

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**JUDICIAL TRANSLATION SERVICES**

**File No. FJA-2018-001**

**CLOSING DATE: February 19, 2018 at 05:00 PM EST**

**THIS DOCUMENT CONTAINS SECURITY REQUIREMENTS / CE DOCUMENT CONTIENT  
DES EXIGENCES RELATIVES À LA SÉCURITÉ**

**BIDS TO BE SUBMITTED TO:**

**DANIEL MORIN**

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## **PART 1 – GENERAL INFORMATION**

### **1.1 THE OFFICE OF THE COMMISSIONER OF FEDERAL JUDICIAL AFFAIRS**

The Commissioner for Federal Judicial Affairs reports directly to the Minister of Justice. The Office of the Commissioner for Federal Judicial Affairs (FJA) was established in 1978 to safeguard the independence of the judiciary and provide federally appointed judges with administrative services independent of the Department of Justice.

The *Judges Act* provides for the designation of an officer called the Commissioner for Federal Judicial Affairs. One of the roles and responsibilities of the Commissioner is to act on behalf of the Minister of Justice in matters related to the administration of Part I of the *Judges Act*.

The Commissioner's duties and responsibilities include:

- administering Part I of the *Judges Act*, which deals with eligibility for appointment, retirement age, and salaries of federally appointed judges;
- preparing a budget and providing services and staff to the Canadian Judicial Council
- managing the Judicial Appointments Secretariat which administers 17 advisory committees responsible for evaluating candidates for federal judicial appointment. The Minister of Justice has also mandated FJA to administer the process for appointments to the Supreme Court of Canada;
- managing the Federal Courts Reports Section, which is responsible for selecting and publishing Federal Court of Appeal and Federal Court decisions in both official languages;
- administering a judicial intranet called JUDICOM, which provides judges with email, a secure and restricted communication system, and a virtual library;
- providing language training to judges in both official languages; and coordinating the initiatives related to the Canadian judiciary's role in international cooperation.

In order to carry out these activities and provide services to approximately 1,100 active judges and 800 retired judges and their survivors in Canada, the Commissioner is assisted by the Deputy Commissioner, six Directors and, at present, 70 other staff members which make up FJA.

The FJA website is at: <http://www.fja-cmf.gc.ca>

#### **1.1.1 Federal Courts Reports**

The Federal Courts Reports are the official reports of the decisions of the [Federal Court of Appeal](#) and of the [Federal Court](#). They are published pursuant to section 58 of the Act, which provides that only the decisions or the parts of them that, in the editor's opinion, are of sufficient significance or importance to warrant publication in the Reports shall be included therein.

## **1.2 SECURITY REQUIREMENTS**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - 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;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

## **1.3 REQUIREMENT FOR JUDICIAL TRANSLATION SERVICES**

FJA has identified a requirement for one judicial translator to provide judicial translation services. The judicial translator requires education and experience in providing legal translations from English to French in Canada.

Most of the services will be for the Federal Courts Reports Section. Selected decisions are published in both official languages and undergo a thorough editorial process. This process includes the preparation of headnotes and captions. The judicial translation services are required primarily for the translation of the headnotes and captions as well as digests from English to French.

The Statement of Work is detailed in Annex A.

## **1.4 CANADIAN SUPPLIERS ONLY**

This requirement is not subject to NAFTA as per: "Annex 1001.1b-2 Services, Section B – excluded Coverage Schedule of Canada Services – Exclusions by Major Service Category – R 109 Translation and Interpreting Services."

## **1.5 DEBRIEFINGS**

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

## **1.6 PERIOD OF REQUIREMENT**

The period of the resulting contract(s) is estimated to be from April 1, 2018 for a period of 3 years ending on March 31, 2021 plus two (2) one-year options which can be exercised at the sole discretion of FJA.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 1 year option periods under the same conditions. The option periods, if exercised, will be from April 1, 2021 to March 31, 2022 and from April 1, 2022 to March 31, 2023.

## **1.7 BIDS AND RESULTING CONTRACTS**

Firms and translators submitting multiple bids must submit a separate bid for each translator.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS**

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

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

The **2003** (2017-04-27) Standard Instructions – Goods or Services, Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.2 SUBMISSION OF BIDS**

Bids must be submitted only to FJA by the date, time and place indicated on page 1 of the bid solicitation. See section 3.1 for further information.

### **2.3 VALIDITY OF BIDS**

The bid shall remain valid for acceptance by FJA for a period of no less than one hundred and eighty (180) days following the RFP closing date.

### **2.4 FORMER PUBLIC SERVANT**

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

#### **Definitions**

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

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

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

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation

Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

### **Former Public Servant in Receipt of a Pension**

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

## **2.5 ENQUIRIES - BID SOLICITATION**

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.6 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, the Bidder acknowledges that the applicable laws specified are acceptable.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### 3.1 BID PREPARATION INSTRUCTIONS

#### **Electronic Bids**

Canada requests that Bidders provide their bid in electronic format (e-mail). The Technical Offer, Financial Offer and Certifications must be in **SEPARATE PDF FILES**. Prices must appear in the financial offer only. No prices must be indicated in any other section of the bid. Bids may be sent to the following e-mail address: [Daniel.Morin@fja-cmf.gc.ca](mailto:Daniel.Morin@fja-cmf.gc.ca).

The maximum size per email (including attachments) is limited to 20MB. If the limit is exceeded, your email might not be received by the FJA. In doubt, it is suggested that you send multiple emails to ensure delivery. Bidders are responsible for sending their proposal to allow enough time for the FJA to receive the proposal by the closing period indicated in this RFP.

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

#### **Hard copy Bids**

Bidders may, if they prefer, provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

(a) use 8.5 x 11 inch (216 mm x 279 mm) paper;

(b) use a numbering system that corresponds to that of the Request for Proposal.

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 (<https://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, Suppliers 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.



Hard Copy Bids are to be submitted to:

Office of the Commissioner for Federal Judicial Affairs Canada  
99 Metcalfe Street, 8th Floor  
Ottawa, ON  
K1A 1E3

Attn: Daniel Morin

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

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

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**

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

Bidders must submit their financial bid in Canadian funds.

Bidders **MUST** submit their prices FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) **MUST** be shown separately, as applicable. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Bidders should include the following information in their financial bid:

Their legal name;  
Their Procurement Business Number (PBN); and  
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 their offer; and any contract that may result from their bid.

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 EVALUATION PROCEDURES**

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

#### **4.1.1 Mandatory Criteria**

**At bid closing**, the Bidder **MUST** comply with the following Mandatory Requirements and provide the necessary documentation to support compliance. Any proposal failing to meet the following Mandatory Requirements will be deemed non-responsive and will be given no further consideration. Each requirement should be addressed separately.

#### 4.1.2 Point Rated Criteria

The Bidder must obtain the total minimum score required. If the bid does not attain the minimum score, the bid is not subjected to further evaluation and is eliminated from the bid process.

### 4.2 BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE

4.2.1 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. achieve the minimum score of 63 points.

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

4.2.3 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.

4.2.4 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

4.2.5 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

4.2.6 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

4.2.7 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

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

|                         |                       | <b>Bidder 1</b>          | <b>Bidder 2</b>           | <b>Bidder 3</b>           |
|-------------------------|-----------------------|--------------------------|---------------------------|---------------------------|
| Overall Technical Score |                       | 115/135                  | 89/135                    | 92/135                    |
| Bid Evaluated Price     |                       | \$55,000.00              | \$50,000.00               | \$45,000.00               |
| Calculations            | Technical Merit Score | $115/135 \times 70 = 60$ | $89/135 \times 70 = 46$   | $92/135 \times 70 = 48$   |
|                         | Pricing Score         | $45/55 \times 30 = 25$   | $45/50 \times 30 = 27.00$ | $45/45 \times 30 = 30.00$ |
| Combined Rating         |                       | 85                       | 73                        | 78                        |
| Overall Rating          |                       | 1 <sup>st</sup>          | 3 <sup>rd</sup>           | 2 <sup>nd</sup>           |

## **PART 5 - CERTIFICATIONS**

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

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

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

### **5.1 CERTIFICATIONS 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.

### **5.2 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 provided 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.

### **5.3 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD**

#### **5.3.1 Status and Availability of Resources**

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

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

### 5.3.2 Certification of Employment Equity

Note: The Employment Equity program applies to Canadian suppliers (including sole source suppliers) and foreign suppliers with a resident work force in Canada.

5.3.1. The Federal Contractors Program for Employment Equity requires that some organizations bidding for federal government contracts make a formal commitment to implement employment equity, as a pre-condition to the validation of their bids. All bidders must check the applicable box(es) below. Failure to do so may render the bid non-responsive.

5.3.2. Program requirements do not apply for the following reason(s):

- bid is less than \$200,000;
- this organization has fewer than 100 permanent part-time and/or full time employees;
- this organization is a federally regulated employer

Or

5.3.3. Program requirements do apply:

- copy of signed Certificate of Commitment is enclosed; or
- Certificate number is \_\_\_\_\_.

NOTE: The Certificate of Commitment, criteria and other information about the Federal Contractors Program for Employment Equity are available from:

Federal Contractors Program  
140 Promenade du Portage  
Phase IV, 5th Floor  
Ottawa, Ontario  
K1A 0J2  
(819) 953-7531

\_\_\_\_\_  
Signature Bidder/Contractor

\_\_\_\_\_  
Date

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 SECURITY REQUIREMENTS**

6.1.1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

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

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

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

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

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

## **6.2 STANDARD CLAUSES AND CONDITIONS**

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

### **6.2.1 General Conditions**

**2010B** 2016-04-04 General Conditions - Professional Services apply to and form part of the Contract.

## **6.3 TERM OF CONTRACT**

### **6.3.1 Period of the Contract**

The Work is to be performed from the date of Contract Award to March 31, 2021.

### **6.3.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 1 year option periods under the same conditions. The option periods, if exercised, will be from April 1, 2021 to March 31, 2022 and from April 1, 2022 to March 31, 2023.

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 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.

## **6.4 AUTHORITIES**

### **6.4.1 Contracting Authority**

The Contracting Authority for the Contract is:  
Errolyn Humphreys  
Director, Finance & Administration  
Office of the Commissioner for Federal Judicial Affairs Canada  
99 Metcalfe Street, 8th Floor Ottawa ON K1A 1E3  
Telephone:(613) 992-8185 Facsimile(613) 995-5615  
E-mail: Errolyn.Humphreys@fja-cmf.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.

### **6.4.2 Project Authority**

The Project Authority for the Contract is:

François Boivin  
Executive Editor | Arrêtiiste en chef  
Federal Courts Reports | Recueil des décisions des Cours fédérales  
Office of the Commissioner for Federal Judicial Affairs Canada  
99 Metcalfe Street, 8th Floor Ottawa ON K1A 1E3

Telephone:(613) 947-8491  
E-mail: Francois.Boivin@fja-cmf.gc.ca

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

#### **6.4.3 Contractor's Representative (to be inserted at contract award)**

Contact Name:

Telephone: Facsimile

E-mail address:

### **6.5 PAYMENT**

#### **6.5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a **firm per word rate**, as specified in Annex B for a cost of \$ \_\_\_\_\_ (amount to be inserted at contract award). Customs duties are included and applicable taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work

#### **6.5.2 Monthly Payment**

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

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

#### **6.5.3 Limitation of Price**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (amount to be inserted at contract award). 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:

when it is 75 percent committed, or

four (4) months before the contract expiry date  
as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work; whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **6.5.4 Authorized Travel and Living Expenses**

Canada will not pay any travel or living expenses associated with performing the Work.

#### **6.5.5 Closure of Federal Offices**

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

### **6.6 INVOICING INSTRUCTIONS**

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

6.6.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment. Invoices issued to the attention of:

#### **Hélène Genet**

Office of the Commissioner for Federal Judicial Affairs Canada  
99 Metcalfe Street, 8<sup>th</sup> Floor Ottawa, ON K1A 1E3  
Tel: 613-992-2926  
E-mail: [FJA.Finance@fja-cmf.gc.ca](mailto:FJA.Finance@fja-cmf.gc.ca)

### **6.7 CERTIFICATIONS COMPLIANCE**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **6.8 APPLICABLE LAWS**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario (to be confirmed at contract award).

## **6.9 PRIORITY OF DOCUMENTS**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04) General Conditions Professional Services;
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex G, Security Requirements Check List; and,
- (f) the Contractor's bid dated \_\_\_\_\_ (insert date of bid)

## **6.10 REPLACEMENT OF SPECIFIC INDIVIDUALS**

1. 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.
2. 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.
3. 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

## **6.11 INTELLECTUAL PROPERTY**

Any intellectual property arising from the performance of the Work under the contract will vest in Canada, on the following grounds:

- 6.4: where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is:
  - 6.4.1: to generate knowledge and information for public dissemination



## ANNEX A - STATEMENT OF WORK

### 1. BACKGROUND

#### Office of the Commissioner for Federal Judicial Affairs Canada

The Commissioner for Federal Judicial Affairs reports directly to the Minister of Justice. The Office of the Commissioner (FJA) was established in 1978 to safeguard the independence of the judiciary and provide federally appointed judges with administrative services independent of the Department of Justice.

The *Judges Act* provides for the designation of an officer called the Commissioner for Federal Judicial Affairs. One of the roles and responsibilities of the Commissioner is to act on behalf of the Minister of Justice in matters related to the administration of Part I of the *Judges Act*.

The Commissioner's duties and responsibilities, among others, includes the management of the Federal Courts Reports Section, which is responsible for selecting and publishing Federal Court of Appeal and Federal Court decisions in both official languages;

#### Federal Court Reports

The *Federal Courts Reports* are the official reports of the decisions of the [Federal Court of Appeal](#) and of the [Federal Court](#). They are published pursuant to section 58 of the *Federal Courts Act*, which provides that only the decisions or the parts of them that, in the editor's opinion, are of sufficient significance or importance to warrant publication in the Reports shall be included therein

For further information about FJA please go to the FJA website at:

<http://www.fja-cmf.gc.ca>

### 2. REQUIREMENT

#### Judicial Translation Services

FJA requires translation services in the fulfillment of the above mandate. For the purposes of this Request for Proposal, the Federal Courts Reports Section specifically requires the services of one judicial translator. The judicial translation services require that the translator have significant experience and education in providing legal translations in Canada.

The total annual estimated judicial translation volume is approximately 150,000 words per year.

FJA does not guarantee a minimum volume of work during the period of the contract.

FJA's liability will be limited to work accomplished by the Contractor and approved by FJA's Project Authority.

### 3. SCOPE

The translator must be proficient in translating from English to French.

Translation services are required for the translation of headnotes and digests.

Judicial translators are required to translate "headnotes", "captions" and "digests", which are succinct summaries reflecting the key points of fact and law of Federal Court of Appeal and Federal Court decisions.

These documents are of a legal nature and are usually between 100 and 5,000 words in length.

## **4. APPROACH AND PROTOCOLS**

### **Translation Process**

#### **Requests for Translation Services**

Requests for Translation will be authorized and processed by the Federal Courts Reports (FCR) Production and Publication Manager or by the Project Authority. (Hereinafter in this document, wherever reference is made to the Production and Publication Manager, this also includes the Project Authority.) Verbal requests from FJA officials for translation shall be subsequently confirmed in writing via a Translation Request email before the work is assigned.

The FCR Production and Publication Manager will provide the translator with any related reference material, as applicable. The translator may contact the FCR Production and Publication Manager for access to FJA publications that are not posted on the FJA website.

#### **Request for Translation Email**

The FCR Production and Publication Manager will forward the following information, by email, to the translator:

- a) An electronic copy of the document to be translated;
- b) Deadline for delivery of completed translation; and
- c) An electronic copy of any related reference material.

Requests for Translation and related documentation will be sent to the translator electronically by email. The translator is responsible for electronically receiving FCR translation requests.

#### **Unauthorized Translations**

The translator shall only perform FJA translation work that is authorized by the FCR Production and Publication Manager. Any unauthorized work performed by the translator will be at the expense of the translator. FJA will not be responsible for any expenses incurred and will not provide payment for unauthorized translation services.

#### **Receipt and Delivery of Texts**

The FCR Production and Publication Manager will make arrangements with the translator for the receipt and delivery of any hard copy documentation.

#### **Transmission Expenses**

The translator is responsible for all expenses related to receiving and transmitting documents via electronic mail, or, if applicable, by facsimile or courier service.

#### **Virus Detection**

The translator shall use up-to-date and current virus detection and elimination systems to ensure the delivery of virus-free texts.

#### **Delivery of Completed Translations**

When the translation is completed, the translator is responsible for the delivery of the completed translation to the FCR Production and Publication Manager. The translator is also responsible for returning all supporting documentation.

## **Security**

The translator is responsible for saving a “Read Only” version of the final translation which was emailed or delivered to the FCR Production and Publication Manager.

After a period of 6 months following the approval of the translation, the translator is responsible for shredding any hard copies of the translation or supporting documents including draft copies and emails.

## **Enquiries**

The translator may contact the FCR Production and Publication Manager for clarifications. However, the translator must do his or her own research and limit the number of interventions with the resource. The translator may also be contacted for issues with the translation which need to be addressed.

The translator may contact the FCR Production and Publication Manager who receives, reviews and approves the invoices for work performed.

## **5. STYLE**

The translator shall follow the rules set out in “The Canadian Style” and “Le guide du rédacteur” available on the Termium Plus website at: <http://www.btb.termiumplus.gc.ca/>

The style used in the translation will be legal and include information provided by FCR relating to the house style currently in use. FCR’s Production and Publication Manager shall be responsible for communicating modifications to the house style to the translators.

The translator shall use the terminology in any reference documents transmitted with the Request for Translation email to ensure consistency and standardization.

## **Layout and Appearance**

The layout, format and software version identified in the Request for Translation email shall be used for the translation, modifications and revision.

Except in exceptional circumstances, software application conversion will not be permitted.

Where the Request for Translation email does not provide a specific format, the document is to be translated or revised in the same layout, format and software as the original document.

The FCR Production and Publication Manager can be contacted to restore conversion or for formatting issues.

## **6. QUALITY CONTROL**

Any contract awarded will be evaluated as to the suitability of translation services throughout the contract period. The suitability of services will be based on the quality of the translations and the adherence to the FJA service schedule and standards. Translators must be capable of providing services at a competence level deemed acceptable.

Should the FJA Contracting Authority and the FJA Project Authority decide that the level of services is not deemed acceptable, the translator will be advised in writing. The translator will implement corrective action within five (5) working days. Once corrective actions are taken, should services still not meet the FJA requirements, the FJA Contracting Authority will advise the translator in writing and may terminate the use of the translator’s services.

## **FCR Production and Publication Manager Responsibilities for Quality Control**

The FCR Production and Publication Manager is responsible for accepting or rejecting translations.

FJA will provide a three-month transition period to enable the translator to adjust to the translation requirements. However, at the end of the transition period, any unsatisfactory translations may result in the termination of the FJA contract.

Translations containing one or more major mistakes and/or more than 6 minor errors per 800 words will be considered unsatisfactory and will result in the FCR Production and Publication Manager taking one of the following measures:

- a) Texts will be returned by the FCR Production and Publication Manager to the translator for correction at the translator's expense; and/or
- b) The termination of the Contract.

### **Translator Responsibilities for Quality Control**

The translator must ensure the following prior to a translated document being delivered to the FCR Production and Publication Manager:

- a) Compare the source language document with the translated document;
- b) Verify the terminology used in the translation/edit against any reference material provided by FJA
- c) Use the Government of Canada's Terminology and Linguistic Data Bank – Termium Plus available at : [www.btb.termiumplus.gc.ca/](http://www.btb.termiumplus.gc.ca/)
- d) Ensure layout and format is respected;
- e) Ensure translation is in requested software version;
- f) Ensure that each translation contains no major errors such as mistranslation, gibberish, incorrect figures, and/or omissions that could result in an improper interpretation;
- g) Ensure that each eight hundred (800) word block of translation contains no more than six (6) minor errors such as typographical errors.

## **7. Software Protocols and Reference Materials**

The translator is responsible for providing their own application software and reference materials to complete translation requests.

The translator is not authorized to complete translation requests at the FJA building in order to use FJA computers, offices or reference materials.

### **Software Protocols**

The translator shall use software compatible with the systems and software listed below.

- a) Operating System – Microsoft Windows 7;
- b) Microsoft 2007 or higher Suite of products including MS Word, MS Excel and MS PowerPoint;
- c) WinZip 7.0;
- d) Adobe Acrobat Reader;
- e) Antivirus software.

## **Reference Materials**

The translator shall be responsible for acquiring all relevant reference materials and documentation such as dictionaries, specialized glossaries, and copies of legislation, regulations and rules, etc.

Reference material related to a particular translation will be provided if and when required.

## **8. DELIVERABLES**

### **Normal Requests**

All requests are time-sensitive and the translator is responsible for meeting the delivery date indicated on the Request for Translation email. The delivery standard is 10 business days. The FCR Production and Publication Manager must be notified of any anticipated problems with meeting the delivery date as soon as they become known.

### **Urgent Requests**

Occasionally the FCR Production and Publication Manager may determine that a request for translation is urgent and requires a very short response time.

If the translator is unable to respond to an urgent request, the FCR Production and Publication Manager must be notified.

### **Translated Judicial Documents**

Deliverables must be in the format required as indicated in this Statement of Work and also according to any additional instructions provided in the Request for Translation email.

Deliverables must be delivered according to the instructions in this Statement of Work and according to any additional instructions in the Request for Translation email.

### **Word Count for Invoicing Purposes**

Payment for translation will be done by "word" count. Each word translated will be counted and payment received according to the terms of the contract.

A "word" is defined as a continuous series of letters set apart from other words by spaces. Numbers that appear in the text are considered to be words. Word processing software will be used to determine the number of words in a document which has been requested for translation. The document used for the word count will be the original language request.

In the case of disagreement, the FCR Production and Publication Manager will do a recount in order to reach an agreement with the translator. The translator must indicate to the FCR Production and Publication Manager any anomalies in the word count.

The invoice must include the Title of the document, the word count, and the name of the translator who completed the translation work.

### ANNEX B - FINANCIAL BID

Firm Name (if applicable) \_\_\_\_\_ Translator Name: \_\_\_\_\_

| Item | Year   | Cost per word (normal) | Cost per word (urgent) |  |
|------|--|------------------------|------------------------|--|
| 1    | Contract Year One<br>April 1, 2018 to March 31, 2019   |                        |                        |  |
| 2    | Contract Year Two<br>April 1, 2019 to March 31, 2020   |                        |                        |  |
| 3    | Contract Year Three<br>April 1, 2020 to March 31, 2021 |                        |                        |  |
| 4    | Option Year One<br>April 1, 2021 to March 31, 2022     |                        |                        |  |
| 5    | Option Year Two<br>April 1, 2022 to March 31, 2023     |                        |                        |  |

### ANNEX C - EVALUATION CRITERIA

**Bidder Name:** \_\_\_\_\_ **Translator Name:** \_\_\_\_\_

#### MANDATORY CRITERIA

| Item | Mandatory Criteria  | Page #<br>in Bid | Compliant | Non-compliant | Comment |
|------|---|------------------|-----------|---------------|---------|
| MC 1 | CVs must be submitted for any proposed resource.  |                  |           |               |         |
| MC 2 | The proposed translator must have a university degree in Translation or Law.  |                  |           |               |         |
| MC 3 | The proposed translator must have a minimum of two years' experience as a translator from English to French within the last five years. |                  |           |               |         |
| MC 4 | Bidder must provide names and telephone numbers of two references for whom the translator has completed translations.                   |                  |           |               |         |
| MC 5 | Bidder must provide a completed translation sample using the sample referred to in Annex D– from English to French.                     |                  |           |               |         |

**POINT RATED CRITERIA**

| Item | Point Rated Criteria   | Page # in Bid | Maximum Points Possible | Points Earned | Evaluator's Comments |
|------|--|---------------|-------------------------|---------------|----------------------|
| PR 1 | <p><b>Translation Experience</b></p> <p>A minimum of two years translation experience from English to French within the last 5 years – 5 points OR</p> <p>Three years translation experience from English to French within the last 5 years – 10 points OR</p> <p>More than three years' experience translating from English to French within the last 5 years – 20 points</p> |               | 20                      |               |                      |
| PR 2 | <p><b>Legal Translation Experience</b></p> <p>1 - 2 years' experience translating legal documents from English to French – 5 points OR</p> <p>Three years' experience translating legal documents from English to French – 10 points OR</p> <p>More than three years' experience translating legal documents from English to French – 15 points</p>                            |               | 15                      |               |                      |
| PR 3 | <p><b>Education</b></p> <p>The proposed resource holds a university degree in translation or law (5 points)</p> <p>The proposed resource holds a university degree in both translation and law (10 points)</p>   |               | 10                      |               |                      |



| Item      | Point Rated Criteria   | Page # in Bid | Maximum Points Possible | Points Earned | Evaluator's Comments |
|-----------|--|---------------|-------------------------|---------------|----------------------|
| PR 4<br>A | <p><b>Translation Sample (Test)</b><br/> <b>NOTE: Evaluator will evaluate and score both A AND B</b></p> <p><b>Substantive Errors:</b></p> <p><u>English to French</u><br/>                     No substantive errors – 15 points<br/>                     One substantive error – 5 points<br/>                     More than one substantive error – 0 points</p> <p>A substantive error is made when the incorrect term is used, or when the meaning is not the same as in the original document.</p> |               | 15                      |               |                      |
| PR 4<br>B | <p><b>Translation Sample (Test)</b><br/> <b>Typographical Errors (grammar, spelling, punctuation)</b></p> <p><u>English to French</u><br/>                     No errors – 15 points<br/>                     One error – 10 points<br/>                     Two errors – 5 points<br/>                     More than two errors – 0 points</p>  |               | 15                      |               |                      |
| PR 5      | <p><b>Clarity of Proposal (Bid, including resume)</b></p> <p><u>Grammar, punctuation, spelling</u><br/>                     No errors – 5 points<br/>                     One error – 3 points<br/>                     More than one error – 0 points</p>   |               | 5                       |               |                      |
|           | <p><u>Format and Organization of Bid</u><br/>                     Well-organized format – 5 points<br/>                     Some disorganization – 3 points<br/>                     Disorganization evident resulting in evaluation difficulties – 0 points</p>   |               | 5                       |               |                      |

| Item | Point Rated Criteria   | Page # in Bid | Maximum Points Possible | Points Earned | Evaluator's Comments |
|------|--|---------------|-------------------------|---------------|----------------------|
| PR 6 | <p><b>Reference Evaluation</b><br/>                     Two references must be included for each proposed translator. The reference's name, telephone number, and organization must be included. References will be contacted and interviewed. Interview results will be as follows:</p> <p><u>Reference #1</u><br/>                     Excellent reference – 10 points<br/>                     Good reference, one reservation – 8 points<br/>                     Fair reference, two reservations – 5 points<br/>                     Unacceptable reference, more than two reservations – 0 points</p> |               | 10                      |               |                      |
|      | <p><u>Reference #2</u><br/>                     Excellent reference – 10 points<br/>                     Good reference, one reservation – 8 points<br/>                     Fair reference, two reservations – 5 points<br/>                     Unacceptable reference, more than two reservations – 0 points</p>  |               | 10                      |               |                      |
|      | <b>Total Possible Score</b>  |               | <b>105</b>              |               |                      |
|      | <b>Minimum Score required</b>  |               | <b>63</b>               |               |                      |

## ANNEX D - TRANSLATION SAMPLE

Firm Name (if applicable): \_\_\_\_\_

Translator Name: \_\_\_\_\_

### INSTRUCTIONS

1. Do not indicate the translator's name on the completed test translation. The name should appear only on this page which must be attached to the completed test translation.
2. Each translation bid must be accompanied by one completed test translation.
3. Translate the text in the file "FJA-2018-001 - Translation Sample **NEW**.docx" from English to French. The text can be found under "Attachments" at the bottom of the Tender notice (on the Web).

Should you be unable to open the file, it can be sent to you directly by e-mail. Send your request to [Daniel.Morin@fja-cmf.gc.ca](mailto:Daniel.Morin@fja-cmf.gc.ca).

## ANNEX E - REFERENCE INTERVIEW QUESTIONNAIRE

Firm Name: (If applicable) \_\_\_\_\_

Translator Name: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

Date: \_\_\_\_\_

Reference Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Points Awarded based on PR 6: \_\_\_/10

| Question #             | Question   | Yes | No |
|------------------------|--|-----|----|
| 1.                     | Your name was provided as a reference for ( <i>insert translator name</i> ) indicating that they had provided judicial translation services to you or your firm. Is that correct?<br><br>(If this answer is No, then the reference is not valid and the Interview is terminated and is rated at 0) |     |    |
| 2.                     | Did the translator provide translation services from English to French according to the terms of the contract?<br><br>(If this answer is No, then the reference is not valid and the Interview is terminated and is rated at 0)  |     |    |
| 3.                     | Did the translator respect imposed deadlines?  |     |    |
| 4.                     | Did the translator have an acceptable error rate?  |     |    |
| 5.                     | Did the translator cooperate with the requestors and translator coordinator?   |     |    |
| 6.                     | Would you contract with this translator again?   |     |    |
| Evaluator<br>Comments: |  |     |    |

## ANNEX F - PROPOSED TRANSLATOR INFORMATION

Firm Name (if applicable) \_\_\_\_\_

Translator Name \_\_\_\_\_

| Item | Requirement  | Insert Details |
|------|--|----------------|
| 1    | Translator Full Name (no initials)                                     |                |
| 2    | Security Level currently held by Translator                            |                |
| 3    | Security Clearance Reference Number                                    |                |
| 4    | Translator Date of Birth (for Security Check purposes only) DD/MM/YYYY |                |

## ANNEX G - SECURITY REQUIREMENTS CHECKLIST



|  |
|--|
| Contract Number / Numéro du contrat                                  |
| Security Classification / Classification de sécurité<br>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 /<br>Ministère ou organisme gouvernemental d'origine   | 2. Branch or Directorate / Direction générale ou Direction  |   |
| 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   |   |   |
| 5. a) Will the supplier require access to Controlled Goods?<br>Le fournisseur aura-t-il accès à des marchandises contrôlées?  |   | <input checked="" type="checkbox"/> No<br>Non <input type="checkbox"/> Yes<br>Oui                   |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?<br>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<br>Non <input type="checkbox"/> Yes<br>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?<br>Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?<br>(Specify the level of access using the chart in Question 7. c)<br>(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)                                |   | <input type="checkbox"/> No<br>Non <input checked="" type="checkbox"/> Yes<br>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.<br>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<br>Non <input type="checkbox"/> Yes<br>Oui                   |
| 6. c) Is this a commercial courier or delivery requirement with no overnight storage?<br>S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?   |   | <input checked="" type="checkbox"/> No<br>Non <input type="checkbox"/> Yes<br>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<br>Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>   | All NATO countries<br>Tous les pays de l'OTAN <input type="checkbox"/>                              | No release restrictions<br>Aucune restriction relative à la diffusion <input type="checkbox"/>      |
| Not releasable<br>À ne pas diffuser <input type="checkbox"/>  |   |   |
| Restricted to: / Limité à: <input type="checkbox"/><br>Specify country(ies): / Préciser le(s) pays:   | Restricted to: / Limité à: <input type="checkbox"/><br>Specify country(ies): / Préciser le(s) pays: | Restricted to: / Limité à: <input type="checkbox"/><br>Specify country(ies): / Préciser le(s) pays: |
| 7. c) Level of information / Niveau d'information   |   |   |
| PROTECTED A<br>PROTÉGÉ A <input checked="" type="checkbox"/>  | NATO UNCLASSIFIED<br>NATO NON CLASSIFIÉ <input type="checkbox"/>                                    | PROTECTED A<br>PROTÉGÉ A <input type="checkbox"/>   |
| PROTECTED B<br>PROTÉGÉ B <input checked="" type="checkbox"/>  | NATO RESTRICTED<br>NATO DIFFUSION RESTREINTE <input type="checkbox"/>                               | PROTECTED B<br>PROTÉGÉ B <input type="checkbox"/>   |
| PROTECTED C<br>PROTÉGÉ C <input type="checkbox"/>   | NATO CONFIDENTIAL<br>NATO CONFIDENTIEL <input type="checkbox"/>                                     | PROTECTED C<br>PROTÉGÉ C <input type="checkbox"/>   |
| CONFIDENTIAL<br>CONFIDENTIEL <input type="checkbox"/>   | NATO SECRET<br>NATO SECRET <input type="checkbox"/>   | CONFIDENTIAL<br>CONFIDENTIEL <input type="checkbox"/>   |
| SECRET<br>SECRET <input type="checkbox"/>   | COSMIC TOP SECRET<br>COSMIC TRÈS SECRET <input type="checkbox"/>                                    | SECRET<br>SECRET <input type="checkbox"/>   |
| TOP SECRET<br>TRÈS SECRET <input type="checkbox"/>  |   | TOP SECRET<br>TRÈS SECRET <input type="checkbox"/>  |
| TOP SECRET (SIGINT)<br>TRÈS SECRET (SIGINT) <input type="checkbox"/>  |   | TOP SECRET (SIGINT)<br>TRÈS SECRET (SIGINT) <input type="checkbox"/>                                |

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| Security Classification / Classification de sécurité<br>UNCLASSIFIED |
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| Contract Number / Numéro du contrat                                  |
| Security Classification / Classification de sécurité<br>UNCLASSIFIED |

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| <b>PART A (continued) / PARTIE A (suite)</b>  |  |
| 8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?<br>Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?<br>If Yes, indicate the level of sensitivity:<br>Dans l'affirmative, indiquer le niveau de sensibilité :  | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui  |
| 9. Will the supplier require access to extremely sensitive INFOSEC information or assets?<br>Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?<br><br>Short Title(s) of material / Titre(s) abrégé(s) du matériel :<br>Document Number / Numéro du document :  | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui  |
| <b>PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)</b>   |  |
| 10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis  |  |
| <input checked="" type="checkbox"/> RELIABILITY STATUS / COTE DE FIABILITÉ<br><input type="checkbox"/> TOP SECRET - SIGINT / TRÈS SECRET - SIGINT<br><input type="checkbox"/> SITE ACCESS / ACCÈS AUX EMBLEMES<br><br>Special comments:<br>Commentaires spéciaux : _____<br><br>NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.<br>REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni. | <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL<br><input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL<br><br><input type="checkbox"/> SECRET / SECRET<br><input type="checkbox"/> NATO SECRET / NATO SECRET<br><br><input type="checkbox"/> TOP SECRET / TRÈS SECRET<br><input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET |
| 10. b) May unscreened personnel be used for portions of the work?<br>Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?<br>If Yes, will unscreened personnel be escorted?<br>Dans l'affirmative, le personnel en question sera-t-il escorté?  | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui<br><input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui   |
| <b>PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)</b>  |  |
| <b>INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</b>  |  |
| 11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?<br>Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui  |
| 11. b) Will the supplier be required to safeguard COMSEC information or assets?<br>Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui  |
| <b>PRODUCTION</b>   |  |
| 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?<br>Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?   | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui  |
| <b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b>   |  |
| 11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?<br>Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui  |
| 11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?<br>Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui  |

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COMMON-PS-SRCL#6



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 Gouvernement du Canada

Contract Number / Numéro du contrat

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 UNCLASSIFIED

**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<br>Catégorie  | PROTECTED<br>PROTÉGÉ |   |   | CLASSIFIED<br>CLASSIFIÉE     |        |                                 | NATO  |  |                |   | COMSEC               |   |   |              |        |                                 |  |
|--|----------------------|---|---|------------------------------|--------|---------------------------------|---|--|----------------|---|----------------------|---|---|--------------|--------|---------------------------------|--|
|  | A                    | B | C | CONFIDENTIAL<br>CONFIDENTIEL | SECRET | TOP<br>SECRET<br>TRÈS<br>SECRET | NATO<br>RESTRICTED<br>NATO<br>DIFFUSION<br>RESTREINTE | NATO<br>CONFIDENTIAL<br>NATO<br>CONFIDENTIEL | NATO<br>SECRET | COSMIC<br>TOP<br>SECRET<br>COSMIC<br>TRÈS<br>SECRET | PROTECTED<br>PROTÉGÉ |   |   | CONFIDENTIAL | SECRET | TOP<br>SECRET<br>TRÈS<br>SECRET |  |
|  |                      |   |   |                              |        |                                 |   |  |                |   | A                    | B | C |              |        |                                 |  |
| Information / Assets<br>Renseignements / Biens<br>Production |                      |   |   |                              |        |                                 |   |  |                |   |                      |   |   |              |        |                                 |  |
| IT Media /<br>Support TI                                     |                      |   |   |                              |        |                                 |   |  |                |   |                      |   |   |              |        |                                 |  |
| IT Link /<br>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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