

**Issuing Office - Bureau de distribution**  
Administrative Tribunals Support Service of Canada  
Procurement and Material Management  
240 Sparks Street, West Tower, 6th Floor  
Ottawa, Ontario  
K1P 5V2

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Administrative Tribunals Support  
Service of Canada**

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

**Proposition aux: Service canadien d'appui aux  
tribunaux administratifs**

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

**Instructions: See Herein**  
**Instructions: Voir aux présentes**

**Comments:**  
**THIS DOCUMENT DOES NOT CONTAIN A  
SECURITY REQUIREMENT**

**Commentaires :**  
**LE PRÉSENT DOCUMENT NE COMPORTE PAS  
D'EXIGENCE DE SÉCURITÉ**

<b>Title - Titre</b>	
<b>Translation service</b>	
<b>Solicitation No. – N° de l'invitation</b>	<b>Date</b>
<b>20172033</b>	<b>February 12, 2018</b>
<b>Solicitation closes – L'invitation prend fin</b>	<b>Time Zone – Fuseau horaire</b>
<b>At – à : 2:00 PM</b>	<b>EST (Eastern Standard Time)</b>
<b>On – le : March 19, 2018</b>	
<b>Return bids to – Retourner les soumissions à :</b>	
<a href="mailto:procurements-achats@tribunal.gc.ca"><b>procurements-achats@tribunal.gc.ca</b></a>	
<p><b>**Please clearly indicate the Request for Proposal (RFP) reference number in the Subject line of your email</b></p> <p><b>**Veuillez indiquer clairement le numéro de référence de la demande de proposition (DDP) dans l'objet du courriel.</b></p>	
<b>Address inquiries to – Adresser toutes questions à :</b>	
<b>Jean Fong</b>	
<b>Email : <a href="mailto:procurements-achats@tribunal.gc.ca">procurements-achats@tribunal.gc.ca</a></b>	
<b>Delivery required - Livraison exigée</b>	
<b>See Herein / Voir aux présentes</b>	
<b>Destination</b>	
<b>See Herein / Voir aux présentes</b>	
<b>Supplier Name and Address – Nom et adresse du fournisseur</b>	
<p><b>Telephone No. - N° de téléphone :</b></p> <p><b>Facsimile No. - N° de télécopieur :</b></p>	
<b>Name and title of person authorized to sign on behalf of supplier (type or print)</b>	
Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
<b>Signature :</b> _____	
<b>Date :</b> _____	

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Summary**

- 1.1.1 The Administrative Tribunals Support Service of Canada (ATSSC) requires urgent high-quality translations of legal and administrative documents to meet tight deadlines. The ATSSC is seeking proposals from interested suppliers for the provision of both English to French and French to English translation services on an as and when requested basis through one (1) contract. The period of any resulting contract shall be one (1) year with the possibility of an extension for up to three (3) additional one-year periods.
- 1.1.2 The maximum funding available for any Contract including the option periods resulting directly from this bid solicitation is \$2,000,000.00 CAD for translation services. Customs duties, excise taxes and Applicable Taxes are included. This disclosure does not commit Canada to the payment of the maximum funding available.
- 1.1.3 The requirement is not subject to the provisions of the North American Free Trade Agreement (NAFTA), the World Trade Organization Agreement on Government Procurement (WTO-AGP), Canada-Colombia Free Trade Agreement (CCFTA), Canada-Peru Free Trade Agreement (CPFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Panama Free Trade Agreement, the Canada-Korea Free Trade Agreement (CKFTA), Canada-Chile Free Trade Agreement (CCFTA), the Comprehensive Economic and Trade Agreement (CETA), and the Canada-Ukraine Free Trade Agreement..

Only the Canada Free Trade Agreement (CFTA) applies to this requirement.

### **1.2 Security Requirements**

There is no security requirement associated with this solicitation.

### **1.3 Statement of Work**

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

### **1.4 Debriefings**

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

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

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 calendar days

### 2.2 Submission of Bids

Unless specified otherwise in the RFP, bids must be submitted to [procurements-achats@tribunal.gc.ca](mailto:procurements-achats@tribunal.gc.ca) and received by the date and time indicated on page 1 of the solicitation.

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

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

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, 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:

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

*"lump sum payment period"* means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of

various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

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

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

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

- (i) name of former public servant;
- (ii) date of termination of employment or retirement from 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 web sites as part of the published proactive disclosure reports in accordance with *Contracting Policy Notice: 2012-2* (<http://www.tbs-sct.gc.ca/hqw-cgf/business-affaire/gcp-agc/notices-avis/2012/10-31-eng.asp>) and the *Guidelines on the Proactive Disclosure of Contracts* (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676>).

### **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:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

## **2.4 Enquiries - Bid Solicitation**

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must

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

## **2.5 Applicable Laws**

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

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

## **2.6 Terms and Conditions**

By submitting a bid, the Bidder hereby certifies compliance with and acceptance of all the articles, clauses, terms and conditions contained or referenced in this Request for Proposal (RFP) and Statement of Work (SOW). Any modifications or conditional pricing by the bidder, including deletions or additions to the articles, clauses, terms and conditions contained or referenced in this RFP and/or SOW document will render the bid non-responsive and the bid will receive no further consideration.

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

The Administrative Tribunals Support Service of Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

(4.1) To generate knowledge and information for public dissemination.

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

### **3.1 Bid Preparation Instructions**

Canada requests that Bidders provide their bid by e-mail in separate sections/attachments as follows:

- Section I: Technical Bid (1 soft copy)
- Section II: Financial Bid (1 soft copy)
- Section III: Certifications (1 soft copy)
- Section IV: Additional Information (1 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.

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

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

#### **Section II: Financial Bid**

- A.** Bidders must submit their financial bid in Canadian funds and in accordance with Attachment 1 to Part 3 – Unit Price Table. The total amount of Applicable Taxes must be shown separately.
- B.** Bidders must submit their firm rates, DDP – Delivered Duty Paid to Destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- C.** When preparing their financial bid, Bidders should review clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 6.7, Payment, of Part 6 of the bid solicitation.
- D.** Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

#### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

#### **Section IV: Additional Information**

In Section IV of their bid, Bidders must provide the completed and signed Bid Submission Form at Attachment 2 to part 3 of this Request for Proposal.

### ATTACHMENT 1 TO PART 3 – UNIT PRICE TABLE

The Bidder must complete the Unit Pricing Tables set out below and include them in its financial bid. As a minimum, the Bidder must respond to the Unit Pricing Tables by including, in its financial bid, its quoted firm all-inclusive rate per word for each of the streams of services for the contract period and each of the option periods identified below and in Annex A: Statement of Work. The all-inclusive rate per word must be provided in Canadian dollars, Delivered Duty Paid (DDP) to destination. Canadian customs duties and excise taxes included, where applicable, and Applicable Taxes excluded.

Note: For bid evaluation purposes all rates bid will be rounded to three (3) decimal points.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

**Unit Price Table 1: Date of Contract award to March 31, 2019**

Rates			
Stream	Translation Service	Firm all-inclusive Rate/word (Regular Rate)	Firm all-inclusive Rate/word (URGENT Rate)
A	Legal documents – Canadian English to Canadian French	\$	\$
B	Legal documents – Canadian French to Canadian English	\$	\$
C	Administrative documents – Canadian English to Canadian French	\$	\$
D	Administrative documents – Canadian French to Canadian English	\$	\$

**Unit Price Table 2: (Option Year 1) April 1, 2019 to March 31, 2020**

Rates		
Translation Service	Firm all-inclusive Rate/word (Regular Rate)	Firm all-inclusive Rate/word (URGENT Rate)
Legal documents – Canadian English to Canadian French	\$	\$
Legal documents – Canadian French to Canadian English	\$	\$
Administrative documents – Canadian English to Canadian French	\$	\$
Administrative documents – Canadian French to Canadian English	\$	\$

**Unit Price Table 3: (Option Year 2) April 1, 2020 to March 31, 2021**

<b>Rates</b>		
<b>Translation Service</b>	<b>Firm all-inclusive Rate/word (Regular Rate)</b>	<b>Firm all-inclusive Rate/word (URGENT Rate)</b>
Legal documents – Canadian English to Canadian French	\$	\$
Legal documents – Canadian French to Canadian English	\$	\$
Administrative documents – Canadian English to Canadian French	\$	\$
Administrative documents – Canadian French to Canadian English	\$	\$

**Unit Price Table 4: (Option Year 3) April 1, 2021 to March 31, 2022**

<b>Rates</b>		
<b>Translation Service</b>	<b>Firm all-inclusive Rate/word (Regular Rate)</b>	<b>Firm all-inclusive Rate/word (URGENT Rate)</b>
Legal documents – Canadian English to Canadian French	\$	\$
Legal documents – Canadian French to Canadian English	\$	\$
Administrative documents – Canadian English to Canadian French	\$	\$
Administrative documents – Canadian French to Canadian English	\$	\$

ATTACHMENT 2 TO PART 3 - BID SUBMISSION FORM

<b>BID SUBMISSION FORM</b>	
<b>Bidder's full legal name</b>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Fax #
	Email
<b>Bidder's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003] [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]	
<b>Jurisdiction of Contract:</b> Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b> See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"

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 proposed resources able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

<b>Signature of Authorized Representative of Bidder</b>	
<b>Date</b>	

**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**

Refer to Attachment 1 to Part 4

**4.1.1.2 Point Rated Technical Criteria**

Refer to Attachment 2 to Part 4

**4.1.2 Financial Evaluation**

- 4.1.2.1 For bid evaluation and Contractor selection purposes only, the total evaluated price of a bid will be determined in accordance with the Unit Pricing Tables detailed in Attachment 1 to Part 3.

The following tables will be used to evaluate the Bidders' overall proposal. Bidders' proposed firm all-inclusive rates per word in the Unit Pricing Tables will be inserted in the tables below. For evaluation purposes, (B), (D), (E), "total bid price" for each stream, evaluated price and the "Total evaluated bid price" will be rounded to 3 decimal points.

**Table 1 - Contract Period (from date of Contract award to March 31, 2019)**

Stream	(A) = Firm all-inclusive Rate/Word (Regular Rate)	(B) = (A)*90%	(C) = Firm all-inclusive Rate/word (URGENT Rate)	(D) = (C) *10%	(E) = (B) + (D)	(F) = Proportion of work	Total bid price = (E) * (F)
<b>A</b>	\$		\$			85%	\$
<b>B</b>	\$		\$			5%	\$
<b>C</b>	\$		\$			5%	\$
<b>D</b>	\$		\$			5%	\$
<b>Evaluated bid price - Table 1</b>							\$

**Table 2 - Contract Period (Option Year 1 - April 1, 2019 to March 31, 2020)**

Stream	(A) = Firm all-inclusive Rate/Word (Regular Rate)	(B) = (A)*90%	(C) = Firm all-inclusive Rate/word (URGENT Rate)	(D) = (C) *10%	(E) = (B) + (D)	(F) = Proportion of work	Total bid price = (E) * (F)
<b>A</b>	\$		\$			85%	\$
<b>B</b>	\$		\$			5%	\$
<b>C</b>	\$		\$			5%	\$
<b>D</b>	\$		\$			5%	\$
<b>Evaluated bid price - Table 2</b>							\$

Table 3 - Contract Period (Option Year 2 - April 1, 2020 to March 31, 2021)							
Stream	(A) = Firm all-inclusive Rate/Word (Regular Rate)	(B) = (A)*90%	(C) = Firm all-inclusive Rate/word (URGENT Rate)	(D) = (C) *10%	(E) = (B) + (D)	(F) = Proportion of work	Total bid price = (E) * (F)
A	\$		\$			85%	\$
B	\$		\$			5%	\$
C	\$		\$			5%	\$
D	\$		\$			5%	\$
<b>Evaluated bid price - Table 3</b>							\$

Table 4 - Contract Period (Option Year 3 - April 1, 2021 to March 31, 2022)							
Stream	(A) = Firm all-inclusive Rate/Word (Regular Rate)	(B) = (A)*90%	(C) = Firm all-inclusive Rate/word (URGENT Rate)	(D) = (C) *10%	(E) = (B) + (D)	(F) = Proportion of work	Total bid price = (E) * (F)
A	\$		\$			85%	\$
B	\$		\$			5%	\$
C	\$		\$			5%	\$
D	\$		\$			5%	\$
<b>Evaluated bid price - Table 4</b>							\$

For each stream in each of the tables, the Firm all-inclusive rate per Word (column A) will be multiplied by 90% and written in column B. The Firm all-inclusive rate per (column C) will be multiplied by 10% and inserted in column D. This will reflect the approximate distribution of work between regular translations and urgent translations.

Furthermore, for each stream, the total of these two rates (column E) will be multiplied by the proportion this stream represents in overall estimated workload (as indicated in column F) which shall become the "Total bid price" for each stream, which will be added together to determine the "Evaluated bid price" for each of the tables 1 to 4. The bidder's total evaluated bid price will be the sum of the "Evaluated bid price" in each of Tables 1, 2, 3 and 4.

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

**4.2 Basis of Selection**

**4.2.1 SACC Manual Clause A0027T (2012-07-16), Basis of Selection - Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;

- b. meet all mandatory criteria; and
- c. obtain the required minimum of 25 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 40 points

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

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

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3rd	2nd

In the event that of a tie, the bidder with the lowest price for stream A will be the successful bidder.

**ATTACHMENT 1 TO PART 4 MANDATORY CRITERIA**

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

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by a Bidder to meet any one of the mandatory requirements will render the Bidder's proposal **non-responsive and will not be given further consideration**. The treatment of mandatory requirements in any procurement process is absolute. Each mandatory technical criterion should be addressed separately.

Technical bids must clearly demonstrate compliance with the mandatory criteria. Simply repeating the statements found hereunder is not sufficient.

Mandatory Requirements		MET /NOT MET
M1	<p>The Bidder must identify in its proposal a list of the resources that would be charged with performing the work including, at a minimum but not limited to, the following:</p> <ul style="list-style-type: none"> <li>a) Translators proposed to be assigned to translate documents under any resulting Contract;</li> <li>b) Translation intake/liaison officer;</li> <li>c) Proof Reader and/or Comparative Editor and/or Quality Control</li> </ul> <p>The Bidder must provide the full names of all the resources in their bid.</p>	
M2	<p>The Bidder must clearly demonstrate that it has a minimum ten (10) years' experience translating administrative and legal texts from Canadian English to Canadian French and from Canadian French to Canadian English.</p> <p>The Bidder must provide details of experience, including dates (from month/year to month/year).</p> <p>The Bidder must supply two (2) customer references for whom the Bidder has translated legal texts and two (2) customer references for whom the Bidder has translated administrative texts (if different). All reference information provided must include the reference name, organization, e-mail and telephone number.</p> <p>In validating this experience, if there is a conflict between the information provided by the customer references and the bid, the information provided by the customer references will be evaluated instead of the information in the bid.</p> <p>If the named individual is unavailable when required during the evaluation period, the Bidder must provide the name and</p>	

	contact information of an alternate contact from the same customer. The alternate contact information must be provided within 48 hours from the date of the request from the Contracting Authority.	
M3	The Bidder must attest to their capability of delivering translated documents in Windows 7 and Microsoft Office Suite 2010.	
M4	The Bidder must have an e-mail account which can receive and send large documents (up to 5MB) as well as a secure FTP for the transmission of translations. The Bidder must provide the e-mail account address in their bid. The ATSSC reserves the right to test and validate the e-mail account during bid evaluation.	
M5	The Bidders' proposed translators must have a minimum of two (2) years' translating (English to French or French to English) experience. The Bidder must provide details of experience, including dates (from month/year to month/year) for each proposed translator.	
M6	<p>The Bidder must meet the mandatory requirement of :</p> <ul style="list-style-type: none"> <li>• translating a minimum output of 2,500 words, per regular work day,</li> <li>• meeting urgent timeframes as agreed with the customer organisation</li> </ul> <p>Bidders must provide 2 customer references that can validate the Bidder's capacity to translate a minimum of 2,500 words per day and to meet urgent deadlines as agreed with the customer organisation. All reference information provided must include the reference name, organization, e-mail and telephone number.</p> <p>In validating this experience, if there is a conflict between the information provided by the customer references and the bid, the information provided by the customer references will be evaluated instead of the information in the bid.</p> <p>If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer. The alternate contact information must be provided within 48 hours from the date of the request.</p>	

**ATTACHMENT 2 TO PART 4 POINT RATED CRITERIA**

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

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

Number	Point Rated Technical Criteria	Cross Reference to Proposal	Max Available Points	Points Received
R1	<p>The Bidder should use a translation memory tool. Bidder's proposals must include the name of the tool in use at time of bid closing.</p>		5	
R2	<p>Bidders should use a translation memory tool which incorporates translations provided by a client. To obtain the maximum 5 points the Bidder must provide two references who can confirm compliance with this criterion. The information required for the reference must include:</p> <ul style="list-style-type: none"> <li>• Name of client references;</li> <li>• Name of organisations;</li> <li>• Position titles;</li> <li>• Phone numbers; and</li> <li>• Email addresses;</li> </ul>		5	
R3	<p>Further to M1, the Bidder's proposed translators should have a degree in translation (English and French) from a recognized Canadian university (*or equivalent), or a degree in law from a recognized Canadian university (*or equivalent) and a minimum of 2 years' experience translating legal texts from English to French, or both.</p> <p>To be awarded points a copy of the degree for each proposed translator must be provided at the time of bid submission.</p> <p>For each proposed translator with</p> <p>a) only a degree in translation (English and French), 5 points will be awarded.</p> <p>b) only a degree in law and 2 years' experience translating legal texts from English to French, 10 points will be awarded.</p> <p>c) a degree in law, with 2 years' experience</p>		10	

	<p>translating legal texts from English to French and a degree in translation (English and French), 15 points will be awarded. d) no qualification of a, b or c above, no point will be awarded.</p> <p>The average of points awarded to translators will be used to calculate total points for R3, however the maximum points awarded will be 10 such that the following applies:</p> <p>(Total of all points) ÷ (# of translators) = Points awarded (up to 10 maximum)</p> <p>Note: For bid evaluation purposes points calculated using the above formula will be rounded to two (2) decimal points.</p> <p><i>* If the university degree was obtained outside of Canada, the Bidder must demonstrate that it is recognized by a Canadian academic credentials assessment service. (<a href="http://www.cicic.ca">www.cicic.ca</a>)</i></p>			
<p><b>R4</b></p>	<p>The Bidder should have a minimum of two (2) years' experience translating Canadian federal courts or tribunal decisions</p> <p>To receive points the Bidder's proposal must provide number of months and years of experience translating decisions with dates (from month/year to month/year)</p> <p>Bidder must provide one or more references who can confirm compliance with this criterion. The information required for the reference(s) must include:</p> <ul style="list-style-type: none"> <li>• Name of client references;</li> <li>• Name of organisations;</li> <li>• Position titles;</li> <li>• Phone numbers; and</li> <li>• Email addresses;</li> </ul> <p>24 to 59 months = 10 points 60 to 119 months = 15 points 120 + months = 20 points</p>		<p><b>20</b></p>	
	<p>Maximum points available</p>	<p><b>40</b></p>		
	<p>Minimum number of points required</p>	<p><b>25</b></p>		

## **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**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

### **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 – List of Names**

In accordance with Section 17 of 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 - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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 Additional Certifications Precedent to Contract Award**

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

**ATTACHMENT 1 TO PART 5 – ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD**

**1. Status and Availability of Resources**

SACC Manual clause [A3005T](#) (2010-08-16) 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.

\_\_\_\_\_  
(Signature of Bidder's Representative)

\_\_\_\_\_  
(Date)

**2. Education and Experience**

SACC Manual clause [A3010T](#) (2010-08-16) 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.

\_\_\_\_\_  
(Signature of Bidder's Representative)

\_\_\_\_\_  
(Date)

**3. Language skills**

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

\_\_\_\_\_  
(Signature of Bidder's Representative)

\_\_\_\_\_  
(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

There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

[2035](#) (2016-04-04), General Conditions - Higher Complexity Services apply to and form part of the Contract.

#### 6.3.2 Supplemental General Conditions

[4007](#) (2010-08-16), General Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

#### 6.3.3 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

#### 6.3.4 Specific Persons(s)

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

#### 6.3.5 Non-disclosure Agreement

*SACC Manual* clause [A9126C](#) (2010-08-16), Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex C, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to March 31, 2019, inclusive

### 6.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one-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 rates set out in the Basis of Payment.

Canada may exercise this option at any time prior to the expiry date of the Contract by sending a written notice to the Contractor. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jean Fong  
A/Senior Procurement Advisor  
Administrative Tribunals Support Service of Canada  
Procurement and Material Management  
240 Sparks Street, West Tower, 6th Floor  
Ottawa, Ontario  
K1P 5V2  
Telephone: 613-991-9327  
E-mail address: procurements-achats@tribunal.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.

### 6.5.2 Project Authority

The Project Authority for the Canadian International Trade Tribunal Secretariat (CITTS) for the Contract is:

*TBD at contract award*

The Translation Coordinator for CITTS for the Contract is:

*TBD at contract award*

The Project Authority for the Competition Tribunal Secretariat (CTS) and Public Servants Disclosure Protection Tribunal Secretariat (PSDPTS) for the Contract is:

*TBD at contract award*

The Translation Coordinator for CTS and PSDPTS for the Contract is:

*TBD at contract award*

The Project Authority for other areas of ATSSC for the Contract is:

*TBD at contract award (As required)*

The Translation Coordinator for other areas of ATSSC for the Contract is:

*TBD at contract award (As required)*

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.

### **6.5.3 Contractor's Representative**

*TBD at contract award*

### **6.6 Proactive Disclosure of Contracts with Former Public Servants**

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

### **6.7 Payment**

#### **6.7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices per word as specified in Annex B, delivered duty paid (DDP) to destination, applicable taxes excluded, up to the limitation of expenditure in Article 6.7.3. Customs duties, excise taxes and applicable taxes are included in the limitation of expenditure.

The limitation of expenditure in Article 6.7.3 may be increased during the period of this contract to provide for additional required ATSSC translation and to provide increases for each of the option years in the Contract.

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.

#### **6.7.2 Travel and Living Expenses**

There will be no travel time or travel and living expenses payable to the Contractor for services rendered.

#### **6.7.3 Limitation of Expenditure**

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

- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **6.7.4 Method of Payment (Monthly Payment)**

SACC *Manual* Clause [H1008C](#) (2008-05-12) – 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.

#### **6.7.5 SACC Manual Clauses**

[A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department

#### **6.8 Invoicing Instructions**

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

Each invoice must be supported by:

- a. a copy of the translation request from the Translation Coordinator confirming the word count;
  - b. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the Project Authority and the Translation Coordinator for certification and payment; and
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### **6.9 Certifications and Additional Information**

##### **6.9.1 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.

##### **6.10 Applicable Laws**

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

### 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions [2035](#) (2016-04-04), General Conditions – Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Non-Disclosure Agreement;
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*).

### 6.12 Insurance

SACC Manual Clause [G1005C](#) (2016-01-28) 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.

### 6.13 Basis for Canada's Ownership of Intellectual Property

The Administrative Tribunals Support Service of Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

- (4.1) To generate knowledge and information for public dissemination.

**ANNEX "A"**  
**STATEMENT OF WORK**

**1. Background**

In 2014, the Government of Canada passed legislation to consolidate the provision of support services to 11 administrative tribunals by way of a single, integrated organization - the Administrative Tribunals Support Service of Canada (ATSSC). The ATSSC was established by the *Administrative Tribunals Support Service of Canada Act* and came into force on November 1, 2014.

The Secretariats of the Canadian International Trade Tribunal (CITTS), Competition Tribunal and Public Servants Disclosure Protection Tribunal (CTS and PSDPTS) were established in November 2014 to provide registry, judicial and other specialized services to the Tribunals. The services provided by the ATSSC enable the Tribunals to function and members of the Tribunals to hear and resolve cases in a fair, expeditious and efficient manner.

The Tribunals are specialized independent quasi-judicial bodies that operate within their distinct enabling legislations identified as follow:

Canadian International Trade Tribunal (CITT):

*Canadian International Trade Tribunal Act*  
*Canadian International Trade Tribunal Procurement Inquiry Regulations*  
*Canadian International Trade Tribunal Regulations*  
*Canadian International Trade Tribunal Rules*  
*Customs Act*  
*Customs Tariff*  
*Customs Tariff Schedule*  
*Excise Tax Act*  
*Special Import Measures Act*  
*Special Import Measures Regulations*  
*Trade Agreements*

Public Servants Disclosure Protection Tribunal (PSPDT):

*Public Servants Disclosure Protection Act*  
*Public Servants Disclosure Protection Tribunal Rules of Procedure*

Competition Tribunal (CT):

*Competition Act : Part VII.1 of the Competition Act and Part VIII of the Competition Act*  
*Competition Tribunal Act,*  
*Competition Tribunal Rules,*

**2. Objective and Requirement**

CITTS, CTS and PSDPTS require translation services on an "as and when requested" basis for translation of documents that are administrative and/or legal in nature. CITTS, CTS and PSDPTS require services providing output capacity as defined by Regular and Urgent Translation in **11. Definitions** to meet deadlines including those of urgent requests. To meet these requirements, the Contractor may have to work outside normal hours of operation and during Government of Canada statutory holidays, at no additional cost to ATSSC. Additional translation of legal and administrative text from other areas of the ATSSC may also be required, on an "as and when requested" basis. Additional required ATSSC translation will not exceed the total limitation of expenditure of this contract and will compliment other sources of translation available to the ATSSC.

The Contractor must translate the following streams:

**Stream A:**

Translation of legal documents, Canadian English to Canadian French  
85% of the volume

**Stream B:**

Translation of legal documents, Canadian French to Canadian English  
5% of the volume

**Stream C:**

Translation of administrative documents, Canadian English to Canadian French  
5% of the volume

**Stream D:**

Translation of administrative documents, Canadian French to Canadian English  
5% of the volume

**2.1 Reference Material**

The Contractor's translation must comply with CITTs, CTS and PSDPTS terminology and linguistic requirements as outlined in documentation that will be shared with the retained Contractor. The Contractor will be able to submit terminological questions to an appointed Translation Coordinator in CITTs, CTS and PSDPTS.

**3. Software Applications**

As CITTs, CTS and PSDPTS documents are created using the Microsoft Office Suite 2010 (under Windows 7), the Contractor must ensure that the translations are compatible with this environment. The Contractor must use virus detection and elimination software and must take the necessary measures to deliver electronically translations that are virus-free.

**4. Equipment and material**

The Contractor must provide all the necessary equipment, supplies, services (including labour, supervision and management services, inspection procedures and quality assurance), software and instruments to perform the work. The Contractor is responsible for ensuring it can receive and send documents electronically, and must have access to the internet, e-mail, and have Secure File Transfer Protocol (FTP). The contractor must also have access to a courier service for delivery and pick-up of texts, if necessary.

**5. Delivery of Work**

**5.1 Workflow**

Documents to be translated will be sent to the Contractor by e-mail or secure FTP with a proposed delivery date. If the Contractor is unable to deliver the text for the required delivery date and time, the Contractor must inform the Translation Coordinator immediately.

If the Contractor accepts a text and, subsequently, is unable to meet the agreed-upon delivery date, the Contractor must immediately inform the Translation Coordinator to come to an agreement. Failure to meet the delivery deadline will be deemed a Late Delivery.

**5.2 Word Count**

A word is defined as a continuous string of letters separated from other words by spaces. Numbers that appear in text are considered words. When CITTs, CTS or PSDPTS sends documents for translation to the Contractor, the word count will be included. The count will be

done electronically from the source text using the same software used to create the source text. The Contractor must confirm the word count with the appointed Translation Coordinator. Failure to do so will be considered an acceptance of CITTs, CTS or PSDPTS's word count. In case of disagreement, the Translation Coordinator will redo the word count with a view to reaching an agreement. Discrepancies will be resolved prior to the commencement of work. If an agreement cannot be reached, the final decision on the word count will be made by CITTs, PSDPTS or CTS's Translation Coordinator. This word count must be used by the Contractor for invoicing purposes.

## **6. Tasks and Quality Control**

### **6.1 Tasks**

The Contractor must :

- Translate documents, including tables and graphics;
- Conduct the required terminological research as well as reference checks;
- Ensure that all translations are revised for quality and accuracy before being returned to Translation Coordinator;
- Ensure consistency in large documents by limiting, as far as reasonable, the number of translators working on the same document and by providing a final revision of the complete document;
- Perform any other tasks necessary to deliver the final translated product; and
- Ensure that all translator names are on translated text and that each translated text delivered is signed by the translator who did the translation.

### **6.2 Quality Standards and Error levels**

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

- Use of the appropriate style and language that accurately renders the message of the source text;
- Use of standardized and consistent terminology;
- Delivery of texts that contain no major errors and no more than 6 minor errors per 1000 words, regardless of the stream. Major and minor errors are defined as follows:
  - Major Errors:
    - Opposite meaning
    - Gibberish
    - Nonsense
    - Omission
      - Of a sentence or part of a sentence
      - Of a name, creating confusion
    - Mistranslation that has an impact on the meaning
    - Name misspelled
    - Poorly done research, leading to inadequate quotes, terminology, etc.
    - Flagrant failure to respect reference documents
  - Minor errors:
    - Typos, gallicisms, anglicisms, grammatical errors
    - Lack of concision and clarity
    - Failure to use terminology that is part of the reference material
    - Error in a date
    - Failure to respect generally recognized typographical rules
    - Failure to respect the format or layout of the source document (including font)

### 6.3 Unsatisfactory documents

All deliverables and services rendered under this requirement are subject to inspection by the CITTS, PSDPTS or CTS Project Authority or a designated representative. Should any deliverable not be to the satisfaction of the Project Authority or designated representative as submitted, said Project Authority or representative has the right to request correction before payment is authorized.

If the Contractor submits unsatisfactory translations that contain more errors than described in 6.2, ATSSC may at its sole discretion exercise its rights, including, but not limited to the following:

- a. Return the submitted work to the Contractor to be redone at no additional cost to CITTS, CTS or PSDPTS. The work to be redone must be performed within the timeframe stipulated by CITTS, PSDPTS or CTS and the Contractor will be responsible for meeting the deadline;
- b. Require the submitted work to be redone by another translator of the Contractor at no additional cost to CITTS, CTS or PSDPTS. The Contractor will be informed by CITTS, CTS or PSDPTS that the translation submitted was unacceptable and that payment will not be authorized until the translation is revised to the satisfaction of the Project Authority or designated representative;
- c. Terminate the contract for default.

The submitted work will be sent back to the Contractor for adjustment at no additional cost to CITTS, CTS or PSDPTS if the Contractor:

- delivers a text that was created with a different software than was used for the source text
- fails to respect the format, the style and the layout of the source document
- fails to protect the accessibility features for the visually impaired that were included in the original document by not working on the original text in the “overwrite” mode in the word processing software.

The adjustment must be performed within the timeframe stipulated by CITTS, PSDPTS or CTS and the Contractor will be responsible for meeting the deadline.

## 7. Layout and format

Unless otherwise specified, the work returned to PSDPTS, CITTS or CTS must respect the layout and format of the original document. Furthermore, the translation must be typed in the “overwrite mode” in Word to preserve the embedded accessibility features. Finally, no advertising, watermarks, stamps, business cards, etc. may be applied, electronically or to a hard copy, to the source text, translated text, etc.

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

## 8. Constraints

### 8.1 Training

No training will be provided by CITTS, CTS or PSDPTS to the Contractor or the Contractor’s translators. Any training required by a new or replacement resource will be the responsibility of the Contractor. The Contractor will assume all associated costs, including training pertaining to familiarization during the start-up of the Contract and Contract period for resource replacements. Training of the resource during the start-up period must take place without a reduction in service level. Time spent on such training will not be billed to, nor paid by CITTS, CTS or PSDPTS.

### 8.2 Place of work

The work will be performed at the Contractor's own workplace, unless otherwise confirmed by the Project Authority, using the equipment and material referenced in section 4. **Equipment and Material.**

### 8.3 Travel fees

No travel will be incurred or authorized in the context of this contract.

### 8.4 Courier fees

All documents will be sent to the Contractor by e-mail or secure FTP upload. Translated documents must be returned by the Contractor to CITTTS, CTS or PSDPTS using the same method of transmission of the original document. However, should a network issue occur at the ATSSC, a courier service will be used and the costs will be covered by CITTTS, CTS or PSDPTS. However, if a problem occurs on the Contractor's network, courier costs will not be reimbursed by CITTTS, CTS or PSDPTS.

### 8.5 Meeting

Should it be necessary to discuss a particular translation request or the overall quality of the translations, communication will be by e-mail or telephone. If required, or upon request of CITTTS, CTS or PSDPTS, in-person meetings will be held at the PSDPTS, CITTTS or CTS office location in the National Capital Region (NCR).

## 9. Response time

The Contractor must be available to provide services on an "as-and-when requested" basis. The Contractor must be available during work days between 8am and 5pm (EST). The Contractor must confirm acceptance of the work within two hours. The contractor must provide the name and coordinates (e-mail and telephone number) of a contact person(s) who can accept translation work on behalf of the Contractor.

Furthermore, in delivering the translations, the Contractor must respect CITTTS, CTS or PSDPTS's proposed deadlines. Any change must be pre-approved by the Translation Coordinator.

## 10. Level of Effort

The estimated level of effort in the table below is not a guarantee of work.

Stream	Translation Service	Approximate distribution of texts
A	Legal documents Canadian English to Canadian French	85% approx.
B	Legal documents Canadian French to Canadian English	5% approx.
C	Administrative documents Canadian English to Canadian French	5% approx.
D	Administrative documents Canadian French to Canadian English	5% approx.

Estimated Volumetrics (in words):

Year 1: 1,300,000

Option Year 1: 1,300,000

Option Year 2: 1,300,000

Option Year 3: 1,300,000

Please note that the volumetric data provided above are estimates only and neither represent a commitment on the part of ATSSC, nor provide a guarantee that ATSSC's usage of the services will be consistent with this data.

In addition to requests for the translation of documents for the CT, PSDPT and CITT, additional translation of legal and administrative text from other areas of the ATSSC may also be required, on an “as and when requested” basis. However, in no event will the total value of translation exceed the limitation of expenditure of the Contract, as amended during the period of the Contract. If, during the period of the Contract, a specific area of ATSSC (other than CT, PSDPT and CITT) requires translation of documents on a regular basis, the ATSSC will provide the Contractor with the specific terminology and linguistic requirements or lexicons and the estimated volume of text to be translated on behalf of that area going forward. All articles of this Statement of Work shall apply to any additional translation of legal and administrative texts from other areas of the ATSSC.

## 11. Definitions

<b>Regular Translation</b>	A translation with a delivery period allowing completion of the work during normal working hours, based on the production rate of 2,500 words per day per document.
<b>Urgent Translation</b>	A translation with a delivery period allowing completion of the work during normal working hours based on the production exceeding the capacity of 2,500 words per document per day or a translation with a delivery period requiring completion of the work outside the normal working hours or requiring turnaround of less than 24 hours from acceptance of the document by the Contractor.
<b>Normal Working Hours</b>	Normal working hours are defined as Monday to Friday, from 8:00 am to 5:00 pm EST, with the exception of statutory holidays
<b>Statutory Holiday</b>	A statutory holiday means New Year's Day, Good Friday, Easter Monday, Victoria Day, Fête nationale (Québec), Canada Day, Civic Holiday (Ontario), Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.
<b>Delivery Due Date</b>	Date of delivery of a Regular or Urgent Translation as agreed and confirmed by email between the Contractor and Translation Coordinator.
<b>Delivery Period Count</b>	Delivery count starts on the day a translation request is made if the request is sent to the Contractor before 9 am. Otherwise, delivery count shall start the next business day.
<b>Late Delivery</b>	Delivery of a Regular or Urgent Translation that does not meet the Delivery Due Date as agreed between the Contractor and Translation Coordinator.
<b>Translation Coordinator</b>	Refers to the coordinator of CITTs, CTS, PSDPTS or other areas of the ATSSC, or delegated representative.

11.1

The following example illustrates the delivery definitions in **11. Definitions**.

Scenario	Translation Request	Request details	Delivery Period Count	Required Delivery Due Date	Applicable Translation Rate
1	Document A	Request A is sent to Contractor at 8:45 am on a Monday. Word Count = 10,000 Contractor accepts this request.	Monday = Day 1 of delivery period count	Thursday, by 5 pm (Day 4)  (Translation is deemed late delivery, if received by Translation Coordinator after this deadline)	Regular Translation production rate is 2,500 words per day per document.  $10,000/2,500 = 4$ days for delivery of Regular translation  Document A is a Regular Translation
2	Document B	Request B is sent to Contractor at 9:30 am on a Monday. Word Count = 10,000 Contractor accepts this request.	Tuesday = Day 1 of delivery period count	Friday by 5 pm (Day 4)  (Translation is deemed late delivery, if received by Translation Coordinator after this deadline)	Regular Translation production rate is 2,500 words per day per document.  $10,000/2,500 = 4$ days for delivery of Regular translation.  Document B is a Regular Translation
3	Document C	Request C is sent to Contractor at 10:00 am on a Monday. Word Count = 10,000 Contractor accepts this request.	Tuesday = Day 1 of delivery period count	Thursday, by 5 pm (Day 3)  (Translation is deemed late delivery, if received by Translation Coordinator after this deadline)	Translation of 10,000 words required within a delivery period of 3 days exceeds the production rate of a Regular Translation ( $10,000/2,500 = 4$ days)  Document C is an Urgent Translation
4	Document D	Request D is sent to Contractor at 1:00 pm on a Friday. Word Count = 10,000 Contractor accepts this request.	N/A	Monday by noon  (Translation is deemed late delivery, if received by Translation Coordinator after this deadline)	Work is performed outside normal working hours.  Document D is an Urgent Translation

**ANNEX "B"**  
**BASIS OF PAYMENT**

The Contractor will be paid firm all-inclusive rate per word, in Canadian dollars, Delivered Duty Paid (DDP) to destination, Canadian customs duties and excise taxes included, where applicable, Applicable Taxes extra, for the supply and delivery of translation services outlined in Annex A, Statement of Work, on an "as and when requested" basis.

Canada will not accept the travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

During the term of the Contract as set out below, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

**Table A: Effective from date of Contract Award to March 31, 2019 (TO BE COMPLETED AT CONTRACT AWARD WITH PROPOSED RATES IN UNIT PRICE TABLE OF ATTACHMENT 1 TO PART 3)**

<b>Rates</b>			
<b>Stream</b>	<b>Translation Service</b>	<b>Firm all-inclusive Rate/word** (Regular Rate)</b>	<b>Firm all-inclusive Rate/word** (URGENT Rate)</b>
<b>A</b>	<b>Legal documents – Canadian English to Canadian French</b>	\$	\$
<b>B</b>	<b>Legal documents – Canadian French to Canadian English</b>	\$	\$
<b>C</b>	<b>Administrative documents – Canadian English to Canadian French</b>	\$	\$
<b>D</b>	<b>Administrative documents – Canadian French to Canadian English</b>	\$	\$

**Table B: Option Year 1: Effective from April 1 2019 to March 31, 2020 (TO BE COMPLETED AT CONTRACT AWARD WITH PROPOSED RATES IN UNIT PRICE TABLE OF ATTACHMENT 1 TO PART 3)**

<b>Rates</b>			
<b>Stream</b>	<b>Translation Service</b>	<b>Firm all-inclusive Rate/word** (Regular Rate)</b>	<b>Firm all-inclusive Rate/word** (URGENT Rate)</b>
<b>A</b>	<b>Legal documents – Canadian English to Canadian French</b>	\$	\$
<b>B</b>	<b>Legal documents – Canadian French to Canadian English</b>	\$	\$

<b>C</b>	<b>Administrative documents – Canadian English to Canadian French</b>	\$	\$
<b>D</b>	<b>Administrative documents – Canadian French to Canadian English</b>	\$	\$

**Table C: Option Year 2: Effective from April 1 2020 to March 31, 2021 (TO BE COMPLETED AT CONTRACT AWARD WITH PROPOSED RATES IN UNIT PRICE TABLE OF ATTACHMENT 1 TO PART 3)**

<b>Rates</b>			
<b>Stream</b>	<b>Translation Service</b>	<b>Firm all-inclusive Rate/word** (Regular Rate)</b>	<b>Firm all-inclusive Rate/word** (URGENT Rate)</b>
<b>A</b>	<b>Legal documents – Canadian English to Canadian French</b>	\$	\$
<b>B</b>	<b>Legal documents – Canadian French to Canadian English</b>	\$	\$
<b>C</b>	<b>Administrative documents – Canadian English to Canadian French</b>	\$	\$
<b>D</b>	<b>Administrative documents – Canadian French to Canadian English</b>	\$	\$

**Table D: Option Year 3: Effective from April 1 2021 to March 31, 2022 (TO BE COMPLETED AT CONTRACT AWARD WITH PROPOSED RATES IN UNIT PRICE TABLE OF ATTACHMENT 1 TO PART 3)**

<b>Rates</b>			
<b>Stream</b>	<b>Translation Service</b>	<b>Firm all-inclusive Rate/word** (Regular Rate)</b>	<b>Firm all-inclusive Rate/word** (URGENT Rate)</b>
<b>A</b>	<b>Legal documents – Canadian English to Canadian French</b>	\$	\$
<b>B</b>	<b>Legal documents – Canadian French to Canadian English</b>	\$	\$
<b>C</b>	<b>Administrative documents – Canadian English to Canadian French</b>	\$	\$
<b>D</b>	<b>Administrative documents – Canadian French to Canadian English</b>	\$	\$

\*\* The firm all-inclusive rate per word includes all expenses associated with the provision of translations services, including but not limited to: translation, revision to translation, terminological research, handling of translation requests, informatics, etc. No other fees, costs or amounts will be paid.

**Addendum to Table A, B, C and D:** Payment Calculation for Late Delivery of translated texts (including Late Delivery of any revision to translated texts)

For each day of delay in delivery, up to 5 days delay in delivery, the following formula shall be applied to calculate the amount due:

$$[\mathbf{FAR/W \times WC}] - [\mathbf{FAR/W \times WC \times 0.02 \times NoDD}]$$

Where:

**FAR/W** = Firm all-inclusive Rate/Word of the applicable Stream in Table A, B, C, or D of Annex "A"

**WC** = Word Count as defined in 5.2 of Annex "A", Statement of Work

**NoDD** = Number of days of delay in delivery

**ANNEX "C"**  
**NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. \_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by the Administrative Tribunals Support Service of Canada and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date