per word for translation services	\$ /word	\$ /word
Urgent rate per hour for revision services	\$ /hour	\$ /hour

*\*The minimum billing time period is thirty (30) minutes. Billing must be for actual time worked and must be rounded up to the nearest ¼ hour (15 minutes).*

**3.0 GST or QST**





(a) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST), or Quebec Sales Tax (QST), as applicable, unless otherwise indicated. The GST, QST, whichever is applicable, is extra to the price herein and will be paid by Canada.

(b) The estimated GST or QST of \$<**To Be Inserted at Contract Award**>is included in the total estimated cost shown on page 1 of this Contract. The estimated HST or QST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or QST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST or QST paid or due.



**ANNEX D**

**POINT RATED TECHNICAL CRITERIA**

#	Point Rated Technical Criterion	Maximum score	Bidder Response (Bidder to explain how points are obtained and reference location in bid)
R1	<p>Within the past fifteen (15) years, the proposed resources for criterion <b>M4</b> must have 5 years full time work experience working as a translator and/or editor.</p> <p><b>For every project presented, the bidder must include:</b></p> <ol style="list-style-type: none"> <li>1. the project's title and description;</li> <li>2. the number of words in the proposed documents;</li> <li>3. the client's name;</li> <li>4. details about the work done by the proposed resource; and</li> <li>5. a reference .</li> </ol> <p><b>When multiple projects are mentioned, they may overlap.</b></p> <p>.....</p> <p>Points will be awarded based on the following formula:</p> <p>3 points per project 3 points per additional project, to a maximum of points</p>	12	
R2	<p>Within the past eight (8) years, the proposed resources for criterion <b>M5</b> have experience beyond that stated for criterion <b>M5</b>.</p> <p><b>The bidder must include:</b></p> <ol style="list-style-type: none"> <li>1. the total number of years of experience for every proposed resource;</li> <li>2. the client's name and address;</li> <li>3. the start and end dates of the work;</li> <li>4. details about the work done on the project(s) by the proposed resources; and</li> <li>5. a reference.</li> </ol> <p>.....</p> <p>Points will be awarded based on the following formula:</p> <p>5 points per year of additional experience to a maximum of 15 points.</p>	15	
R3	<b>M9</b> Proposed Resources <b>MUST</b> provide 3 references for	10	



	<p>similar work - contact names and phone numbers must be included - proposing firm cannot be a reference</p> <p><b>For every project presented, the bidder must include:</b></p> <ol style="list-style-type: none"> <li>1. the project's title and description;</li> <li>2. the number of words in the proposed documents;</li> <li>3. the client's name;</li> <li>4. details about the work done by the proposed resource; and</li> <li>5. a reference.</li> </ol> <p><b>When multiple projects are mentioned, they may overlap.</b></p> <p>.....</p> <p>Points will be awarded based on the following formula: 2 points per additional project, to a maximum of 10 points.</p>		
R4	<p><b>M10</b> The bidder has experience in completing translation projects in the field of Transportation, Air, Marine, Rail and Pipelines.</p> <p><b>For every project presented, the bidder must include:</b></p> <ol style="list-style-type: none"> <li>1. the project's title and description;</li> <li>2. the number of words;</li> <li>3. the language (from English to French/from French to English);</li> <li>4. the client's name;</li> <li>5. details about the work completed; and</li> <li>6. a reference.</li> </ol> <p><b>When multiple projects are mentioned, they may overlap.</b></p> <p>.....</p> <p>Points will be awarded based on the following formula:</p> <p>2 points for 2 initial projects</p> <p>2 points per additional project</p> <p>Maximum of 8 points</p>	8	
	Total number of points	45	
	Maximum score needed	31.5	

## ANNEX E



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat <b>P1800001</b>
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	Transportation Safety Board of Canada	2. Branch or Directorate / Direction générale ou Direction Communications / Strategic Communications
3. a) Subcontract Number / Numéro du contrat de sous-traitance P1800001	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant TBD	
4. Brief Description of Work / Brève description du travail Editor to conduct parallel edit of annual report, plus other communications products such as news release and media lines.		
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 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 checked="" 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 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



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<b>PART A (continued) / PARTIE A (suite)</b>	
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 :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?  Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)</b>	
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"/> TOP SECRET- SIGINT / TRÈS SECRET - SIGINT <input type="checkbox"/> SITE ACCESS / ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> SECRET / SECRET <input type="checkbox"/> NATO SECRET / NATO SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET
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? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)</b>	
<b>INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</b>	
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?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>PRODUCTION</b>	
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?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
<b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b>	
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?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui



Contract Number / Numéro du contrat <i>P1800001</i>
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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 / CONFIDENTIEL	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).**



Contract Number / Numéro du contrat <i>P1800001</i>
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) Fedeski-Koundakjian, Paula		Title - Titre Manager, Publishing Services	Signature <i>Paula Fedeski-Koundakjian</i>
Telephone No. - N° de téléphone 819-934-6647	Facsimile No. - N° de télécopieur 819-953-1733	E-mail address - Adresse courriel Roxanne.D'Aoust@bst-tsb.gc.ca	Date 2016.12.21
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) GIRARD, CLAUDE		Title - Titre DSSO	Signature <i>C. Girard</i>
Telephone No. - N° de téléphone <i>819-994-4316</i>	Facsimile No. - N° de télécopieur <i>819-997-2239</i>	E-mail address - Adresse courriel <i>Claude.Girard@BST-TSB.gc.ca</i>	Date <i>2017-01-27</i>
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 type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) <i>Sophia Edwards-Letellier</i>		Title - Titre <i>Procurement and Contracting Specialist</i>	Signature <i>Sophia Edwards-Letellier</i>
Telephone No. - N° de téléphone <i>819-994-8030</i>	Facsimile No. - N° de télécopieur <i>819-953-9648</i>	E-mail address - Adresse courriel <i>Sophia.Edwards-Letellier@bst-tsb.gc.ca</i>	Date <i>2017/01/27</i>
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date



## ANNEX F

### 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 such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit ESDC-Labour's website.

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

Complete both A and B.

A. 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. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)





**ANNEX G**

**ELECTRONIC PAYMENT INSTRUMENTS**

As indicated in Part 3, clause 3.3.1.3, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- MasterCard Acquisition Card;
- Direct Deposit



**FORM 1: BIDDER SUBMISSION FORM**

<b>BID SUBMISSION FORM</b>	
<b>Bidder's full legal name</b> <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Fax #
	Email
<b>Bidder's Procurement Business Number (PBN)</b> <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>	
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b>  See the Article in Part 2 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"
	Is the Bidder a FPS who received a lump sum payment under the terms of the work force adjustment directive? Yes ____ No ____  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"
<b>Number of FTEs</b> [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]	
<b>Security Clearance Level of Bidder</b> <i>[include both the level and the date it was granted]</i> <i>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</i>	
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.	
<b>Signature of Authorized Representative of Bidder</b>	



FORM 2: INTEGRITY

<b>Adresse de courriel /E-mail Address:</b> <a href="mailto:Sophia.Edwards-Letellier@bst-tsb.gc.ca">Sophia.Edwards-Letellier@bst-tsb.gc.ca</a>	
<b>Ministère/Department:</b> Transportation Safety Board of Canada	
<b>Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier</b> Cliquez ici pour entrer du texte./Click here to enter text.	
<b>Adresse du fournisseur / Supplier Address</b> Cliquez ici pour entrer du texte./Click here to enter text.	
<b>NEA du fournisseur / Supplier PBN</b> Cliquez ici pour entrer du texte./Click here to enter text.	
<b>Numéro de la demande de soumissions (ou numéro du contrat proposé)</b> <b>Solicitation Number (or proposed Contract Number)</b> P1800001	
<b>Membres du conseil d'administration (Utilisez le format - Prénom Nom)</b> <b>Board of Directors (Use format - first name last name)</b>	
<b>1. Membre / Director</b>	Cliquez ici pour entrer du texte. /Click here to entertext.
<b>2. Membre / Director</b>	Cliquez ici pour entrer du texte. /Click here to entertext.
<b>3. Membre / Director</b>	Cliquez ici pour entrer du texte. /Click here to entertext.
<b>4. Membre / Director</b>	Cliquez ici pour entrer du texte. / Click here to entertext.
<b>5. Membre / Director</b>	Cliquez ici pour entrer du texte. /Click here to entertext.
<b>6. Membre / Director</b>	Cliquez ici pour entrer du texte. / Click here to entertext.
<b>7. Membre / Director</b>	Cliquez ici pour entrer du texte. /Click here to entertext.
<b>8. Membre / Director</b>	Cliquez ici pour entrer du texte. /Click here to entertext.
<b>9. Membre / Director</b>	Cliquez ici pour entrer du texte. /Click here to entertext.
<b>10. Membre / Director</b>	Cliquez ici pour entrer du texte. / Click here to entertext.
<b>Autres Membres/ AdditionalDirectors:</b> Cliquez ici pour entrer du texte./Click here to enter text.	

