



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

Department of Justice
Finance and Planning Branch
attention: Bradley Menagh
East Memorial Building
284 Wellington Street
Ottawa ON K1A 0H8
Bids Receiving Unit: 613-724-1521

Ministère de la Justice
Direction générale des finances et de la planification
Attention : Bradley Menagh
Édifice Commémoratif Est
284, rue Wellington
Ottawa (Ontario) K1A 0H8
service de réception des soumissions : 613-724-1521

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Comments - Commentaires

Proposal To: Department of Justice

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

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.

Proposition au : Ministère de la Justice

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

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
3. tous les renseignements figurant dans la soumission sont complets, véridiques et exacts; et
4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

Title – Sujet	
Official Languages Translation, Editorial and Linguistic Services for the Department of Justice Canada (Justice) Communications Branch	
Solicitation No. – N° de l'invitation	Date
1000023314	2017-Sep-5
Client Reference No. – N° référence du client	
1000023314	
GETS Reference No. – N° de référence de SEAG	
1000023314	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 02 :00 PM – 14h00	Eastern Daylight Time (EDT)
on – le October 17, 2017	Heure Avancée de l'Est (HAE)
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address inquiries to – Adresser toute demande de renseignements à :	
Kayla Pordonick	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. / e-mail N° de télécopieur / courriel
	Kayla.Pordonick@justice.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction	
Ottawa, Ontario	
Instructions: See Herein	
Instructions : Voir aux présentes	
Delivery required -Livraison exigée	Delivery offered -Livraison proposée
See Herein – Voir aux présentes	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
e-mail - courriel	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

PART 1 - GENERAL INFORMATION:

provides a general description of the requirement;

PART 2 - BIDDER INSTRUCTIONS:

provides the instructions, clauses and conditions applicable to the bid solicitation;

PART 3 - BID PREPARATION INSTRUCTIONS:

provides bidders with instructions on how to prepare their bid;

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION:

indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION:

includes the certifications and additional information to be provided;

PART 6 – SECURITY REQUIREMENTS:

includes specific requirements that must be addressed by bidders; and

PART 7 - RESULTING CONTRACT CLAUSES:

includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

Statement of Work,

Basis of Payment,

Security Requirements Checklist; and

Integrity Regime Verification Form

1.2 Summary

1.2.1 The Department of Justice Canada (JUS) has a requirement for English-to-French and French-to-English translation, editorial and linguistic services on an “as and when requested” basis to fill the current and growing requirements of the Department of Justice Canada Communications Branch. The Work will require the Contractor to maintain the capacity to pick up and delivery material in the National Capital Region (NCR).

The Contractor's Translation Team shall comprise of three (3) to five (5) members, one of whom will be the Lead Translator, who will be responsible for providing guidance and direction to all other translators and will review all translated text to ensure the quality and consistency of all text provided to the client. The Lead Translator will also be responsible for conducting the translation for all documents with a security classification higher than PROTECTED B (up to and including SECRET). There must be an alternate translator designated as a backup for the Lead Translator to ensure work will continue if the Lead Translator is not available.

Documents for translation and revision will range from 1 to 120 pages in length. However, most of the work will be for documents of 1 to 20 pages in length.

Three categories of work are identified:

- a) Category I: Text only translation and/or revision of core documents including reports, web and social media content, speeches, news releases, backgrounders, strategies, brochures, ministerial messages, video scripts and any other core documents identified by the PA in the issued Translation Services Request (TSR). Turnaround time and delivery date will be negotiated between the PA and the Contractor prior to finalizing the TSR.
- b) Category II: Translation and/or revision of complex materials including presentation decks, info graphics and other graphic elements, templates and/or other documents with complex formatting, and material of a highly technical nature and any other complex materials identified by the PA in the issued Translation Services Request (TSR). Turnaround time and delivery date will be negotiated between the PA and the Contractor prior to finalizing the TSR.



c) Category III: Urgent translation and/or revision of Category I core documents and/or Category II complex materials with mandatory, non-negotiable turnaround times of same business day, often within one hour, or next business day, including evenings weekends and statutory holidays.

The resulting Contract will be from January 1, 2018 to December 31, 2018 with four (4) additional one (1) year option periods. The budget for the services within the contract period is not to exceed \$175,000.00 plus applicable taxes per year.

1.2.2 There are security requirements associated with this requirement. For additional information, consult *Part 6 - Security, Financial and Other Requirements*, and *Part 7 - Resulting Contract Clauses*. For more information on personnel and organization security screening or security clauses, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.2.3 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

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 fifteen (15) working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003 \(2017-04-27\) Standard Instructions - Goods or Services - Competitive Requirements](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/22) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/22>) are incorporated by reference into and form part of the bid solicitation.

Section 05, *Submission of Bids*, subsection 4, of *2003 Standard Instructions - Goods or Services - Competitive Requirements*, incorporated by reference above, is amended as follows:

Delete: 60 days

Insert: 120 days

2.2 Submission of Bids

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

Bidders must submit Page 1 of this Request for Proposal, duly completed and signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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 Ontario.

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid: three (3) hard copies and one (1) soft copy on CD
- Section II: Financial Bid: one (1) hard copy
- Section III: Certifications: one (1) hard copy
- Section IV: Additional Information: one (1) hard copy

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

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process ([Policy on Green Procurement, http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

- I1 In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- I2 The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

- II1 Bidders must submit their financial bid in accordance with *Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule*. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

- III1 Bidders must submit the certifications and additional information required under Part 5, including the attachments to Part 5.
- III2 Bidders must also submit Page 1 of this Request for Proposal, duly completed and signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).



Section IV: Additional Information

IV1 Bidder's Proposed Site or Premises Requiring Safeguard Measures

As indicated in *Part 6 - Security Requirements*, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

- Address:
- Street Number / Street Name, Unit / Suite / Apartment Number
- City, Province, Territory / State
- Postal Code / Zip Code
- Country

IV2 Bidder's Proposed Individuals Requiring a Security Clearance

As indicated in *Part 6 - Security Requirement*, the Bidder must provide the required information below, on the proposed individuals who will perform work under this Contract, who require access to classified or protected information or assets.

There must be a minimum of three (3) to a maximum of five (5) proposed translators that are available to perform the work under a resulting Contract. Of the proposed translators:

- All proposed translators must hold, at a minimum, a valid RELIABILITY STATUS, granted and approved by CISD/PWGSC
- The proposed Lead Translator must hold, at a minimum, a valid SECRET security clearance, granted and approved by CISD/PWGSC
- The proposed Alternate/Backup Lead Translator must hold, at a minimum, a valid SECRET security clearance, granted and approved by CISD/PWGSC.

Full Name (as it appears on the Security Clearance)	Security Screening Certificate and Briefing Form File Number	Level of Security Obtained and Expiry Date
Lead Translator:		
Alternated/Backup Lead Translator:		
Translators:		

The Company Security Officer (CSO) must ensure through the [Industrial Security Program \(ISP\)](#) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in *Part 6 – Security Requirements*.

IV3 Bidder Information

The Bidder must include the following information in their bid:

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

IV4 Payment of Invoices by Credit Card

Canada requests that Bidders complete one of the following:

- () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.
The following credit card(s) are accepted: Master Card
- () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of invoices will not be considered as an evaluation criterion.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria (Step 1)

Refer to *Attachment 1 to Part 4: Technical Evaluation Criteria*.

4.1.1.2 Point Rated Technical Criteria (Step 2)

Refer to *Attachment 1 to Part 4: Technical Evaluation Criteria*.

Point-rated technical criteria not addressed will be given a score of zero.

4.1.2 Financial Evaluation (Step 3)

4.1.2.1 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with *Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule*.

Only compliant proposals meeting all of the requirements detailed in Steps 1 and 2 will be considered at this point.

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the Request for Proposal (RFP).

Failure or refusal to provide a price or rate for any item in *Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule* shall be considered as failing to meet a mandatory requirement of the RFP and, therefore, the Bidder's proposal shall be given no further consideration.

4.1.2.2 The volumetric data included in the pricing schedule detailed in *Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule* are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

4.2 BASIS OF SELECTION

4.2.1 Basis of Selection - Lowest Price per Point

4.2.1.1 To be declared responsive, a bid must: a) comply with all the requirements of the bid solicitation; b) meet all mandatory technical evaluation criteria; and c) obtain the required minimum number of points specified in Attachment 1 to Part 4: Technical Evaluation Criteria

4.2.1.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. 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 price per point will be recommended for award of a contract.

4.2.1.3 The evaluated price per point of a responsive bid will be determined by dividing its evaluated price in Attachment 2 to Part 4: Financial Evaluation – Pricing Schedule by the overall score it obtained for the point rated technical criteria in Attachment 1 to Part 4: Technical Evaluation Criteria.

4.2.2 In the event two or more responsive bids have the same evaluated lowest price per point, the responsive bid that obtained the highest overall score for the point rated technical criteria detailed in Attachment 1 to Part 4: Technical Evaluation Criteria will be recommended for award of a contract.



ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

1 Mandatory Technical Criteria

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

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

Bidders are advised that the month(s) of experience listed for a project or client whose timeframe overlaps that of another referenced project or client will only be counted once. For example: Client 1 timeframe is July 2001 to December 2001; Client 2 timeframe is October 2001 to January 2002; the total months of experience for these two client references is seven (7) months.

MANDATORY TECHNICAL CRITERIA		
No.	Mandatory Requirement	Cross Reference to Proposal (Page #)
M1	<p>Lead Translator</p> <p>The Bidder must propose and designate one (1) Lead Translator. The proposed Lead Translator must:</p> <ul style="list-style-type: none"> a) Hold an accreditation from, and be in good standing with: <ul style="list-style-type: none"> • the Canadian Translators Terminologists and Interpreters Council (or Member Associations), <u>or</u> • the Ordre des traducteurs, terminologues et interprètes agréés du Québec; b) Hold a university diploma or degree in translation <u>or</u> hold a university degree from a Canadian institution without specialization in translation*; c) Have a minimum of sixty (60) months experience as a translator; and d) Have a minimum of twenty-four (24) months experience in translating legal terminology. <p>Note: The same experience can be used for both c) and d) above.</p>	
M2	<p>Alternate/Backup Lead Translator</p> <p>The Bidder must propose and designate one (1) Alternate/Backup Lead Translator. The Alternate/Backup Lead Translator must:</p> <ul style="list-style-type: none"> a) Hold an accreditation from, and be in good standing with: <ul style="list-style-type: none"> • the Canadian Translators Terminologists and Interpreters Council (or Member Associations), <u>or</u> • the Ordre des traducteurs, terminologues et interprètes agréés du Québec; b) Hold a university diploma or degree in translation <u>or</u> hold a university degree from a Canadian institution without specialization in translation*; c) Have a minimum of sixty (60) months experience as a translator; and d) Have a minimum of twenty-four (24) months experience in translating legal terminology. <p>Note: The same experience can be used for both c) and d) above.</p>	
M3	<p>Translators</p> <p>The Bidder must propose a minimum of one (1) to a maximum of three (3) translators (in addition to the Lead Translator and Alternate/Backup Lead Translator). Each proposed translator must:</p> <ul style="list-style-type: none"> a) Hold an accreditation from, and be in good standing with: <ul style="list-style-type: none"> • the Canadian Translators Terminologists and Interpreters Council (or Member Associations), <u>or</u> • the Ordre des traducteurs, terminologues et interprètes agréés du Québec; b) Hold a university diploma or degree in translation <u>or</u> hold a university degree from a Canadian institution without specialization in translation*; c) Have a minimum of twenty-four (24) months experience as a translator. 	
M4	<p>Secure Web Portal</p> <p>The Bidder must demonstrate that they have a secure web portal that can be used to submit requests and transmit documents up to the security classification of PROTECTED B.</p>	



*Where the university diploma or degree in translation has been issued by a foreign institution, a document from the federal or provincial government or the equivalent as established by a recognized Canadian Academic credentials assessment service must be submitted with the offer.

The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following internet link: <http://www.cicic.ca>. The written letter/notice from the International Credential Assessment Service of Canada Inc, stating that the diploma or degree is the Canadian equivalency, must be submitted with the offer.

2 Point Rated Technical Criteria

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

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

Technical proposals will be assessed separately against the evaluation criteria identified below. Point rated criteria not addressed in the bidder's proposal will result in a score of zero being assigned against that particular criterion.

Only those Proposals which are compliant with all of the Mandatory Requirements and then achieve (or exceed) the stated minimum points for the rated criteria will be further considered for award of a contract.

Bidders are advised that the month(s) of experience listed for a project or client whose timeframe overlaps that of another referenced project or client will only be counted once. For example: Client 1 timeframe is July 2001 to December 2001; Client 2 timeframe is October 2001 to January 2002; the total months of experience for these two client references is seven (7) months.

POINT RATED TECHNICAL CRITERIA			
No.	Point Rated Requirement	Scoring Scheme	Cross Reference to Proposal
R1	Bidder Capacity		
R1.1	The Bidder should demonstrate they had an English to French translation capacity of at least 3000 words per day over a period of six (6) consecutive months since June 2016. The Bidder should provide the following information: a) The dates where services were provided; b) The number of words translated; and c) The name of the client reference and current contact information (telephone number or email address) Note: # of words/day will be calculated by adding the total number of words from each client/task and dividing by the total number of days (including weekends and holidays) for all clients/tasks, without overlap.	Less than 3000 words/day = 0 pts 3000-3500 words/day = 3 pts 3501-4500 words/day = 5 pts 4501-5000 words/day = 7 pts More than 5000 words/day = 9 pts <i>To a maximum of 9 points</i>	
R1.2	The Bidder should demonstrate its procedures proposed to maintain uninterrupted Official Languages translation services over 365 days a year including urgent work.	Extended hours of operation = 2 pts Weekend hours = 2 pts Innovative staffing schemes = 2 pts Dedicated team of translators = 2 pts Replacement scheme during vacation and/or leave and/or statutory holidays = 2 pts <i>To a maximum of 10 points</i>	
TOTAL FOR R1 (minimum of 11 points required for the proposal to be considered responsive)		/19	



POINT RATED TECHNICAL CRITERIA			
No.	Point Rated Requirement	Scoring Scheme	Cross Reference to Proposal
R2	<p>Experience of Proposed Translation Team Members</p> <p>The total points for R2 will be determined by adding the average score obtained from R2.1 to the average score obtained from R2.2.</p> <p>The average score will be determined by dividing the total points achieved by the responsive translators by the total number of responsive translators. Should the average have decimals, .01 to .49 will round down, .50 to .99 will be rounded up. Example: T1 = 15pts, T2 = 10pts, T3 = 10pts. Average = 11.67 Therefore, 12 points will be awarded for R2.1.</p> <p>A responsive bid requires that the proposed Translation Team must, at a minimum, consist of three (3) resources. One (1) resource must be designated the Lead Translator and, as such, must meet or exceed the minimum score for R2.2. One (1) resource must be designated as the Alternate/Backup Lead Translator and, as such, must also meet or exceed the minimum score for R2.2. Any proposed resource(s) not designated as the Lead Translator or Alternate/Backup Lead Translator must meet or exceed the minimum score for R2.1. No more than five (5) total resources should be proposed.</p>		
R2.1	<p>The Bidder should demonstrate the proposed translators' (excluding the Lead Translator and the Alternate/Backup Lead Translator) months of experience since June 2007 translating from English to French and French to English. The Bidder should clearly identify for each proposed translator the number of months producing translations and include:</p> <ol style="list-style-type: none"> The dates where services were provided The name of the client/department. The name of the client reference and current contact information (telephone number or email address) 	<p>0 to 24 months = 0 pts More than 24 to 60 months = 10 pts More than 60 months = 15 pts <i>To a maximum of 15 points per translator.</i> A minimum of 10 points per proposed resource is required in order for the proposed resource to be considered responsive.</p>	
R2.2	<p>The Bidder should demonstrate the proposed Lead Translator and Alternate/Backup Lead Translator's experience since January 1, 2012 producing English to French and French to English translations involving legal and/or government related terminology. Supporting information should include:</p> <ol style="list-style-type: none"> The dates where services were provided Subject matter and/or description of translations that were completed Word count The name of the client reference and current contact information (telephone number or email address) 	<p>0 to 300,000 words = 0 pts 300,001 to 400,000 words = 5 pts 400,001 to 500,000 words = 10 pts 500,001 words and over = 15 pts <i>To a maximum of 15 points each</i> A minimum of 10 points per proposed resource is required for the proposal to be considered responsive</p>	
TOTAL FOR R2 (a minimum of 20 points is required in order for the proposal to be considered responsive)		/30	



POINT RATED TECHNICAL CRITERIA			
No.	Point Rated Requirement	Scoring Scheme	Cross Reference to Proposal
R3	Bidder's Quality Control Methods The Bidder's general quality control to ensure quality of the translations to the client. Bidders will be evaluated on either R3.1 or R3.2.		
R3.1	The Bidder should demonstrate they currently hold one of the following: a) ISO 9000 certification; b) ISO 17100 certification; or c) CAN/CGSB-131.10-2008 certification. A copy of the certification must be provided with the bid.	45 pts	
OR			
R3.2	a) The Bidder should demonstrate their general quality control provisions by providing a written description.	Points will be awarded as identified below, given the written description includes: i) Clear descriptions of the roles and responsibilities of the members of the proposed translation team = 3 pts ii) Description of Bidder's translation conformity standards = 3 pts iii) Dedicated quality control agent(s) or reviser(s) who review all translations (other than the Lead Translator) = 3 pts iv) Description of monitoring processes, performance measures and assigned responsibilities for ensuring translation conformity standards are met = 3 pts v) Description of processes for remedial actions when translation conformity standards are not met = 3 pts <i>To a maximum of 15 points</i>	
	b) The Bidder should demonstrate their review procedures by clearly describing their review process.	Points will be awarded as identified below, given the written description identifies that the review process includes: i) Proofreading = 5 pts ii) Comparative analyses = 5 pts iii) Final edits = 5 pts <i>To a maximum of 15 points</i>	
	c) The Bidder should demonstrate their Business Resumption Capacity, to outline their ability to maintain continued quality translation services in the event of an emergency by providing a written description.	Points will be awarded as identified below, given the written description includes: i) A description of the Business Resumption Plan = 5 pts ii) The Bidder having an IT system set up to prevent data loss = 5 pts iii) The Bidder having maintenance contracts with suppliers = 5 pts <i>To a maximum of 15 points</i>	
TOTAL FOR R3 (minimum of 30 points required for the proposal to be considered responsive)		/45	



POINT RATED TECHNICAL CRITERIA		
No.	Point Rated Requirement	Scoring Scheme
R4	<p>Translation by the Bidder's Proposed Translators</p> <p>Attached as Appendix 1 to Part 4 are four (4) samples of Justice Canada documents – three (3) English and one (1) French. The Bidder should translate each of these documents into the other official language (French document to English and English documents to French) and submit each translated document with its bid.</p> <p>The translation must be done by a member of the Bidder's proposed translation team. The Bidder shall determine who of the proposed translators will translate the documents. One or up to all documents may be translated by one or up to all proposed translators.</p>	
R4.1	<p>Quality of the Sample Translations</p> <p>Each of the three translated documents will be assessed for the number of faults along ten (10) dimensions of quality. Faults are defined as follows:</p> <ol style="list-style-type: none"> 1) Grammatical errors 2) Typographical errors 3) Inconsistent use of terms (where different words are used to describe the same term) 4) Misinterpretation (where a translated term from the same lexical field is used that changes the intent of the original text- e.g., original text "large house" translated text "château"). 5) Barbarism (a non-standard word or expression). 6) Solecism (a sentence that contains a syntax that does not exist in the target language) 7) Mistranslation (a word or phrase that has a contrary meaning to what was expressed in the original text). 8) Nonsensical (translation that lacks coherency or meaning in the target language). 9) Additions (terms, phrases or concepts put into the target text that do not appear in the original text) 10) Omissions (terms, phrases or concepts in the original test that are omitted from the target text). 	<p>Bidders will receive a starting value of 20 points for each of the four (4) translated documents.</p> <p>1 point will be deducted from the starting value of 20 points for each instance of faults assessed in each of the four (4) translated documents.</p> <p>If the same error is made in more than one of the documents, 1 point will be deducted from each document the error occurs in.</p> <p>If a translation of a sample document is not submitted with the bid, that translation will be scored 0 points.</p> <p>Bidders cannot receive less than 0 points for each document.</p> <p><i>To a maximum of 80 points</i></p>
TOTAL FOR R4 (a minimum of 60 points is required in order for the proposal to be considered responsive)		/80

OVERALL TOTAL OF PROPOSAL	/174
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Note: The bid must achieve the required minimum number of points stipulated for each point rated technical criterion to be considered responsive.



ATTACHMENT 2 TO PART 4 – FINANCIAL EVALUATION - PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

- (a) All travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. The *National Capital Act* is available on the Justice Website: <http://laws-lois.justice.gc.ca/eng/acts/N-4/page-1.html#docCont>
- (b) Any travel expenses for travel between the Contractor's place of business and the NCR; and
- (c) Any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

TABLE 1 – TRANSLATION REQUIREMENTS: INITIAL PERIOD (JANUARY 1, 2018 TO DECEMBER 31, 2018)			
Category I: Text only translation and/or revision of core documents including speeches, news releases, backgrounders, brochures, ministerial messages, etc with negotiated due dates.			
Type and Hours of Work	Estimated Yearly Volume (A)	Firm Rate Per Word (B)	Extended Price (C = A x B)
Base Rate: Weekdays 7am to 7pm	175,000 words	\$ _____/word	\$ _____
Category II: Translation and/or revision of complex materials including presentation decks, technical instruments, graphics, templates and/or other documents with complex formatting, and material of a highly technical nature etc. with negotiated due dates.			
Type and Hours of Work	Estimated Yearly Volume (A)	Firm Rate Per Word (B)	Extended Price (C = A x B)
Base Rate: Weekdays 7am to 7pm	25,000 words	\$ _____/word	\$ _____
Category III: Urgent translations and/or revisions of Category I core documents and Category II complex materials with mandatory turnaround of same business day, often within one hour, or next business day.			
Type and Hours of Work	Estimated Yearly Volume (A)	Firm Rate Per Word (B)	Extended Price (C = A x B)
Base Rate: Weekdays 7am to 7pm	30,000 words	\$ _____/word	\$ _____
Premium Rate: Weekdays between 7pm and 7am	10,000 words	\$ _____/word	\$ _____
Premium Rate: Weekends and Statutory Holidays	10,000 words	\$ _____/word	\$ _____
TABLE 1 – TOTAL: (sum of all Extended Prices)			\$ _____



TABLE 2 – TRANSLATION REQUIREMENTS: OPTION PERIOD 1 (JANUARY 1, 2019 TO DECEMBER 31, 2019)

Category I: Text only translation and/or revision of core documents including speeches, news releases, backgrounders, brochures, ministerial messages, etc with negotiated due dates.			
Type and Hours of Work	Estimated Yearly Volume (A)	Firm Rate Per Word (B)	Extended Price (C = A x B)
Base Rate: Weekdays 7am to 7pm	175,000 words	\$ _____/word	\$ _____
Category II: Translation and/or revision of complex materials including presentation decks, technical instruments, graphics, templates and/or other documents with complex formatting, and material of a highly technical nature etc. with negotiated due dates.			
Type and Hours of Work	Estimated Yearly Volume (A)	Firm Rate Per Word (B)	Extended Price (C = A x B)
Base Rate: Weekdays 7am to 7pm	25,000 words	\$ _____/word	\$ _____
Category III: Urgent translations and/or revisions of Category I core documents and Category II complex materials with mandatory turnaround of same business day, often within one hour, or next business day.			
Type and Hours of Work	Estimated Yearly Volume (A)	Firm Rate Per Word (B)	Extended Price (C = A x B)
Base Rate: Weekdays 7am to 7pm	30,000 words	\$ _____/word	\$ _____
Premium Rate: Weekdays between 7pm and 7am	10,000 words	\$ _____/word	\$ _____
Premium Rate: Weekends and Statutory Holidays	10,000 words	\$ _____/word	\$ _____
TABLE 2 – TOTAL: (sum of all Extended Prices)			\$ _____



TABLE 3 – TRANSLATION REQUIREMENTS: OPTION PERIOD 2 (JANUARY 1, 2020 TO DECEMBER 31, 2020)

Category I: Text only translation and/or revision of core documents including speeches, news releases, backgrounders, brochures, ministerial messages, etc with negotiated due dates.

Type and Hours of Work	Estimated Yearly Volume (A)	Firm Rate Per Word (B)	Extended Price (C = A x B)
Base Rate: Weekdays 7am to 7pm	175,000 words	\$ _____/word	\$ _____

Category II: Translation and/or revision of complex materials including presentation decks, technical instruments, graphics, templates and/or other documents with complex formatting, and material of a highly technical nature etc. with negotiated due dates.

Type and Hours of Work	Estimated Yearly Volume (A)	Firm Rate Per Word (B)	Extended Price (C = A x B)
Base Rate: Weekdays 7am to 7pm	25,000 words	\$ _____/word	\$ _____

Category III: Urgent translations and/or revisions of Category I core documents and Category II complex materials with mandatory turnaround of same business day, often within one hour, or next business day.

Type and Hours of Work	Estimated Yearly Volume (A)	Firm Rate Per Word (B)	Extended Price (C = A x B)
Base Rate: Weekdays 7am to 7pm	30,000 words	\$ _____/word	\$ _____
Premium Rate: Weekdays between 7pm and 7am	10,000 words	\$ _____/word	\$ _____
Premium Rate: Weekends and Statutory Holidays	10,000 words	\$ _____/word	\$ _____

TABLE 3 – TOTAL:
(sum of all Extended Prices) \$ _____



TABLE 4 – TRANSLATION REQUIREMENTS: OPTION PERIOD 3 (JANUARY 1, 2021 TO DECEMBER 31, 2021)

Category I: Text only translation and/or revision of core documents including speeches, news releases, backgrounders, brochures, ministerial messages, etc with negotiated due dates.

Type and Hours of Work	Estimated Yearly Volume (A)	Firm Rate Per Word (B)	Extended Price (C = A x B)
Base Rate: Weekdays 7am to 7pm	175,000 words	\$ _____/word	\$ _____

Category II: Translation and/or revision of complex materials including presentation decks, technical instruments, graphics, templates and/or other documents with complex formatting, and material of a highly technical nature etc. with negotiated due dates.

Type and Hours of Work	Estimated Yearly Volume (A)	Firm Rate Per Word (B)	Extended Price (C = A x B)
Base Rate: Weekdays 7am to 7pm	25,000 words	\$ _____/word	\$ _____

Category III: Urgent translations and/or revisions of Category I core documents and Category II complex materials with mandatory turnaround of same business day, often within one hour, or next business day.

Type and Hours of Work	Estimated Yearly Volume (A)	Firm Rate Per Word (B)	Extended Price (C = A x B)
Base Rate: Weekdays 7am to 7pm	30,000 words	\$ _____/word	\$ _____
Premium Rate: Weekdays between 7pm and 7am	10,000 words	\$ _____/word	\$ _____
Premium Rate: Weekends and Statutory Holidays	10,000 words	\$ _____/word	\$ _____

TABLE 4 – TOTAL:
(sum of all Extended Prices)

\$ _____



TABLE 5 – TRANSLATION REQUIREMENTS: OPTION PERIOD 4 (JANUARY 1, 2022 TO DECEMBER 31, 2022)

Category I: Text only translation and/or revision of core documents including speeches, news releases, backgrounders, brochures, ministerial messages, etc with negotiated due dates.

Type and Hours of Work	Estimated Yearly Volume (A)	Firm Rate Per Word (B)	Extended Price (C = A x B)
Base Rate: Weekdays 7am to 7pm	175,000 words	\$ _____/word	\$ _____

Category II: Translation and/or revision of complex materials including presentation decks, technical instruments, graphics, templates and/or other documents with complex formatting, and material of a highly technical nature etc. with negotiated due dates.

Type and Hours of Work	Estimated Yearly Volume (A)	Firm Rate Per Word (B)	Extended Price (C = A x B)
Base Rate: Weekdays 7am to 7pm	25,000 words	\$ _____/word	\$ _____

Category III: Urgent translations and/or revisions of Category I core documents and Category II complex materials with mandatory turnaround of same business day, often within one hour, or next business day.

Type and Hours of Work	Estimated Yearly Volume (A)	Firm Rate Per Word (B)	Extended Price (C = A x B)
Base Rate: Weekdays 7am to 7pm	30,000 words	\$ _____/word	\$ _____
Premium Rate: Weekdays between 7pm and 7am	10,000 words	\$ _____/word	\$ _____
Premium Rate: Weekends and Statutory Holidays	10,000 words	\$ _____/word	\$ _____

TABLE 5 – TOTAL:
(sum of all Extended Prices) \$ _____

TABLE 6 – TRANSLATION REQUIREMENTS: TOTAL EVALUATED PRICE

1	TABLE 1 – TOTAL:	\$ _____
2	TABLE 2 – TOTAL:	\$ _____
3	TABLE 3 – TOTAL:	\$ _____
4	TABLE 4 – TOTAL:	\$ _____
5	TABLE 5 – TOTAL:	\$ _____
6	TOTAL EVALUATED PRICE: (6 = 1 + 2 + 3 + 4 + 5)	\$ _____



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid, the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 Additional Certifications

Bidders must submit *Attachment 2 to Part 5 – Additional Certifications* as part of their bid.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity

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 available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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.

5.2.3 Former Public Servant

A duly completed *Attachment 1 to Part 5 - Information on Former Canadian Public Servant* should be completed and submitted with the bid but may be submitted afterwards. If not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame specified will render the bid non-responsive.



ATTACHMENT 1 TO PART 5 – INFORMATION ON FORMER CANADIAN PUBLIC SERVANT

Former Public Servant

A duly completed **Attachment 1 to Part 5 - Information on Former Canadian Public Servant** should be completed and submitted with the bid but may be submitted afterwards. If not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame specified will render the bid non-responsive.

Former Public Servant – Competitive Bid

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

A. 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.

B. Former Public Servant in Receipt of a Pension

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

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

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

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*.

C. 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.



ATTACHMENT 2 TO PART 5 – ADDITIONAL CERTIFICATIONS

Additional Certifications

Bidders must submit **Attachment 2 to Part 5 - Additional Certifications** as part of their bid.

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

A. Status and Availability of Resources

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

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

B. Education and Experience

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



PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

6.1.1 At the date of bid closing, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in *Part 7 - Resulting Contract Clauses*;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in *Part 7 - Resulting Contract Clauses*;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites as indicated in *Part 3 – Bid Preparation Instructions, Section IV: Additional Information*;
- (d) the Bidder's proposed location of work performance or document safeguarding must meet the security requirements as indicated in *Part 7 - Resulting Contract Clauses*;
- (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in *Part 3 – Bid Preparation Instructions, Section IV: Additional Information*.

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



PART 7 - RESULTING CONTRACT CLAUSES

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

CONTRACT SPECIFICATIONS

1. STATEMENT OF WORK

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

1.1 TRANSLATION SERVICES REQUEST

The Work to be performed under the Contract will be on an "as and when requested basis" using a Translation Services Request (TSR) form. The Work described in the TSR must be in accordance with the scope of the Contract.

1.1.1 Task Authorization Process

The Project Authority will provide the Contractor with a description of the task using the Translation Services Request (TSR) form, which will be developed between the Department of Justice Canada and the Contractor.

The TSR form will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TSR form will also include the applicable basis (bases) and methods of payment as specified in the Contract.

The Contractor must not commence work until a TSR form authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TSR form has been received will be done at the Contractor's own risk.

1.1.2 Minimum Work Guarantee - All the Work - Translation Services Requests

1.1.2.1 In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 1% of the Maximum Contract Value.

1.1.2.2 Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 1.1.2.3. 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.

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

1.1.2.4 Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

2. STANDARD CLAUSES AND CONDITIONS

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

3. SECURITY REQUIREMENTS

3.1 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

Security Requirement for Canadian Supplier: PWGSC File #Common-PS SRCL#23

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, with approved Document safeguarding at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).



2. The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, CONFIDENTIAL or SECRET as required, granted or approved by the CISD, PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive PROTECTED/CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed up to the level of SECRET.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List and security guide, attached at Annex C; and
 - b. Industrial Security Manual (Latest Edition).

3.1.1 Contractor's Sites or Premises Requiring Safeguard Measures (to be completed at Contract Award)

Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

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

City, Province, Territory / State

Postal Code / Zip Code

Country

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

4. **TERM OF CONTRACT**

4.1 **PERIOD OF THE CONTRACT**

The Work is to be performed during the period of January 1, 2018 to December 31, 2018.

4.2 **OPTION TO EXTEND THE CONTRACT**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (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.

4.3 **TERMINATION ON THIRTY DAYS' NOTICE**

- 4.3.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

- 4.3.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

5. **AUTHORITIES AND SPECIFIC PERSONS**

5.1 **CONTRACTING AUTHORITY**

The Contracting Authority for the Contract is:

Kayla Pordonick

Senior Contracting Officer

Department of Justice Canada



284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-301-9709
E-mail Address: Kayla.Pordonick@justice.gc.ca

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

5.2 TECHNICAL AUTHORITY (TO BE COMPLETED AT CONTRACT AWARD)

The Technical Authority for the Contract is:

Name: _____
Title: _____
Department of Justice Canada
Address: _____
Telephone: ___ - ___ - ____
E-mail Address: _____

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

5.3 CONTRACTOR'S REPRESENTATIVE (TO BE COMPLETED AT CONTRACT AWARD)

Name: _____
Telephone: ___ - ___ - ____
E-mail address: _____

5.4 SPECIFIC PERSONS – TRANSLATORS (TO BE COMPLETED AT CONTRACT AWARD)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

- Lead Translator: _____
- Alternate/Backup Lead Translator: _____
- Translator(s): _____

5.5 Replacement of Specific Individuals

If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- a. the name, qualifications and experience of the proposed replacement; and
- b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

6. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS (if applicable)

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



7. PAYMENT

7.1 BASIS OF PAYMENT

The Contractor will be paid for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$175,000.00. Customs duties are included and Applicable Taxes are extra.

7.2 LIMITATION OF EXPENDITURE

1. Canada's total liability to the Contractor under the Contract for all authorized Translation Services Request (TSR) forms, inclusive of any revisions, must not exceed \$175,000.00. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 METHOD OF PAYMENT

7.3.1 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

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

7.3.2 Payment by Direct Deposit

Payments by direct deposit will be subject to section 16, *Payment Period* and section 17, *Interest on Overdue Accounts*, set out in [2035, General Conditions - Higher Complexity - Services](#) (the version of the document listed under "Revision History" dated nearest to but not later than the validity date of the Contract) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the *Direct Deposit Enrolment Form* (separate forms are available for Canadian and United States vendors). The form can be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their *Direct Deposit Enrolment Form* is up to date. Should the Contractor's information within the *Direct Deposit Enrolment Form* not be accurate or up to date, the provisions identified herein under section 16, *Payment Period* and section 17, *Interest on Overdue Accounts*, set out in [2035, General Conditions - Higher Complexity - Services](#) (the version of the document listed under "Revision History" dated nearest to but not later than the validity date of the Contract) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.3.3 Payment by Credit Card (if applicable)

The following credit card is accepted for invoices that do not exceed \$10,000.00, including applicable taxes: MasterCard.

7.3.4 Cost Submission - Limitation of Expenditure

If requested by the Contracting Authority or auditor designated by the Contracting Authority, the Contractor must submit to the Contracting Authority or the auditor as applicable, a cost submission, upon completion of the Contract or annually for multi-year contracts spanning more than one contractor fiscal year.

The cost submission must contain a breakdown of all applicable cost elements as detailed in the Contract and must be signed and certified accurate by the Contractor's Senior Financial Officer, unless stated otherwise in writing.



Supporting information for each cost element must be available in sufficient detail to allow for an in-depth audit.

8 INVOICING INSTRUCTIONS (to be completed at Contract Award)

8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.

8.2 Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the following address for certification and payment.

Name: _____

Title: _____

Department of Justice Canada

Address: _____

Telephone: ____ - ____ - ____

E-mail Address: _____

9 CERTIFICATIONS AND ADDITIONAL INFORMATION

9.1 COMPLIANCE

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

10 APPLICABLE LAWS (to be completed at Contract Award)

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

11 PRIORITY OF DOCUMENTS (to be completed at Contract Award)

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

- (a) The Articles of Agreement;
- (b) The general conditions 2035, General Conditions - Higher Complexity - Services (the version of the document listed under "Revision History" dated nearest to but not later than the validity date of the Contract);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Integrity Regime Verification Form; and
- (g) The Contractor's bid dated _____, 2017.

12 ENVIRONMENTAL CONSIDERATIONS

As of April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Therefore, the Department of Justice encourages product/service suppliers to improve their operations to reduce their negative impact on the environment.

12.1 ENVIRONMENTAL PROPERTIES BEHAVIOUR RECOMMENDED

12.1.1 Paper consumption:



- Provide and transmit draft reports and final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Technical Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainable managed forest.
- Recycle unneeded printed documents (in accordance with Security Requirements).

13 INSURANCE- NO SPECIFIC REQUIREMENT

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

14 PERFORMANCE OF THE WORK

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



ANNEX A STATEMENT OF WORK

1. PROJECT TITLE:

Official Languages Translation, Editorial and Linguistic Services for the Department of Justice Canada (Justice) Communications Branch.

2. OBJECTIVE:

To acquire English-to-French and French-to-English translation, editorial and linguistic services on an "as and when requested" basis to fill the current and growing requirements of the Department of Justice Canada Communications Branch.

3. BACKGROUND:

The Communications Branch requires timely, consistent and reliable translation, editorial and linguistic services to fulfill its mandate and meet its responsibilities. The Communications Branch provides communications support to the offices of the Minister and Deputy Minister and to all sectors and regions of Justice. The Branch also plays a key role in helping Justice achieve its objectives by providing strategic, timely advice.

Canadians want clear and timely information on government policies and legislation. They want to be heard, to have a say in the direction of policy and greater access to all aspects of the justice system.

For its part, Justice needs an accurate understanding of the views and needs of the public it serves. The Communications Branch meets the needs of both groups through managing the Justice Intranet and Internet site and social media accounts providing media monitoring, strategic planning and other professional services that enable the Minister and Justice to respond to particular stakeholders or to the public, effectively, and in both official languages.

At the same time, Justice's work depends on an ongoing internal dialogue that includes everyone, from the Minister's office, to senior officials to staff. The Communications Branch plays a central role in making this dialogue possible, and keeping everyone informed, by producing communication vehicles such as the Deputy Minister's Messages, and the weekly electronic bulletin *JustInfo*. It also coordinates JUSnet, Justice's Intranet site, and provides expert advice and assistance to colleagues throughout Justice.

4. DESCRIPTION AND SCOPE OF THE WORK:

The Contractor must provide to the Project Authority (PA)* on an "as and when requested" basis, timely, professional-quality English-to-French and/or French-to-English translation services including original text translations, proofreading, revisions, text editing, and side-by-side reviews. The Contractor will ensure that appropriate quality control mechanisms are used to ensure delivery of the highest quality translation services.

*The Project Authority (PA) will vary depending on who is requesting the specific work. The PA will be identified on the Translation Services Request (TSR) that is sent with the requirement. The TSR form will be developed between the Department of Justice Canada and the Contractor based on the Contractor's web portal requirements.

The Contractor must provide the electronic version of its work using the software version requested by Justice or using the same software used by Justice in the original text. Justice's standard is Microsoft Office 2013 Suite, including PowerPoint.

The Contractor's Translation Team shall comprise of at least three (3) members (to a maximum of five (5) members), one of whom will be the Lead Translator, who will be responsible for providing guidance and direction to all other translators and will review all translated text to ensure the quality and consistency of all text provided to the PA. The Lead Translator will also be responsible for conducting the translation for all documents with a security classification higher than PROTECTED B (up to and including SECRET). One of the other members of the Contractor's Translation Team must be designated as a backup for the Lead Translator to ensure work will continue if the Lead Translator is not available.

Documents for translation and revision will range from 1 to 120 pages in length. However, most of the work will be for documents of 1 to 20 pages in length.

The Work will be classified into three (3) categories:

- a) **Category I:** Text only translation and/or revision of core documents including reports, web and social media content, speeches, news releases, backgrounders, strategies, brochures, ministerial messages, video scripts and any other core documents identified by the PA in the issued Translation Services Request (TSR). Turnaround time and delivery date will be negotiated between the PA and the Contractor prior to finalizing the TSR.
- b) **Category II:** Translation and/or revision of complex materials including presentation decks, info graphics and other graphic elements, templates and/or other documents with complex formatting, and material of a highly technical nature and any other complex materials identified by the PA in the issued Translation Services Request (TSR). Turnaround time and delivery date will be negotiated between the PA and the Contractor prior to finalizing the TSR.
- c) **Category III:** Urgent translation and/or revision of Category I core documents and/or Category II complex materials with mandatory, non-negotiable turnaround times of same business day, often within one hour, or next business day, including evenings weekends and statutory holidays.



5. WORD COUNT:

The word count function within standard word processing software will be used by the Contractor to determine the total number of words in a document, and this word count shall be stated in the delivered work.

The PA reserves the right to verify the accuracy of, and to correct, the Contractor's stated word count.

6. JUSTICE SUPPORT:

Communications Branch will provide the Contractor with the names of resource people as well as any background information or reference documents and terminology sources they may have that pertain to the document to be translated (publications, electronic or hardcopy version of reports).

7. DELIVERABLES:

The Contractor must deliver all translated texts to the PA by the date specified in the Translation Service Request (TSR) unless negotiated differently in writing with the PA.

The Contractor must deliver virus-free texts.

Unclassified deliverables and deliverables with a security classification up to PROTECTED B must be submitted electronically. Deliverables with a security classification of PROTECTED C to SECRET must be completed by the Lead Translator or Alternate/Backup Lead Translator and submitted/delivered in a secure manner.

The Work must be done using the software version requested or using the same software used in the original text.

The Work will require the Contractor to maintain the capacity to pick up and delivery material in the National Capital Region (NCR). All translation with a security classification must be done at the Contractor's premises in the National Capital Region.

The Contractor is required to have a secure web portal to submit requests and transmit documents up to the security classification of PROTECTED B.

Other Specific Requirements:

- a) No deadline shall be extended without the prior written approval of the PA.
- b) In the case of an urgent requirement, the non-negotiable deadline will be indicated on the TSR form.

8. MEETINGS:

In the event that there is a need to discuss a particular translation request or the overall quality of translations, such discussions will be held via email or by telephone. At the request of the PA, meetings may be held on Justice's site at no additional cost to Canada.

9. OFFICIAL LANGUAGES

Delivery of services pursuant to this Contract must be provided in both official languages. The Contractor and the resources must be capable of communicating verbally and in writing with the client in both official languages.

10. EQUIPMENT AND SUPPLIES

The Contractor must supply everything necessary for the performance of the Work, including all the resources, facilities, labor and supervision, management, services, equipment, inspection and quality assurance procedures, and planning necessary to perform the Work.

The Contractor must have the required equipment for receiving and transmitting documents securely via secure web portal, facsimile, electronic mail, some types of electronic support (zip drive, CD/DVD, memory stick or others) and courier services.

The Contractor must acquire new and (or) upgraded versions of any software applications and peripherals required to perform the Work, at no additional cost to Canada.



11. DOCUMENTATION AND TERMINOLOGY

The Project Authority (PA) will provide the Contractor with appropriate templates in order to produce the translated documents in the same format as the source document.

At no additional cost to Canada, the Contract must track, retain, and augment the source translation terminology collection by submitting, with the translated text, a list of terms and expressions contained in the translation text which are not found in common reference works and terminology banks and maintain this list of terms for future use. The list(s) shall be in a format or software compatible and agreed upon by the Project Authority.

The Contractor must acquire all other relevant materials and documentation such as dictionaries, specialized glossaries, copies of legislation, and use the terminology accepted throughout the Government of Canada.

12. LINGUISTIC QUALITY AND TERMINOLOGY UNIFORMITY

The quality of the Work delivered under the Contract must meet the following and be to the satisfaction of the Project Authority. The Contractor must:

- 12.1. Use a style and language appropriate to the target reader that accurately communicates the message of the source text;
- 12.2. Ensure the Work contains standardized and consistent terminology when using the services of more than one translator, while respecting the prescribed deadlines;
- 12.3. Deliver work that is absent of major errors. Major errors include but are not limited to:
 - a) Inconsistent use of terms (where different words are used to describe the same term)
 - b) Misinterpretation (where a translated term from the same lexical field is used that changes the intent of the original text - e.g., original text "large house", translated text "château")
 - c) Barbarism (a non-standard word or expression)
 - d) Solecism (a sentence that contains a syntax that does not exist in the target language)
 - e) Mistranslation (a word or phrase that has a contrary meaning to what was expressed in the original text)
 - f) Nonsensical (translation that lacks coherency or meaning in the target language)
 - g) Additions (terms, phrases or concepts put into the target text that do not appear in the original text)
 - h) Omissions (terms, phrases or concepts in the original text that are omitted from the target text)
- 12.4. Ensure a high quality of work. Given the nature of the documents originating from the Department of Justice Canada, the quality of translations must be of superior level and meet the PA's satisfaction. Draft translated material must not contain any serious errors and not more than 2 minor errors for every 400 words of text (minor errors are defined as grammatical, punctuation and typing). Because the Contractor must ensure editing of urgent texts, the final version of these texts must not contain any errors at all.
- 12.5. Deliver the work in the application, format, style and layout of the source document that is used by the Project Authority (see Articles 4, 7 and 11 above) unless otherwise requested in the TSR. In addition, the following conditions must be adhered to by the Contractor:
 - a) No conversions will be accepted in any form. Consequently, it will not be possible to convert from one type of office application (for example, from a Macintosh to a PC-compatible format), or to save texts in an earlier or later version of the application(s) of the source document.
 - b) The Contractor must use virus detection and elimination systems and must take the necessary measures to ensure the delivery of its translations on electronic media or systems free of viruses.
 - c) The Contractor must not use unauthorized codes in word processing, tables, etc.
- 12.6. Carry out quality control of work and text revisions before submitting the work to the Project Authority.

13. TERMINOLOGY RESOURCE PERSONS

The Contractor will direct requests for terminology information to the PA or other individual named on the approved TSR.

The Contractor must limit the requests for terminology information to infrequent short periods of time, for example, to obtain clarification of difficult parts of a text or translation of terms and expressions not found in any reference document.

14. LOCATION OF WORK

Work must be performed at the translator's preferred site or the Contractor's site in the National Capital Region, subject to the conditions of Article 7 above.



15. RECEIPT AND DELIVERY OF TEXTS

Receipt and delivery must be during Business Hours (8:00am – 5:00pm Eastern Time) unless otherwise stated in the TSR.

15.1 For Unclassified Documents:

The documents to be translated will be sent to the Contractor electronically from the PA's office, accompanied by the approved TSR form.

The Contractor is responsible for the receipt and delivery of documents from and to the PA's office and shall receive and transmit documents by electronic mail or Internet. If receipt or delivery problems occur, the Contractor must deliver an electronic version and hard copy of the documents by courier services, at no additional cost to Canada.

15.2 For Classified Documents up to PROTECTED B:

The TSR form will be sent to the Contractor electronically from the PA's office.

The Contractor must receive and deliver the documents by secure Web portal, and translate them on the Contractor's premises in the National Capital Region, using the Contractor's office equipment as specified in Article 7, at no additional cost to Canada. If receipt or delivery problems occur, the Contractor must deliver an electronic version and hard copy of the documents by courier services, at no additional cost to Canada.

15.3 For Classified Documents PROTECTED C to SECRET:

The TSR form will be sent to the Contractor electronically from the PA's office.

The Contractor must make arrangements with the PA for the Lead Translator (or their alternate/backup) to receive the necessary documents and translate them on the Contractor's premises in the National Capital Region, using the Contractor's office equipment as specified in Article 7, at no additional cost to Canada. Once completed, the Contractor must make arrangements to deliver the documents securely back to the PA, at no additional cost to Canada.

16. ADDRESS FOR TEXT PICKUP AND DELIVERY OF TRANSLATION FOR DOCUMENTS PROTECTED C TO SECRET

The address is as follows:

Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8

Specific contact names and information will be provided by the PA on each TSR form, as and when required.



**ANNEX B
BASIS OF PAYMENT**

B.1 FIRM ALL INCLUSIVE RATES

In consideration of the Contractor satisfactorily completing its obligations under this Contract, the Contractor will be paid the following firm, all-inclusive rates as outlined in the table below. Customs duties are included and Applicable Taxes are extra.

The firm, all-inclusive rates specified below shall include all expenses associated with the Work as described under Annex A – Statement of Work. Such expenses may include, but are not limited to: work processing, reports, photocopy, courier services, travel within the National Capital Region, software, telephone calls and the reception and transmission and/or delivery of the documents.

For billing purposes, the firm, all-inclusive rates in effect on the Work Due Date specified on the applicable Translation Services Request form are to be used.

Billing will be based on the word count of the source document as verified and accepted by the PA, and computed per the Statement of Work, Article 5.

FIRM ALL-INCLUSIVE RATES – TRANSLATION REQUIREMENTS					
Category I: Text only translation and/or revision of core documents including speeches, news releases, backgrounders, brochures, ministerial messages, etc. with negotiated due dates.					
Type and Hours of Work	Rate: January 1, 2018 to December 31, 2018	Rate: January 1, 2019 to December 31, 2019	Rate: January 1, 2020 to December 31, 2020	Rate: January 1, 2021 to December 31, 2021	Rate: January 1, 2022 to December 31, 2022
Base Rate: Weekdays 7am to 7pm	\$ _____/word				
Category II: Translation and/or revision of complex materials including presentation decks, technical instruments, graphics, templates and/or other documents with complex formatting, and material of a highly technical nature etc. with negotiated due dates.					
Type and Hours of Work	Rate: January 1, 2018 to December 31, 2018	Rate: January 1, 2019 to December 31, 2019	Rate: January 1, 2020 to December 31, 2020	Rate: January 1, 2021 to December 31, 2021	Rate: January 1, 2022 to December 31, 2022
Base Rate: Weekdays 7am to 7pm	\$ _____/word				
Category III: Urgent translations and/or revisions of Category I core documents and Category II complex materials with mandatory turnaround of same business day, often within one hour, or next business day.					
Type and Hours of Work	Rate: January 1, 2018 to December 31, 2018	Rate: January 1, 2019 to December 31, 2019	Rate: January 1, 2020 to December 31, 2020	Rate: January 1, 2021 to December 31, 2021	Rate: January 1, 2022 to December 31, 2022
Base Rate: Weekdays 7am to 7pm	\$ _____/word				
Premium Rate: Weekdays between 7pm and 7am	\$ _____/word				
Premium Rate: Weekends and Statutory Holidays	\$ _____/word				

(The above Table will be filled in at Contract Award)

B.1.1 All payments are subject to Government audit.



**ANNEX C
SECURITY REQUIREMENTS CHECK LIST**

COMMON-PS-SRCL#23



Government of Canada
Gouvernement du Canada

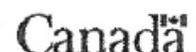
Contract Number / Numéro du contrat 1000023314
Security Classification / Classification de sécurité UNCLASSIFIED

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED





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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

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

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

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

Special comments:
Commentaires spéciaux :

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL 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).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) CHRISTINA VAN LON	Title - Titre AIMANALEL, CREATIVE SERVICES + NEW MEDIA	Signature Christina Van Lon	
Telephone No. - N° de téléphone 613-957-4620	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel CHRISTINA.VANLON@JUSTICE.CA	Date 2017.04.27
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Francoise Beaudoin	Title - Titre Deputy DSO	Signature Francoise Beaudoin	
Telephone No. - N° de téléphone 613-957-8941	Facsimile No. - N° de télécopieur 613-946-7502	E-mail address - Adresse courriel Francoise.beaudoin@justice.gc.ca	Date MAY 01 2017
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Kayla Pordonick	Title - Titre Senior Contracting Officer	Signature K Pordonick	
Telephone No. - N° de téléphone 613-301-9709	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel kayla.pordonick@justice.gc.ca	Date May 12, 2017
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature Saumur, Jacques D	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Jacques Saumur
Contract Security Officer
Contracts Security Division | Division des contrats sécurité /
Contract Security Program | Programme de sécurité des contrats /
Public Services and Procurement Canada | Services publics et Approvisionnement Canada
Jacques.Saumur@lpsgc-pwpsc.gc.ca
Telephone | Téléphone 613-948-1732
Facsimile | Télécopieur 613-948-1712

Digitally signed by Saumur, Jacques D
DN: cn=CA, o=GC, ou=PWSC-TPSC,
cn=Saumur, Jacques D
Date: 2017.02.03 13:08:55 -0500



SECURITY GUIDE (to accompany the SRCL)

There must be a minimum of three (3) to a maximum of five (5) proposed translators that are available to perform the work under a resulting Contract.

Of the proposed translators:

- All proposed translators must hold, at a minimum, a valid RELIABILITY STATUS, granted and approved by CISD/PWGSC
- The proposed Lead Translator must hold, at a minimum, a valid SECRET security clearance, granted and approved by CISD/PWGSC
- The proposed alternate/backup Lead Translator must hold, at a minimum, a valid SECRET security clearance, granted and approved by CISD/PWGSC.

For Classified Documents up to PROTECTED B:

The Contractor must receive and deliver the documents by secure Web portal, and translate them on the Contractor's premises in the National Capital Region, using the Contractor's office equipment, at no additional cost to Canada. If receipt or delivery problems occur, the Contractor shall deliver an electronic version and hard copy of the documents by courier services, at no additional cost to Canada.

For Classified Documents PROTECTED C to SECRET:

The Contractor must make arrangements with the PA for the Lead Translator (or their alternate/backup) to receive the necessary documents and translate them on the Contractor's premises in the National Capital Region, using the Contractor's office equipment as specified in Article 7, at no additional cost to Canada. Once completed, the Contractor shall make arrangements to deliver the documents securely back to the PA, at no additional cost to Canada.

