

**RETURN BIDS TO:**

**Military Grievances External Review Committee (MGERC)**  
60 Queen Street, 10<sup>th</sup> Floor  
Ottawa, Ontario  
K1P 5Y7

**RETENDERING**

**Request for Proposal**

Proposal to: **Military Grievances External Review Committee**

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

**Instructions: See herein**

**Supplier legal name and address:**

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

<https://www.tpsgc-pwgsc.gc.ca/app-acq/sat-ths/classifications-eng.html>

<b>Title: Translation and Revision Services</b>	
<b>Solicitation no.: 211-17-0020/A</b> RETENDERING	<b>Date:</b> April 10, 2018
<b>File No.:</b> PW-18-00824001	
<b>Solicitation closes: 14:00 May 22, 2018</b>	<b>Time zone:</b> Eastern Daylight Time (EDT)
<b>Email Bid to:</b> procurement@mgerc-ceegm.gc.ca	
<b>Address inquiries to:</b> Kaylah St. Pierre 60 Queen Street Ottawa, Ontario K1P 5Y7	
<b>Telephone:</b> 613-853-7166	
<b>Email:</b> <a href="mailto:Kaylah.st-pierre@mgerc-ceegm.gc.ca">Kaylah.st-pierre@mgerc-ceegm.gc.ca</a>	
<b>Destination:</b> MGERC 60 Queen Street, 10 <sup>th</sup> Floor Ottawa, Ontario K1P 5Y7	

<b>Delivery required:</b> See Herein	<b>Delivery offered:</b>
<b>Supplier name and address:</b>	
<b>Telephone:</b>	
<b>Fax:</b>	
<b>Name and title of person authorized to sign on behalf of supplier (type or print):</b>	
<b>Signature</b>	<b>Date:</b>

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## **PART 1 - GENERAL INFORMATION**

1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 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. 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) (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **1.2 Statement of Work**

The Military Grievances External Review Committee (MGERC) has a requirement for translation and revision services of documents that are legal, military and administrative in nature for texts to be translated from English to French and from French to English on an "as and when requested" basis from date of award of contract to March 31, 2019 with the option to renew the contract for four (4) additional one (1) year period.

For the texts to be translated from English to French, the work must be done by one (1) dedicated resource who will work on-site at MGERC at 60 Queen Street in Ottawa, Ontario.

For the texts to be translated from French to English, the work can be performed at the Contractor's premises.

The purpose of the Request for Proposal (RFP) is to provide these services as required through (one) 1 contract.

The maximum funding available for any Contract including the option years resulting directly from this RFP is \$611,325 CAD for Professional fees and all other expenses, excluding customs duty, excise taxes, Goods and Services Tax (GST), and Harmonized Sales Tax (HST). This disclosure does not commit Canada to the payment of the maximum funding available.

### **1.3 Minimum Work Guarantee**

- 1) In this clause, "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and  
  
"Minimum Contract Value" means 10% of the Maximum Contract Value.
- 2) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

- 3) In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### 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.

#### 1.5 Trade Agreements

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

#### 1.6 Canadian Content

The requirement is limited to Canadian goods and/or services as defined in clause A3050T. *Standard Acquisition Clauses and Conditions Manual (SACC) clause A3050T 27 November 2014 Canadian Content Definition.*

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

- a) Replace references to “Canada” and “Public Works and Government Services Canada” (or “PWGSC”) with “Military Grievances External Review Committee” or “MGERC”.
- b) Replace Section 03 (2007-05-25) Standards instructions, clauses and conditions with the following:  
“The instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract”.
- c) Revise subsection 2d of Section 05 (2014-09-25), Submission of Bids, to read:  
“send its bid only to MGERC as specified on page 1 of the bid solicitation”.
- d) Revise subsection 4 of Section 05 (2014-09-25), Submission of Bids, to read:

Bids will remain open for acceptance for a period of not less than **120 days** from the closing date of the bid solicitation.

- e) Delete Section 08 (2012-03-02), Transmission by facsimile, in its entirety.
- f) Delete subsections 1a and 1b of Section 12 (2014-09-25), Rejection of Bid, and replace with:

Bidders are advised that MGERC reserves the right to consider, as part of its evaluation, any unsatisfactory performance in a previous or current project performed by the bidder, proposed subcontractor or individual proposed resource either on contract or under previous MGERC employment.

Additionally, bidders shall take note that once awarded, the performance of the contractor during and upon completion of the work shall be evaluated by MGERC. The evaluation may include all or some of the following criteria: quality of deliverables, timeliness of completion of the work, project management, contract management, and cost. Should the contractor's performance be considered unsatisfactory, the contractor may be declared ineligible for future MGERC's contracts.

- g) Delete subsection 2 of Section 20 (2017-04-27), Further Information, in its entirety.

## 2.2 Submission of Bids

Bids must be submitted only to MGERC by the date, time and place indicated on page 1 of the bid solicitation.

## 2.3 Former Public Servant

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

- 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 FPSs in receipt of a pension, as applicable:

- i. name of former public servant;
- ii. 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:

- 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 two (2) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

#### **2.5 Applicable Laws**

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

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

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

MGERC 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: the Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

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

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (two (2) hard copies)

Section II: Financial Bid (two (2) hard copies)

Section III: Certifications (two (2) hard copies)

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

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

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

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

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

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

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

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

Bidders must submit their financial bid in accordance with the Basis of Payment.

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

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

##### **3.1.1 Electronic Payment of Invoices – Bid**

The Bidder accepts to be paid by direct deposit.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

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

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

#	Mandatory Technical Criteria (MTC)	Instructions Bidder's Response	Bidder's Response
MTC1	<p><b>Bidder's Experience</b></p> <p>The Bidder must clearly demonstrate that it has:</p> <p>a. Five (5) years or more of experience in translation and revision services from English to French and French to English</p>	<p>To demonstrate its experience, the Bidder must provide the following information:</p> <p>a) The number of years of experience in translation and revision services</p> <p>b) The name of the client organization(s) to whom the translation and revision services were provided; and</p> <p>c) the name of a point of contact in the client's organization who can corroborate the information, along with its current telephone number and email address; and</p> <p>d) A description of the texts translated clearly indicating the following:</p> <p>i. the period during which the translation services were provided, specifying from (month/year) to (month/year);</p> <p>ii. the nature of the work and subject matter;</p> <p>iii. the source and target languages (English to French and French to English);</p> <p>iv. the total number of words translated; and</p>	

#	Mandatory Technical Criteria (MTC)	Instructions Bidder's Response	Bidder's Response
		v. the total number of words translated for each period.	
MTC2	<p><b>Resource's Experience</b></p> <p>The Bidder must clearly identify one proposed dedicated on-site resource for the work and state the employment relationship between the individual and the company (e.g. employee, sub-Contractor, bidder itself etc.).</p> <p>The Bidder must also demonstrate through the résumé content of the proposed dedicated on-site resource that the proposed resource has:</p> <ul style="list-style-type: none"> <li>a. Five (5) years or more of experience in translation services from English to French;</li> <li>b. Experience using MS Office 2010 Suite; and</li> <li>c. the capacity to translate a minimum of 1,500 words a day</li> </ul>	<p><b>The bidder must state the employment relationship between the individual and the company (e.g. employee, sub-Contractor, bidder itself etc.).</b></p> <p><b>The Bidder must provide the résumé of the proposed dedicated on-site resource demonstrating the experience of the proposed resource.</b></p> <p>To demonstrate its experience, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> <li>a) The name of the client organization(s) to whom the translation services were provided; and</li> <li>b) the name of a point of contact in the client's organization who can corroborate the information, along with its current telephone number and email address; and</li> <li>c) A description of the texts translated clearly indicating the following: <ul style="list-style-type: none"> <li>i. the period during which the translation services were provided, specifying from (month/year) to (month/year);</li> <li>ii. the nature of the work and subject matter;</li> <li>iii. the total number of words translated in English to French; and</li> <li>iv. the total number of words translated for each period.</li> </ul> </li> </ul>	
MTC3	<p><b>Diplomas of the Proposed Dedicated Resource and any translators working for the Contractor</b></p>	<p>The Bidder must certify that the translators have the appropriate education OR certification.</p>	

#	Mandatory Technical Criteria (MTC)	Instructions Bidder's Response	Bidder's Response
	The proposed resource and any translators working for the Contractor must have a university bachelor's degree in translation from a recognized Canadian university OR an official certificate from a recognized professional translators association such as the "Ordre des traducteurs, terminologues et interprètes agréés du Québec" or the Association of Translators and Interpreters of Ontario.	<b>An attestation of the official certificate or university degree must be provided upon request.</b>	
<b>MTC4</b>	<b>Project Coordinator</b>  The Bidder must provide the services of one (1) Project Coordinator for the translation from French to English done at the Contractor's premises. To meet this mandatory criteria: a) The Project Coordinator must have a minimum of two years of experience in the coordination of translation services	To demonstrate the experience, the Bidder must provide for the Project Coordinator the following information: a) the name of the client organization(s) to whom the services of the proposed Project Coordinator were provided; and b) the name of a point of contact in the client's organization who can corroborate the information along with its current telephone number and email address; and c) the period during which the services of the proposed Project Coordinator were provided, specifying from (month/year) to (month/year)	

#### 4.1.1.2 Point Rated Technical Criteria (PRTC)

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

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

Ref. No.	Point-rated Technical Criteria (PRTC)	Point Allocation	Total Points
<b>PRTC1</b>	<b>Experience in Legal Translation</b>  The proposed dedicated on-site	The Bidder should supply client references for the translation of legal documents	<b>Maximum of 35 points</b>

Ref. No.	Point-rated Technical Criteria (PRTC)	Point Allocation	Total Points
	<p>resource should have a minimum of three (3) years' experience translating legal documents from English to French such as but not limited to legal opinions, decisions and guidelines.</p>	<p>done by the proposed dedicated resource.</p> <p>The information pertaining to the references should include:</p> <ul style="list-style-type: none"> <li>- Names of clients;</li> <li>- Position titles;</li> <li>- Phone numbers;</li> <li>- Number of months and years of experience translating legal documents from English to French for that client;</li> <li>- Number of words translated per year for that client.</li> </ul> <p>The score will be established based on the number of months of experience.</p> <p>36 to 59 months = <b>15 points</b>  60 to 119 months = <b>25 points</b>  120 months + = <b>35 points</b></p> <p><b>A maximum of 35 points will be awarded for this criterion.</b></p>	
<b>PRTC2</b>	<p><b>Experience in Military Translation</b></p> <p>The proposed dedicated on-site resource should have a minimum of three (3) years' experience translating military documents from English to French containing military terminology such as but not limited to directives, policies and memorandum.</p>	<p>The Bidder should supply client references for the translation of military documents done by the proposed dedicated resource.</p> <p>The information pertaining to the references should include:</p> <ul style="list-style-type: none"> <li>- Names of clients;</li> <li>- Position titles;</li> <li>- Phone numbers;</li> <li>- Number of months and years of experience translating military documents from English to French for that client;</li> <li>- Number of words translated per year</li> </ul>	<b>Maximum of 65 points</b>

Ref. No.	Point-rated Technical Criteria (PRTC)	Point Allocation	Total Points
		<p>for that client.</p> <p>The score will be established based on the number of months of experience.</p> <p>36 to 59 months = <b>25 points</b>  60 to 119 months = <b>50 points</b>  120 months + = <b>65 points</b></p> <p><b>A maximum of 65 points will be awarded for this criterion.</b></p>	
<b>PRTC3</b>	<p><b>Proof of certification</b></p> <p>Proof of certification attesting that the bidder is certified under national standard CAN/CGSB-131.10-2008, Translation Services.</p>	<ul style="list-style-type: none"> <li>• No certification = <b>0 points</b></li> <li>• Canadian General Standards Board certification = <b>10 Points</b></li> </ul> <p><b>A maximum of 10 points will be awarded for this criterion.</b></p>	<b>Maximum of 10 points</b>
<b>PRTC4</b>	<p>The bidder should be able to offer the use of a portal to facilitate the exchange of documents between the bidder and MGERC. The portal should offer various functionalities, including:</p> <ul style="list-style-type: none"> <li>• Status of file information</li> <li>• Financial information</li> <li>• Special notes or directions</li> </ul> <p>The portal should be searchable allowing MGERC to easily locate files in progress, as well as completed files.</p> <p>The bidder should provide an electronic “demo” portal address with the bid submission.</p>	<p>The evaluation team will verify the Bidder's Portal.</p> <p>1. The portal can only be used to upload and download files = <b>10 points</b></p> <p>2. The portal has the capacity to:</p> <ul style="list-style-type: none"> <li>• Upload and download files;</li> <li>• Email notifications (for receipt of new orders and completion of translations);</li> <li>• Allow MGERC to check on the progress of each file; to list all files in translation queue;</li> <li>• Allow MGERC to input return dates for submitted translation requests;</li> <li>• Allow MGERC to see if a translated and revised</li> </ul>	<b>Maximum of 20 points</b>

Ref. No.	Point-rated Technical Criteria (PRTC)	Point Allocation	Total Points
		<p>document has been downloaded by MGERC</p> <p><b>= 15 points</b></p> <p>3. Portal that has the capacity to:</p> <ul style="list-style-type: none"> <li>• Upload and download files;</li> <li>• Provide email notifications (for receipt of new orders and completion of translations)</li> <li>• Check on progress of each file</li> <li>• Allow MGERC to input return dates for submitted translation requests</li> <li>• Allow MGERC to see if a translated and revised document has been downloaded</li> <li>• List all files in translation queue, allow MGERC to verify status, offers dashboard information for management (e.g., financial information such as listing invoices sent and total of amount spent to most recent invoice date )</li> </ul> <p><b>= 20 points</b></p> <p><b>A maximum of 20 points will be awarded for this criterion.</b></p>	
PRTC5	<p><b>Project Experience of Proposed Dedicated Resource</b></p> <p>The bidder must demonstrate the expertise of the proposed dedicated resource that must have at least three (3) years of experience translating texts from English to</p>	<p>To demonstrate this experience, the bidder must provide, in its submission an example of a text that was translated by the proposed resource from English to French in legal and military specialized language of at</p>	<p><b>Maximum of 20 points with a minimum score of 14 points</b></p>

Ref. No.	Point-rated Technical Criteria (PRTC)	Point Allocation	Total Points
	French in legal and military specialized language.	<p>least 2,000 words each.</p> <p>The text will be evaluated based on the following scale:</p> <ul style="list-style-type: none"> <li>- Appropriate vocabulary (i.e. quality of proposed equivalents) <b>(max: 5 points)</b></li> <li>- Fluidity of the translation <b>(max: 5 points)</b></li> <li>- Respect of editorial, orthographic, grammatical and typographical and language standards in the target language <b>(max: 5 points)</b></li> <li>- Cultural adjustment to target language and respect of original text <b>(max: 5 points)</b></li> </ul> <p><b>A maximum of 20 points will be awarded for this criterion with a minimum score of 14 points as passing marks.</b></p>	
Points will be awarded subjectively based on the following scale:			
5 points = Excellent No deficiency (minor or major)			
4 points = Very good Some minor deficiencies, no major deficiency			
3 points = Good Some minor deficiencies or at least one major deficiency			
1 points = Fair Many minor deficiencies, or at least one major deficiency			
0 points = No relevance Information missing			
<b>PRTC6</b>	<p><b>Project Experience of the Bidder</b></p> <p>The bidder must demonstrate its expertise of having at least three (3) years of experience translating texts from French to English in legal and military specialized language.</p>	<p>To demonstrate this experience, the bidder must provide, in its submission, an example of a text that was translated by the bidder from French to English in legal and military specialized language of at least 2,000 words each.</p> <p>The text will be evaluated based on the following scale:</p> <ul style="list-style-type: none"> <li>- Appropriate vocabulary (i.e. quality of proposed equivalents) <b>(max: 5 points)</b></li> </ul>	<p><b>Maximum of 20 points with a minimum score of 14 points</b></p>

Ref. No.	Point-rated Technical Criteria (PRTC)	Point Allocation	Total Points
		<ul style="list-style-type: none"> <li>- Fluidity of the translation (<b>max: 5 points</b>)</li> <li>- Respect of editorial, orthographic, grammatical and typographical and language standards in the target language (<b>max: 5 points</b>)</li> <li>- Cultural adjustment to target language and respect of original text (<b>max: 5 points</b>)</li> </ul> <p><b>A maximum of 20 points will be awarded for this criterion with a minimum score of 14 points as passing marks.</b></p>	
Points will be awarded subjectively based on the following scale:			
5 points = Excellent No deficiency (minor or major)			
4 points = Very good Some minor deficiencies, no major deficiency			
3 points = Good Some minor deficiencies or at least one major deficiency			
1 points = Fair Many minor deficiencies, or at least one major deficiency			
0 points = No relevance Information missing			
<b>PRTC7</b>	<p><b>Translation of Text (Annex E)</b></p> <p>The bidder must submit the translation of the 2726 word text found in Annex E.</p>	<p>This translation will be evaluated based on the following scale:</p> <ul style="list-style-type: none"> <li>- Appropriate vocabulary (i.e. quality of proposed equivalents) (<b>max: 15 points</b>)</li> <li>- Fluidity of the translation (<b>max: 10 points</b>)</li> <li>- Respect of editorial, orthographic, grammatical and typographical and language standards in the target language (<b>max: 10 points</b>)</li> <li>- Cultural adjustment to target language and respect of original text (<b>max: 15 points</b>)</li> </ul> <p><b>A maximum of 50 points with a minimum score of 35 points as passing marks.</b></p>	<p><b>Maximum of 50 points with a minimum score of 35 points</b></p>



Ref. No.	Point-rated Technical Criteria (PRTC)	Point Allocation	Total Points
Points will be prorated and awarded subjectively based on the following criteria:			
	Excellent knowledge and understanding Information provided clearly demonstrates an in-depth understanding of the stated discussion topic. No deficiency (minor or major). (10 points will be awarded).		
	Very Good knowledge and understanding Information provided demonstrates understanding of the stated discussion topic. Some minor deficiencies, no major deficiency. (8 points will be awarded).		
	Good knowledge and understanding Information provided demonstrates some understanding of the stated discussion topic. Some minor deficiencies or at least one major deficiency. (6 points will be awarded).		
	Limited knowledge and understanding Information provided demonstrates limited understanding of the stated discussion topic. Many minor deficiencies or at least one major deficiency. (4 points will be awarded).		
	No knowledge and understanding Information provided demonstrates no understanding of the stated discussion topic. Information missing. (0 points will be awarded).		
<b>TOTAL POINTS (obtain a required minimum of 154 points overall over the maximum of 220 points)</b>			<b>Maximum of 220 points</b>

#### 4.1.2 Financial Evaluation

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

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Table A below.

The volumetric data included in the Statement of Work detailed in Annex A are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee. The volumetric data does not represent a commitment by Canada that Canada's future usage of the services described in the Request for Proposal will be consistent with this data.

Costs in the proposal must be broken down per fiscal year as follows:

**Rates:** Bidders must indicate the proposed firm per-word rate for regular and urgent services requirement including English to French and French to English translation for on-site services and for work performed at the Contractor's premises. Proposed word rates must be all-inclusive.

**Legal and military specialized translation:**

Specialized legal and military translation services involves translating texts that contain a considerable amount of specialized terminology or that deal with abstract or complex concepts.

**Administrative texts:** texts include (but not limited to) correspondence and other documents related to corporate and administrative matters, including human resources, finance, security, information technology, information management, facilities or policy.

**Urgent translation:**

Urgent translation services (outside normal working hours – 8:30 a.m. to 4:30 p.m.).

#### 4.1.2.1. FINANCIAL PROPOSAL

In a separate **sealed** envelope, Bidders must provide a Total Quoted Price, inclusive of all expenses.

Bidders are required to use the Table A to provide their financial proposal. Costs in the proposal must be broken down per fiscal year as follows:

**TABLE A**

Rates in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties included.	(A) From Date of Award to March 31, 2019	(B) Option Year 1 April 1st, 2019 to March 31st. 2020	(C) Option Year 2 April 1st, 2020 to March 31st. 2021	(D) Option Year 3 April 1st, 2021 to March 31st. 2022	(E) Option Year 4 April 1st, 2022 to March 31st. 2023
<b>ON SITE Regular</b> translation and revision services	\$ ____ firm per- word rate	\$ ____ firm per- word rate	\$ ____ firm per- word rate	\$ ____ firm per- word rate	\$ ____ firm per- word rate
<b>At the Contractor's Premises Regular</b> translation and revision services,	\$ ____ firm per- word rate	\$ ____ firm per- word rate	\$ ____ firm per- word rate	\$ ____ firm per- word rate	\$ ____ firm per- word rate
<b>At the Contractor's Premises Urgent</b> translation and revision services	\$ ____ firm per- word rate	\$ ____ firm per- word rate	\$ ____ firm per- word rate	\$ ____ firm per- word rate	\$ ____ firm per- word rate
<b>Total Price firm per- word rate (regular + urgent)</b>	\$ ____ firm per- word rate	\$ ____ firm per- word rate	\$ ____ firm per- word rate	\$ ____ firm per- word rate	\$ ____ firm per- word rate
<b>TOTAL BID FIRM PER- WORD FOR EVALUATION PURPOSE ONLY</b>	(A) + (B) + (C) + (D) + (E) \$ ____ / firm per-word rate				

#### 4.2 Basis of Selection / Highest Combined Rating Technical Merit and Price

1. To be declared responsive, a bid must:
  - a. Comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria;
  - c. Obtain the minimum score for each criteria when so specified; and
  - d. Obtain the required minimum of 154 points overall for the technical evaluation criteria.  
The rating is performed on a scale of 220 points.

The bids who do meet the requirements specified above will be declared non-responsive.

2. The selection will be based on the highest responsive combined rating of the technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
3. To establish the Technical Resource 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 60 %.

4. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
5. For each responsive bid, the technical merit score and the price score will be added to determine the combined rating.
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.

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
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 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

## 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 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.

#### 5.1.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy, the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.1.2 Additional Certifications Precedent to Contract Award

### 5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive.

SACC Manual clause A3050T 27 November 2104 Canadian Content Definition

### 5.1.2.2 Status and Availability of Resources

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

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

### 5.1.2.3 Education and Experience

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

## 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

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

1. The Contractor must, at all times during the performance of the Contract hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **SECRET STATUS**, granted or approved by CISD/PWGSC.

3. The Contractor must not remove any PROTECTED/CLASSIFIED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of the:
  1. Security Requirements Check List and security guide (if applicable), attached at Annex D;
  2. *Industrial Security Manual* (Latest Edition).

## **6.2 Statement of Work**

This Contract is being issued for the provision of translation and revision services of documents that are legal, military and administrative in nature for texts to be translated from English to French and from French to English.

For the texts to be translated from English to French, the work must be done by one (1) dedicated resource who will work on-site at MGERC at 60 Queen Street in Ottawa, Ontario.

For the texts to be translated from French to English, the work will be performed at the Contractor's premises.

The work to be performed is detailed under Annex "A" Statement of Work.

## **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 (SACC) Manual issued by Public Works and Government Services Canada.

### **6.3.1 General Conditions**

2016-04-04, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The work is to be performed from the date of contract award until March 31, 2019.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional years under the same conditions. The work to be performed for optional period 1 is for the period covering April 1, 2019 to March 31, 2020, for optional period 2 from April 1, 2020 to March 31, 2021, for optional period 3 from April 1, 2021 to March 31, 2022 and for optional period 4 from April 1, 2022 to March 31, 2023. The Contractor agrees that, during the extended periods of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise these options at any time by sending a written notice to the Contractor at least ten (10) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Contact Name: Kaylah St. Pierre

Address:

Military Grievances External Review Committee  
60 Queen St, 10<sup>th</sup> Floor,  
Ottawa, ON  
K1P 5Y7

Telephone: 613-853-7166

E-mail address: [Kaylah.st-pierre@megrc-ceegm.gc.ca](mailto:Kaylah.st-pierre@megrc-ceegm.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**

Contact Name: Ann Boivin

Address:

Military Grievances External Review Committee  
60 Queen St, 10<sup>th</sup> Floor,  
Ottawa, ON  
K1P 5Y7

Telephone: 613-995-5599

E-mail address: [ann.boivin@mgerc-ceegm.gc.ca](mailto:ann.boivin@mgerc-ceegm.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.

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

Contact Name:

Telephone:

Facsimile:

E-mail address:

## **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 on a monthly basis in arrears, up to the maximum price of the contract, for any resulting deliverables in accordance with the firm, all-inclusive per-word rates in accordance with the basis of payment, in Annex "C". 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

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

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

### **6.7.3 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any applicable taxes. With respect to the amount set out on page one of the Contract, 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.
3. 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% committed, or
  - b. four 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.
4. 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.

### **6.8 Method of Payment (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.

### **6.9 Invoicing Instructions**

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.

The electronic copy of the invoice in PDF format must be forwarded to the following email address for certification and payment: [finance@mgerc-ceegm.gc.ca](mailto:finance@mgerc-ceegm.gc.ca).

### **6.10 No Responsibility to Pay for Work not performed due to Closure of Government 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.

### **6.11 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.

### **6.12 Applicable Laws**

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

### **6.13 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
- (c) Annex A, Statement of Work;
- (d) Annex B, Quality Standards
- (e) Annex C, Basis of Payment
- (f) Annex D, Security Requirements Check List; and
- (g) the Contractor's bid dated \_\_\_\_\_.

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

MGERC 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 reason, as set out in the Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts: the Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

### **6.15 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

#### **6.16 Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### **6.17 Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## ANNEX "A"

### STATEMENT OF WORK

#### A1. SUMMARY

The Military Grievances External Review Committee (MGERC) requires specialized legal, military and administrative translation and revision services from English to French and French to English.

**Translation and revision services from English to French** will be done by one (1) dedicated resource capable of producing high quality work within the deadlines provided on an "as and when requested" basis. The dedicated resource will work on-site at MGERC at 60 Queen Street in Ottawa, Ontario a minimum of four (4) days a week. This is an estimate given in good faith only and is not to be construed as firm. MGERC will provide an office with a computer to the translator.

**Translation and revision services from French to English** will be performed at the Contractor's premises.

#### A2. BACKGROUND

MGERC is an independent administrative tribunal reporting to Parliament through the Minister of National Defence. The Committee reviews military grievances referred to it pursuant to section 29 of the *National Defence Act* and provides findings and recommendations to the Chief of the Defence Staff and the Canadian Armed Forces member who submitted the grievance.

#### A3. DEFINITIONS

The following list contains terms commonly used in Annex A - Statement of Work and any resulting Contract:

**Business day:** refers to any day of the week when work is normally done as distinguished from weekends and statutory holidays.

**Contractor:** The supplier that will be delivering the required services. The supplier can be a corporation, a sole proprietorship or a partnership.

**Outside Regular Business Hours:** work to be performed outside the Regular Business Hours, namely from 5:00 p.m. to 8:00 a.m. (Ottawa time) from Monday to Friday, on weekends and on statutory holidays.

**Portal:** Website that serves as a gateway or a main entry point ('cyber door') on the internet to a specific field-of-interest or an industry. The Portal will provide an interface between the bidder and MGERC in order to submit translation and revision requests and to receive completed translations and revisions. See Table 1 below:

<b>Table 1 Portal Description</b>
Particulars
Portal can be used to upload documents to be translated
Finished translations can be uploaded to the portal and retrieved
Email notifications sent to submitter advising of receipt of translation request and translation completion
Portal provides a list of all active translations and translations completed
Portal displays the status of individual translation requests
Portal lists all translation requests in queue
Portal provides financial information such as a list of invoices sent to date, total amount spent to date and most recent invoice date

**Project Authority:** The Project Authority is the representative of MGERC 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 an amendment issued by the Contracting Authority.

**Project Coordinator:** The Project Coordinator administers translation requests received from the Project Authority for the translation from French to English to be translated on the Contractor's premises. This involves timely delivery of the work in the requested format, and all communications concerning the work. The coordinator must also manage the information relating to a single job and submit the information to the Project Authority. The project Coordinator shall have at least two years of experience managing translation projects.

**Quality Control:** an in-depth comparison of the translation with the source text, evaluation of the accuracy and linguistic quality and correction of the form and the substance of the translation in accordance with the quality standards as specified in Annex B – Quality Standards.

**Regular Business Hours:** work to be performed during normal business hours from 8:00 a.m. to 5:00 p.m. (Ottawa time), Monday to Friday, excluding weekends and statutory holidays.

**Revision services:** Revision services consist of revising and proofreading all translated text throughout to ensure that all typing errors, grammatical, terminology, semantics and syntax errors are corrected. The tone of the translated text should be equivalent to the tone used in the original version.

**Statutory Holiday:** New Year's Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving; Remembrance Day; Christmas Day; Boxing Day.

**Technical or mechanical problems:** such as power outage, computer breakdown etc.

**Urgent:** consists of high-priority translation work to be performed at the request of MGERC in its entirety or partly outside of Regular Business Hours, on weekends, and during statutory holidays.

#### A4. VOLUMETRIC DATA

The overall requirement is estimated at **360,000 words per year** of translation and revision services with approximately **90% of the texts translated from English into French** and **10% of the texts translated from French into English** annually. Normally, 75% is legal and military documents and 25% is administrative documents.

Given that the requirement for translation services is contingent upon the number of military grievances referred to MGERC during the year, it is impossible to precisely predict the actual demand for services or the volume of work, since the workload varies based on the needs of MGERC. The length of texts can also vary considerably. The volumetric data are estimates given in good faith and does not constitute the actual volume of documents to be translated.

VOLUMETRIC DATA					
NUMBER OF WORDS					
	From Date of Award (anticipated to be July 2, 2018) to March 31, 2019	Option Year 1 April 1st, 2019 to March 31st. 2020	Option Year 2 April 1st, 2020 to March 31st. 2021	Option Year 3 April 1st, 2021 to March 31st. 2022	Option Year 4 April 1st, 2022 to March 31st. 2023
Legal and Military Text	182,250	243,000	243,000	243,000	243,000

VOLUMETRIC DATA					
NUMBER OF WORDS					
English to French					
Legal and Military Text French to English	20,250	27,000	27,000	27,000	27,000
Administrative Text English to French	60,750	81,000	81,000	81,000	81,000
Administrative Text French to English	6,750	9,000	9,000	9,000	9,000
<b>Total Number of Words</b>	<b>270,000</b>	<b>360,000</b>	<b>360,000</b>	<b>360,000</b>	<b>360,000</b>

#### A5. NATURE OF TEXTS FOR TRANSLATION

The texts for translation and revision would consist primarily of legal, military and administrative texts. Legal and military texts include (but are not limited to) findings and recommendations, summaries, court decision summaries, final authorities decision summaries, agreements, reports, studies, legal opinions, guides, manuals, and arrangements.

Administrative texts include (but are not limited to) correspondence, reports and other documents related to corporate and administrative matters, including human resources, finance, procurement, security, information technology, information management, facilities and policy.

#### A6. PROJECT REQUIREMENTS

##### A6.1 Tasks

1. The Contractor will translate and revise legal, military and administrative texts from English into French and from French into English, including tables, graphics and illustrations. In particular, but without limiting the scope of the work, the Contractor is required to undertake the following tasks/activities:
  - a) Carry out the necessary terminological research.
  - b) Ensure that the terminology chosen is standardized and consistent in all of the translated documents.
  - c) Monitor the quality and accuracy of the translations before submitting the work to the Project Authority.
  - d) Ensure that the meaning of every translated document corresponds with that of the original text.
  - e) Ensure that the translations respect the style and level of language for the nature of the document.
  - f) Consult the reference documents and tools provided by MGERC as well as relevant reference materials from other sources when necessary.
2. The Contractor will process, manage and translate documents in compliance with the Security Standards noted in Part 6 of the resulting contract.
3. The Contractor will provide an overall revision of the complete document to ensure a consistent level of quality.

##### A6.2 Workload Management

1. The Contractor is required to translate texts with various deadlines. The Project Authority can at any time ask the Contractor to set aside the request they are currently working on to take on a new request. In such cases, the deadline of the first request will be extended, if necessary, and take into account the Contractor's resource required production capacity.

2. The Contractor may receive work (one or more documents) to deliver the same day (i.e., between 8:00 am and 5:00 pm, Eastern standard-time or Eastern daylight time).
3. The dedicated resource working on site must work 7.5 hours a day within MGERC core hours of work (8:00 am to 5:00 pm).

### **A6.3 Work Authorization**

The Contractor shall only accept requests for service from an authorized representative of MGERC.

### **A6.4 Transmission of Text**

1. Texts will be transmitted between MGERC and the Contractor through the Electronic File Transfer (EFT) Service (or any other method specified by MGERC). If the EFT or any other method specified by MGERC is temporarily unavailable due to a software malfunction and/or network outage, the Contractor shall receive and deliver texts by regular mail or courier from Ottawa.
2. In the event that the Contractor must receive and deliver texts by courier, the delivery addresses will be indicated on the request.

## **A7. ROLES AND RESPONSIBILITIES /CONTRACTOR**

### **A7.1 Required Services**

The required services include the provision of one (1) dedicated translator cleared at the “secret level” at the time of bid closing that will be working on-site at MGERC. It also includes the services of translators, revisers and one (1) Project Coordinator for the translation and revision services from French to English that will be performed at the Contractor’s premises.

### **A7.2 Contractor**

The required services include, but are not limited to the following:

- (a) manage the work submitted by the Project Authority. This involves timely delivery of the work in the requested format and all communications concerning the work;
- (b) receive and resolve complaints.
- (c) ensure that quality control of the translated texts is conducted before they are delivered to the Project Authority.
- (d) receive and action all inquiries related to invoices that are received from the Project Authority.

### **A7.3 Translators**

The translators must either hold a bachelor’s degree in translation or be a certified member of a Canadian provincial association of translators and interpreters or “Ordre des traducteurs, terminologues et interprètes agréés du Québec” (OTTIAQ).

The dedicated translator working on-site at MGERC must translate **a minimum of 1,500 words per business day**.

The translators must translate documents and make modifications in accordance with the quality standards specified in Annex B Quality standards.

### **A7.4 Project Coordinator**

The Project Coordinator must have a minimum of 2 years of experience in the coordination of translation services.

The required services include, but are not limited to the following:

- a) manage the translation requests submitted by the Project Authority for the work to be translated from French to English. This involves timely delivery of the work in the requested format and all communications concerning the work;
- b) manage the documentation supplied by the Project Authority;

- c) receive and resolve complaints;
- d) ensure that quality control of the translated texts is conducted before they are delivered to the Project Authority; and
- e) receive and action all inquiries related to invoices that are received from the Project Authority.

### **A.8 QUALITY CONTROL**

The Contractor must conduct quality control functions for all translations prior to delivery to the Project Authority in accordance with the quality standards as specified in Annex B Quality Standards.

#### **Project Authority Acceptance of the Work**

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

- a) No major errors and no more than 6 minor errors per 1,000 words, regardless of the stream. Major and minor errors are defined as follows:

##### Major Errors:

- a. Opposite meaning
- b. Gibberish
- c. Nonsense
- d. Omission
  - i. Of a sentence or part of a sentence
  - ii. Of a name, creating confusion
- e. Error in or omission of a date
- f. Mistranslation that has an impact on the meaning
- g. Name misspelled
- h. Poorly done research, leading to inadequate quotes, terminology, etc.
- i. Flagrant failure to respect reference documents

##### Minor error:

- a. Typos, gallicisms, anglicisms, inaccuracies, grammatical errors
  - b. Lack of concision and clarity
  - c. Use of a term other than the term indicated in the terminological database to designate a concept that is of limited importance or that is defined in the text
  - d. Failure to respect generally recognized typographical rules
  - e. Failure to respect the format or layout of the source document (including font)
- b) The work will be delivered in the software, format, style and layout of the source document provided by the authorized representative of MGERC, unless otherwise requested.

### **A.9 WORD COUNT**

When documents are submitted to the Contractor for translation, the word count will be included. The count will be done electronically from the source text using the same software and version used to create the source text. The authorized representative of MGERC will inform the Contractor of the word count on the translation request, and the Contractor will confirm the word count with the authorized representative of MGERC. Failure to do so will be considered an acceptance of MGERC word count. In case of disagreement, the authorized representative of MGERC 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 the authorized representative of MGERC.

**This word count will be used by the Contractor for invoicing purposes.**

### **A.10. LOCATION OF WORK / WORK HOURS/ EQUIPMENT AND SUPPLIES**

- a) The work of translating and revising documents from English to French will be performed by a dedicated resource at the MGERC site located at 60 Queen Street, 9<sup>th</sup> Floor, Ottawa, Ontario.

MGERC will provide an office with a computer, applicable software (Microsoft Office Suite 2010 (under Windows 7)) and with access to MGERC network, the Internet and WEBCIMS. A day of work consists of 7.5 hours within MGERC core hours of work (8:00 am to 5:00 pm).

- b) The work of translating and revising documents from French to English will be performed at the Contractor's premises.
- c) As MGERC documents are produced using the Microsoft Office Suite 2010 (under Windows 7), the Contractor must ensure that the translations are compatible with this environment. The Contractor will use virus detection and elimination software and agrees to take the necessary measures to deliver by electronic means translations that are virus free.
- d) The Contractor must have the required equipment for receiving and transmitting documents whether by electronic mail, by means of certain electronic devices ( CD, memory stick or others) or by using a courier service (except for classified documents), at no additional cost to Canada.
- e) The Contractor is responsible for acquiring all new and upgraded versions of software required to perform the work, at no additional cost to Canada.

#### **A11. RECEIPT AND DELIVERY OF TEXT FOR WORK PERFORMED AT THE CONTRACTOR'S PREMISES**

1. Receipt and delivery of texts must take place during Regular Business Hours, unless otherwise requested by the Project Authority. The Contractor will need to confirm acceptance of the work within two hours of receipt from the Project Authority. The Contractor must provide the name and coordinates (email and telephone number) of a contact person(s) who can accept translation work on behalf of the Contractor.

2. When delivering a text, the Contractor is expected to respect MGERC proposed deadlines. Any change will have to be approved by the Project Authority in advance. The Contractor must provide a confirmation email to the Project Authority with the following information: request number, filename, whether there are any translator's notes, the name of the translator, the final word count, as well as any other information indicated by MGERC.

#### **A12. LANGUAGE OF WORK**

The Contractor can use either of Canada's official languages when communicating with the authorized representative of MGERC. The translation and revision services will be provided solely from English into French and from French into English.

## **ANNEX "B"**

### **QUALITY STANDARDS**

#### **B1. Definitions**

In these quality standards, the following terms have the following meanings:

##### **B1.1 Translation**

Language activity that consists in transferring the content of a document into another language, for example, from English to French or from French to English, without losing the message in the source text. Source text may be general, institutional or specialized in nature and relate to the programs and operations of Government of Canada departments and agencies. A quality translation reflects the tone, style and terminology used by the author.

##### **B1.2 Official Government of Canada Titles**

Official title of an organization, program or administrative body of the Government of Canada, often accompanied by an initialism or acronym. The English and French equivalents of official federal government titles (including any abbreviations, initialisms or acronyms) can be found in *TERMIUM Plus®*, the Government of Canada's terminology and linguistic data bank. Official parliamentary titles can be found on the Parliament of Canada website.

##### **B1.3 Government of Canada Terminology**

Terminology relating to an activity, initiative, program or concept associated with a Government of Canada department or agency. The English and French terminology applicable to federal programs can be found in *TERMIUM Plus®* or in the glossaries, packages or reference works supplied under this Contract.

##### **B1.4 Guidelines With Respect to Preferential Use**

All instructions provided to the Contractor under the Contract or in any document provided under the Contract. This may include a list of reference works on language, grammar and style. To ensure consistency across translations, these guidelines specify the order in which these references are to be consulted.

### **B2. QUALITY STANDARDS FOR OFFICIAL LANGUAGES TRANSLATION**

The quality standards below apply to all translation work and serve as the basis for evaluating Contractors' work.

The quality standards cover two areas:

- a) Timeliness;
- b) Translation quality.

The Contractor must:

- a) meet deadlines;
- b) ensure that the translation accurately reflects the meaning of the source text;
- c) ensure that the translation is consistent with spelling, grammar and syntax rules, with usage and with writing conventions:

The Contractor must be guided by the following references:

- i. the reference package supplied by the client, which contains the client's official titles, terminology and usage preferences;
- ii. the latest edition of the *Guide du rédacteur* for translation from English to French and the latest edition



of *The Canadian Style* for translation from French to English, available on the Translation Bureau's website;

iii. *TERMIUM Plus*®;

iv. The terminology bulletins (Translation Bureau) found on the Bureau's website, where applicable;

*Note: If the guidelines in the above reference works should happen to disagree, the reference works higher in the list take precedence over all those further down the list.*

d) ensure that the translation is clear, concise, consistent and tailored to the audience, and that constructions are idiomatic and natural;

e) ensure that the translator uses the client's official titles and terminology and respects the client's usage preferences:

i. the Contractor must do the research necessary to familiarize itself with client-specific terminology and concepts;

ii. the Contractor must use current, official titles as well as correct technical terminology and the terminology applicable to government programs;

iii. the Contractor must use any reference package or other documentation made available to it containing terminology requirements, reference documents and related lexicons and glossaries;

f) ensure that the names and addresses of websites and Web pages and hyperlinks are correct in the target language, unless the client has instructed the Contractor not to change them;

g) exercise discretion in using reference documents:

i. the Contractor may consult previous translations, government websites and other reference material, but must exercise discretion, as these are not always reliable sources;

(h) deliver translations that are ready for use:

translations should not include any notes, questions, highlighted passages or options for the client to choose from; if a translation needs to be delivered before all the issues have been resolved, the translator's notes are to be submitted in a separate file;

(i) produce the translations using the agreed-upon software in the agreed-upon format:

the Contractor must follow the specific instructions given by the client with respect to software and format; absent any direction from the client, the translation is to be produced using the same software (and the same version of that software) and the same format as were used for the source text;

(j) adhere to the following guidelines regarding initialisms and acronyms:

if the source text contains an initialism or acronym, the Contractor shall observe the following rule in the target language, even if the source text does not: the first instance of the expression is to be written out in full, followed by the initialism or acronym in parentheses; thereafter, the initialism or acronym may be used alone, where necessary.

**ANNEX "C"****C1. BASIS OF PAYMENT (to be completed at time of contract award)**

The price of the bid are Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties included. The prices are all inclusive.

The volumetric data included in the Statement of Work detailed in Annex A are not to be considered as a contract guarantee. The volumetric data does not represent a commitment by Canada that Canada's future usage of the services described in the Statement of Work will be consistent with this data.

<b>Rates in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties included.</b>	<b>From Date of Award to March 31, 2019</b>	<b>Option Year 1 April 1st, 2019 to March 31st. 2020</b>	<b>Option Year 2 April 1st, 2020 to March 31st. 2021</b>	<b>Option Year 3 April 1st, 2021 to March 31st. 2022</b>	<b>Option Year 4 April 1st, 2022 to March 31st. 2023</b>
<b>On-site</b> translation and revision services	\$ ____ firm per-word rate	\$ ____ firm per-word rate	\$ ____ firm per-word rate	\$ ____ firm per-word rate	\$ ____ firm per-word rate
<b>Contractor's Premises Regular</b> translation and revision services, business day	\$ ____ firm per-word rate	\$ ____ firm per-word rate	\$ ____ firm per-word rate	\$ ____ firm per-word rate	\$ ____ firm per-word rate
<b>Contractor's Premises Urgent</b> translation and revision services	\$ ____ firm per-word rate	\$ ____ firm per-word rate	\$ ____ firm per-word rate	\$ ____ firm per-word rate	\$ ____ firm per-word rate

**ANNEX "D"**

**SEE ATTACHED UNDER SEPARATE COVER SECURITY REQUIREMENTS CHECK LIST**

**ANNEX "E"**

**TEXT TO BE TRANSLATED**

**Committee File No. / No. de dossier du Comité : 1**

The FA, the Chief of the Defence Staff, agreed with the Committee's findings and recommendations that the grievance be denied. The FA found that the end date of the grievor's parental leave could not be extended beyond the 52 weeks following the birth of the child as per QR&O 16.27 in the absence of an "imperative military requirement". The FA also noted, like the Committee, that the policy limits the extension of Class C Reserve Service to a "maximum of twenty-four months" (CBI 210.72) and found that he could therefore not extend her Class C Reserve Service period. The FA noted that "There appears to be some confusion on the part of the various stakeholders, including the Assistant CMP, the CO JPSU, and the Reserve Force Compensation Adjudicator, as to whether such extensions are permitted under the current policies and regulations". The FA stated that "CI "C" Svc and RFC are distinctly different from one another. Being on CI "C", or even CI "A" or CI "B", implies that service has been rendered, while RFC allows for the continuation of a benefit in line with the salary you would have been receiving at the time you sustained your service-related injury". As recommended by the Committee, he directed that the grievor's extensions of Class C Reserve Service be reviewed and amended to RFC where applicable.

**Committee File No. / No. de dossier du Comité : 2**

The grievor, a CI B Reservist, accepted a three year period of employment that included a made relocation. He was unable to sell his home at origin within the one year window available to him to claim relocation benefits. Further, BGRS incorrectly issued him a \$15,000 HEA advance which was subsequently recovered from the grievor.

The grievor argued that his home in Windsor merited 100% HEA reimbursement and he noted that BGRS had incorrectly advised him to his detriment.

The Committee found that the grievor was aggrieved and that his circumstances were exceptional and merited TBS' discretionary approval of the \$15,000 HEA payment. The Committee also found that the grievor had submitted a claim for 100% HEA reimbursement and that the CAF failed to administer the submission properly. Finally, the Committee found that BGRS acted in error and without proper authority when they issued the \$15,000 HEA advance, and that they badly misled the grievor.

The Committee recommended that the FA explore every possible avenue to mitigate the harm done to the grievor, including asking TB to approve the \$15,000 HEA reimbursement, seeking compensation from BGRS for their errors, and submitting the grievor's claim as a claim against the crown or for an *ex-gracia* payment.

**Committee File No. / No. de dossier du Comité : 3**

The FA, the Chief of the Defence Staff, disagreed with the Committee's recommendation that the grievance be upheld and found that the CAF's should not pay for IVF treatment for the grievor's spouse. The FA relied on a Federal Court's decision and found that "fertility drugs/treatment for a non-disabled party is separate and distinct from those of their disabled partners and must be considered as such". The FA explained that "the SoC, following the majority of provinces, provides IVF only in the case of a female service member who has bilateral Fallopian tube blockage" and noted that the grievor's spouse was "neither a service member nor is it apparent she has this condition". The FA agreed that IVF was required in the grievor's situation, but found that the CAF are not responsible to pay for the IVF portion of the conception. He explained that the CAF would cover for the ICSI. Disagreeing with the Committee, the FA expressed his "opinion that not only does the CAF have better fertility benefits for its member' s than the majority of other Canadian provinces, the CAF receives a limited amount of financial resources to ensure that all CAF members are medically fit". The FA replied to the Committee's argument with regards to the RCMP's benefits by noting that "effective 29 June 2012 the RCMP became uninsured persons" under the Canada Health Act and noted that their access to IVF treatments is now regulated by provincial health care policy.

**Committee File No. / No. de dossier du Comité : 4**

The grievor accepted a Continuing Engagement (CE) prolonging his Terms of Service (ToS) beyond his Intermediate Engagement of 20 Years (IE20) in order to serve out obligatory service he incurred following a voluntary occupation transfer to the fire fighter occupation, which is subject to a restricted retirement date/restricted retirement period (RRD/RRP). The Director Military Careers Administration (DMCA) brought a premature end to the IE by replacing it with the CE. This rendered the grievor ineligible to an immediate unreduced annuity upon completion of his service under the *Canadian Forces Superannuation Act* (CFSA). The grievor maintained that he had been advised the CE would have no impact on his eligibility and requested the reversal of the CE and reinstatement of the IE20.

The Director General Military Careers, as the Initial Authority (IA) rejected the grievance, determining that the grievor knowingly and without duress accepted all the conditions of his occupational transfer, including the terms of the CE offer. He concluded that the CE became effective on the date it was signed, and that it had the irrevocable effect of ending the grievor's IE20. Finally, the IA determined that DMCA's decision to not revoke the CE was correct.

The Committee determined that the grievor would have been eligible for an immediate unreduced annuity after completion of 20 years of continuous service, had the CE not replaced the IE20, as per the protection clause found at paragraph 16.1(a) of the *Canadian Forces Superannuation Regulations*. Since his IE20 was prematurely replaced by the CE, the grievor's eligibility for an immediate unreduced annuity is either deferred to the age of 60 or on completion of 25 years of service (9,131 days of paid service).

The Committee also found DMCA's practice contrary the relevant sections of the Chief Military Personnel Instruction 05/05 (CMP Instr 05/05), governing Regular Force ToS, also determined that of Instr 05/05 clearly specify that in these circumstances the CE must follow but not replace the IE20, regardless of the date on which the military member signs the ToS form. Furthermore CANFORGEN 031/09

states that a CE is “projected,” in other words, that it may be accepted at any moment, but that it does not begin until completion of the IE20. The Committee therefore found that the way in which the CE was administered contravened the prescribed policy.

The Committee also noted that the promulgation of CANFORGEN 231/15 on 21 December 2015 reduced the period of RRP for the fire fighter occupation by two years. Such that, in the grievor’s circumstances, bringing its end date back within the timeframe of his original IE20, rendering any extension to the grievor’s TOS needless. On the basis of this fact alone,

The Committee recommended that the CDS nullify the CE and re-instated the original IE20, thus making the grievor eligible for an immediate unreduced annuity at the end of his service under the protection clause of the CFSA.



**Committee File No. / No. de dossier du Comité : 5**

The CDS agreed with the Committee's findings and recommendation that the grievance be denied. The CDS recognized that the grievor was aggrieved, and that he had no authority to provide remedy. Nonetheless, the CDS asked the grievor to submit his case for a depressed market assessment to the DCBA, and therefore, supported an extension to the 2-year time limit for payable expenses incurred during the grievor's move, as detailed in article 2.9.01 of the CFIRP, although he could not guarantee a positive result for the grievor with TBS. After a significant amount of time, including a second review that that was conducted by TB as a result of a case at the Federal Court, TBS declined to label the Edmonton area as a depressed market: the CDS continues to believe that this decision was unfair to the CAF members who, through no fault of their own, were placed in a detrimental financial position. The CDS intended to explore the options available to him to pursue this matter further.

**Committee File No. / No. de dossier du Comité : 6**

In January 2014, the grievor was denied Imposed Restriction (IR) status based on the interpretation of sub-paragraph 7(d) of Canadian Forces General Message (CANFORGEN) 184/12 – “Changes to Imposed Restriction Policy”. It was his first posting following Component Transfer (CT) back into the Regular Force (Reg F). The grievor contended that CANFORGEN 184/12 did not clearly exclude skilled members with prior service who accepted a CT into the Reg F from being eligible for IR status.

In previous grievances on the same issue, the Final Authority (FA) found that sub-paragraph 7(d) of CANFORGEN 184/12 was ambiguously worded as it was not apparent that it was intended to apply to Canadian Armed Forces (CAF) members upon skilled CT. In particular, the Committee noted that in Committee file 2016-127, the FA found that CANFORGEN 034/15 – “Clarification Paragraph 7D CANFORGEN 184/12”, was not in force at the time of the grievor’s first posting following CT, and directed the Chief Military Personnel to grant the member IR status.

The Committee noted that the present case is similar to file 2016-127, as the grievor’s request for IR status pre-dated CANFORGEN 034/15. Therefore, the Committee found that the grievor’s IR status should be approved on the same basis.

The Committee further observed that while the intent of subparagraph 7(d) of CANFORGEN 184/12 has been clarified since 23 February 2015, and now clearly excludes CAF members who CT or re-enroll from being eligible for IR status, it is difficult to see how this policy is congruent with the CAF’s need to efficiently place trained and experienced members directly into vacant Reg F positions.

The Committee recommended that the grievor’s IR status be approved for the requested period of his 2014 posting and that his file be reviewed for reimbursement of Separation Expense in accordance with *Compensation and Benefits Instructions* 208.997 –

“Separation Expense”.

Systemique

**Topic**

**Denial of Imposed Restriction Status – CANFORGEN 184/12  
subparagraph 7(d)**

**Description**

The denial of IR status based on subparagraph 7(d) of CANFORGEN 184/12 for members who were already occupationally qualified when they re-enrolled or component transferred into the Reg F has been the subject of several grievances received by the Committee. Although this issue first arose in 2012, recent FA grievance decisions have changed the way that subparagraph 7(d) of CANFORGEN 184/12 is being viewed and applied.

The FA, through his grievance decisions, has recognized the ambiguity of subparagraph 7(d) that existed prior to the clarification issued in CANFORGEN 034/15. Based on that observed ambiguity, in Committee file 2016-127, the FA approved an IR request for a grievor who was previously denied IR.

Although few in number, it is possible that there may be other CAF members who were also denied IR status between 2012 and 2015 on the basis of subparagraph 7(d), and who nonetheless proceeded to their first posting unaccompanied at their own expense. In light of the position that the FA has adopted on this matter, it is only right that all such files should receive the same consideration and treatment as that afforded to the grievor in file 2016-127.

**Recommendation**

Given the difficulty involved in trying to identify affected members after the fact, the Committee recommended that the CAF issue a CANFORGEN message inviting members who were denied IR

between 15 October 2012 and 23 February 2015 on the basis of subparagraph 7(d) of CANFORGEN 184/12 to report to the unit Administration authorities to have their cases re-examined to determine if they may qualify.

**Committee File No. / No. de dossier du Comité : 7**

The grievor, a member of the Cadet Organizations and Administration Training Service (COATS), disputed the fact that he was not hired for any of eight key positions within a Regional Cadet Support Unit (RCSU).

The RCSU Commanding Officer (CO) used an internal competency based appointment (CBA) process to fill eight key positions from 12 interested candidates. During the CBA process, a merit list was established. The top eight candidates were then assigned to positions based on an assessment of their competencies. The grievor was not ranked within the top eight on the merit list and so was not assessed for a position.

The grievor argued that the CO failed to follow the Human Resources Directive (HR Directive) promulgated by the Commander (Comd) of the National Cadet and Junior Canadian Ranger Support Group (Comd Natl CJCR Sp Gp) by inappropriately using merit scores to exclude some candidates before proceeding with the CBA process.

The Initial Authority (IA), the Comd Natl CJCR Sp Gp, denied redress, finding that the top eight candidates on the merit list were selected based on having met the desired criteria for the positions. As there were no positions left for the remaining four individuals on the merit list, the IA concluded that there was no need for competency assessments for those candidates.

The Committee contacted the Director Military Careers Policy and Grievances (DMCPG) 2-4 as a subject matter expert (SME) for the CF Military Personnel Instruction 20/04 (CF Mil Pers Instr 20/04), for insight regarding the use of the CBA process and "bona fide career management decisions". She stated that a bona fide career management decision (upon which the CBA process is premised) can be used instead of a competitive process when there are valid reasons for it. In a previous file the Committee had also been advised by DMCPG-2 that the bona-fide career management

decision is used by management in lieu of competing the position when no other suitable candidate is available.

The Committee found, based on the provisions of the CF Mil Pers Instr 20/04 and the SME comments, that that the CBA process discussed in the HR Directive should be a non-competitive process available to management in the appropriate circumstances. As such, the Committee found that using a merit board to exclude four candidates from participating in the CBA process was neither fair nor a proper execution of the CBA concept as described in the HR Directive. Consequently the Committee found that the results of the CBA process could not stand.

The Committee took the position that the bona fide career management decision in the CF Mil Pers Instr 20/04 is to be used in exceptional circumstances – when someone has the skills and qualifications needed for a position. The appointment should be compliant with a specific individual career plan, and there should be no other suitable candidate. However, in this case, the CBA process was used to consider, and compete, 12 applicants for eight key positions within the RCSU. As a result, the Committee found that the construct of the CBA process in the HR Directive contravened the hiring provisions of the CF Mil Pers Instr 20/04. The Committee concluded that the eight positions in dispute should be properly competed using the competitive process.

The Committee also reiterated its recent systemic recommendation that until such time as the CF Mil Pers Instr 20/04 is amended, it should remain the authority for hiring practices. The Committee recommended that the Final Authority direct that the eight key positions at the RCSU be re-staffed in accordance with the provisions of CF Mil Pers Instr 20/04.

**Committee File No. / No. de dossier du Comité : 8**

The FA did not agree with the Committee's findings and recommendation the grievor be given the opportunity to re-attempt the Reserve Basic Public Affairs Officers Course Residency 3. The FA agreed with the Committee that giving the grievor a chance to rewrite the failed PCs would not have cause a significant burden to the CAF, but when considering the substantial difficulties that the grievor had encountered over a wide range of the training objectives, he was satisfied that the grievor demonstrated significant substandard performance: he found that the decision to remove him from course and find him unsuitable for the PAO occupation was reasonable and justified, given the circumstances. The FA noted that the grievor had personal issues which he claimed affected his performance, and although the PRB had the discretion to intervene once those issues were disclosed, he was also troubled by the fact that the grievor waited until the PRB to make such claim. The FA agreed with the Committee's comment that the absence of records created in support of the PRB process makes it difficult for any CAF member to challenge the sequence of events of a PRB or for any review to be completed. He reminded the Head of DPALC that a complete file should be maintained on those members subject to a PRB in accordance with the detailed PRB instructions contained in DPALC Directive 7-001.