

Solicitation No. - N° de l'invitation
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CCC No./N° CCC - FMS No./N° VME

REQUEST FOR SUPPLY ARRANGEMENT (RFSA)

TRANSLATION BUREAU'S DIRECTORY OF LINGUISTIC SERVICES SUPPLIERS

IMPORTANT REMINDERS TO CONSIDER BEFORE RESPONDING TO A REQUEST FOR SUPPLY ARRANGEMENT (RFSA)

- Suppliers are responsible for downloading all RFSA amendments since they may contain questions and answers and also amend the RFSA requirements.
- Suppliers who already have an SA and who want to qualify other resources or qualify for other areas or other tiers must submit a complete arrangement, including the certifications form.
- For Tier 1, only resources who are appointed in a supply arrangement (SA) can be proposed in a bid solicitation for a need resulting from an SA. Suppliers are therefore asked to propose in their arrangement any resource who meets the RFSA requirements and who is likely to carry out work under a contract.
- **Suppliers must show the number of words translated within the five-year period defined in the RFSA, that is, from March 1st. 2013 to March 31, 2018. For the specialized fields, suppliers must show the number of words translated within the seven-year period defined in the RFSA, that is, from March 1st. 2011 to March 31, 2018. Any experience shown outside that period will not be considered.**
- **For Tier 2 and Tier 3, suppliers must demonstrate the qualifications of their resources as detailed in attachments 2 and 3 of Part 4.**
- To demonstrate their experience, suppliers must indicate the number of words translated and not the number of words indicated on the contract.
- Suppliers who want to highlight their resource(s)'s experience as former employee(s) of the Translation Bureau must indicate that experience separately in the answer form so that the evaluation team can clearly identify it.
- Canada will proceed to a reference check. Consequently, the supplier will have to provide the reference confirmation form of the RFSA – **Attachment 5 of Part 3**, duly filled and signed by the reference source to confirm the information submitted in the response form of the RFSA – Attachment 1 to 3 of Part 3.
- **Suppliers must complete all relevant fields on the MS WORD forms.**
- Suppliers are responsible for asking all questions to ensure that they understand the requirements of the RFSA. Suppliers must also read the questions and answers published as RFSA amendments.
- Suppliers who wish to submit an arrangement as a joint venture must create a Procurement Business Number (PBN) specifically for the joint venture. It is not possible to use the PBN of one of the members of the joint venture. To do so, suppliers must contact the Office of Small and Medium Enterprises by clicking on the following link: <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>

- Suppliers cannot use another supplier's experience in order to meet the requirements of the RFSA, except in the case of a joint venture, where it is possible to highlight the experience of the members of the joint venture.
- As the RFSA indicates, suppliers must send their arrangement to the Bid Receiving Unit whose address and fax number can be found on the first page of the RFSA. Any arrangement that is submitted late will be rejected, regardless of the reason.
- Suppliers who already have a Supply Arrangement for Tier 2 or Tier 3 must submit the information requested in Attachments 2 or 3 of Part 4 for Mandatory Qualification of Resources in order to maintain their qualification. Suppliers must use Attachment 6 of Part 3 to submit the requested information.
- Suppliers who already have a Supply Arrangement for Tier 3 must submit the information requested in Attachment 3 of Part 4 in regards to the certification under national standard **CAN/CGSB-131.10-2008, Translation Services** in order to maintain their qualification.

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PART 1 – GENERAL INFORMATION

1. Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement in order to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement, the security requirement and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses;

 6A includes the Supply Arrangement (SA) with the applicable clauses and conditions;

 6B includes the instructions for the bid solicitation process under the SA;

 6C includes general information on the conditions which will apply to any contract entered into pursuant to the SA.

The annexes include the Statement of Work, the Quality Standards, and the Periodic Usage Report.

2. Summary

The Translation Bureau (the Bureau) is a special operating agency (SOA) reporting to the Department of Public Works and Government Services Canada. The Bureau is responsible for supporting the Government of Canada in its efforts to provide services to and inform Canadians in the official language of their choice.

The Bureau fulfills its mission by providing translation services and products to Parliament, the judiciary, federal departments and agencies, and international organizations. The Bureau continues its efforts to ensure the quality of language services and to support the economic vitality of the language sector in Canada.

The Bureau would like to set up supply arrangements with pre-qualified suppliers in order to simplify the contracting process, improve the predictability of the procurement of translation

services and make its contracting procedures more transparent so that the Bureau and its suppliers can get the most out of this tool.

Suppliers should refer to Attachment 2 to Part 1 – Concordance Table, which provides matches between specialties and fields of work.

The Translation Bureau is launching a Request for Supply Arrangements (RFSA) process so that supply arrangements (SAs) with qualified suppliers can be issued for the purpose of meeting its requirements in two service categories: Official Languages Translation, and Transcription and Desktop Publishing.

The list of pre-qualified suppliers resulting from the RFSA will be used as a source list for the requirements listed in the preceding paragraph. Only suppliers that are pre-qualified at the time the individual bid solicitations are issued will be able to bid.

Suppliers should refer to Attachment 1 to Part 1 – Total Number of Words Translated, which provides a summary of the word volume in the Official Languages Translation category over the last three fiscal years.

The Identified Users (IUs) for this requirement will be Public Works and Government Services Canada's (PWGSC's) Translation Bureau and Linguistic Services Division (part of the Acquisitions Branch).

The supply arrangements will have no defined end-date and will remain valid until Canada deems it no longer beneficial to use them.

For service requirements, suppliers in receipt of a pension or a lump sum payment must provide the required information as detailed in section 4 of Part 2 of the Request for Supply Arrangements (RFSA).

A bid solicitation for any requirement covered by a supply arrangement may be subject to a preference for Canadian goods and/or services or may be limited to Canadian goods and/or services.

The contract resulting from a Supply Arrangement is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

This RFSA allows for the use of the Canada Post epost Connect service for arrangement submission. Suppliers must refer to Part 2 of the RFSA entitled Instructions to Suppliers for further information on using this method.

3. Security Requirement

There is no security requirement associated with this requirement.

However, resulting contracts under the Supply Arrangement may have security requirements.

Therefore, it is important that suppliers quickly contact PWGSC's Canadian and International Industrial Security Directorate (CIISD) to obtain the required security clearance.

For information purposes, suppliers who hold a valid security clearance are asked to provide with their arrangement the information as per Section III – Additional Information of Part 3.

For additional information on security requirements, suppliers should refer to Part 6 – Supply Arrangement and Resulting Contract Clauses.

4. Canadian Content

The goods and/or services covered by the Supply Arrangement may be limited to Canadian goods and/or services as defined in clause A3050T.

SACC Manual Clause [A3050T](#) (2014-11-27) Canadian Content Definition

As part of a bid solicitation for any requirement covered by a supply arrangement, the evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated.

5. Debriefings

Suppliers may request a debriefing on the results of the Request for Supply Arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the Request for Supply Arrangements process. The debriefing may be in writing, by telephone or in person.

ATTACHMENT 1 TO PART 1

TOTAL NUMBER OF WORDS TRANSLATED

The following data is provided for information purposes. While the data contain the best information currently available, Canada does not warrant that the data are complete or free from error. The following data refers only to the Translation Bureau and does not reflect the Government of Canada's overall demand for official languages translation.

The following tables provide details on the total number of words assigned to the suppliers registered in the Bureau's directory over the last three fiscal years.

Total number of words translated externally, from English to French, by fiscal year

ADMINISTRATIVE FIELD	2014–2015	2015–2016	2016–2017
General and Administrative texts	28 541 659	42 311 328	43 836 738
INSTITUTIONAL FIELDS			
Aboriginal Affairs	1 329 650	2 703 582	1 554 498
Real Property	196 988	14 154	126 192
Criminology	1 906 101	5 456 745	6 736 250
Parliamentary Proceedings	2 039 465	2 235 743	12 120 230
Employment	1 422 568	3 636 002	4 019 878
Immigration	4 391 233	7 711 649	7 798 941
Informatics	434 546	1 198 642	1 630 774
Government Contracts	1 303 330	3 179 044	4 142 370
Military	3 017 746	7 464 671	12 824 188
Humanities and Social Sciences	1 937 027	5 189 533	5 333 455
Transportation	1 002 752	1 143 056	1 944 947
SPECIALIZED FIELDS			
Biology	135 401	479 146	658 384
Law	1 002 930	5 922 953	5 036 575
Finance	901 851	1 272 185	2 489 048
Mechanical Engineering	406 127	2 105 160	1 408 249
Medicine	1 164 945	1 980 881	1 865 670
Environmental Science	1 258 438	2 534 309	3 943 664
Pure Science	548 208	1 551 060	1 450 189
Technical	762 874	1 702 266	1 953 071
TOTAL	49 654 817	99 792 109	120 873 311

Total number of words translated externally, from French to English, by fiscal year

ADMINISTRATIVE FIELD	2014–2015	2015–2016	2016–2017
General and Administrative texts	197 429	1 344 341	2 824 657
INSTITUTIONAL FIELDS			
Aboriginal Affairs	0	0	0
Real Property	0	0	26 227
Criminology	13 393	121 661	316 401
Parliamentary Proceedings	70 186	49 345	685 846
Employment	5 954	18 726	320 671
Immigration	84 797	77 896	279 946
Informatics	0	0	0
Government Contracts	0	0	0
Military	17 210	42 269	177 951
Humanities and Social Sciences	16 610	39 606	245 856
Transportation	0	0	20 858
SPECIALIZED FIELDS			
Biology	0	0	0
Law	16 115	305 588	342 405
Finance	72 806	120 097	263 862
Mechanical Engineering	0	0	34 649
Medicine	0	107 099	62 975
Environmental Science	107 821	411 074	244 462
Pure Science	0	0	0
Technical	8 021	257 729	188 079
TOTAL	610 342	2 895 431	6 034 845

ATTACHMENT 2 TO PART 1

CONCORDANCE TABLE

Current fields	New fields - 2018	Definition
General and Administrative texts	No changes	General or administrative documents relating to various Government of Canada business lines, requiring general translation skills
INSTITUTIONAL FIELDS		
Requires translation skills as well as knowledge in the field of work.		
Aboriginal Affairs	Indigenous	Documents relating to Indigenous peoples (social, economic or political development, implementation of legislation, or program administration)
Real Property	No changes	Documents relating to accommodation, real property management or appraisal, land or property transfers
Criminology	Police forces (RCMP)	Documents relating to criminology, more specifically to police forces
	Border services	Documents relating to criminology, more specifically to border services
	Public safety	Documents relating to criminology, more specifically to emergency preparedness, national security and intelligence methods
	Correctional Services	Documents relating to criminology, more specifically to correctional services
Parliamentary Proceedings	No changes	Documents relating to parliamentary proceedings, Canadian politics or the Canadian parliamentary system
Employment	No changes	Documents relating to human resources management, employment or social security
Immigration	No changes	Documents relating to immigration, refugee status, Canadian citizenship, passport and visa application processes, and related systems and programs
Informatics	Software, applications and hardware	Documents relating to information technology
Government Contracts	Government contracts and procurement	Documents relating to government contracts, contract administration and government procurement policies or strategies
Military	Military - Air element	Documents relating to the Royal Canadian Air Force
	Military - Land element	Documents relating to the Canadian Army
	Military - Sea element	Documents relating to the Royal Canadian Navy
Humanities and	Political sciences and	Documents relating to politics or diplomacy

Current fields	New fields - 2018	Definition
Social Sciences	diplomacy	
	Sociology	Documents relating to sociology or education
	Arts and culture, museology and heritage, sports and recreation	Documents relating to music, literature, performing arts, visual arts, museology, recreation, sports, library science or history
Transportation	Air transport	Documents relating to air transport, including air traffic control
	Marine transport	Documents relating to marine transport, including marine navigation
	Rail transport	Documents relating to rail transport
	Road transport	Documents relating to road transport
SPECIALIZED FIELDS		
Requires translation skills as well as knowledge and skills in the specific field of work.		
Biology	Animal and plant biology	Documents relating to animal or plant biology
	Forestry and silviculture	Documents relating to forestry or silviculture
	Biotechnology and genetics	Documents relating to biotechnology or genetics
	Fisheries and aquaculture	Documents relating to fisheries or aquaculture
Law	Commercial law and copyright	Documents relating to the administration of justice or the law, more specifically to commercial law or copyright
	Courts and administrative law	Documents relating to the administration of justice or the law, more specifically to the courts or administrative law
	Constitutional law, criminal law, Indigenous law and family law	Documents relating to the administration of justice or the law, more specifically to constitutional, criminal, Indigenous or family law
	Tax law and civil law	Documents relating to the administration of justice or the law, more specifically to tax law or civil law
	Maritime law and labour law	Documents relating to the administration of justice or the law, more specifically to maritime law or labour law
	Collective agreements, national and international agreements and contracts	Documents relating to the administration of justice or the law, more specifically to collective, national or international agreements and contracts
Finances	Banking and compensation	Documents relating to financial or budgetary management, government accounting or auditing, taxation, customs, economics, finance, applied statistics or econometrics
Mechanical Engineering	Land and railway vehicles	Documents relating to land and railway vehicles, particularly the mechanical aspect of these vehicles
	Aircraft construction and	Documents relating to aircraft construction,

Current fields	New fields - 2018	Definition
	flight mechanics	flight mechanics or flying
	Boat and ship building and marine engineering	Documents relating to boat and ship building or marine engineering
	Machines and tools	Documents relating to machines or tools
	Weapons systems	Documents relating to weapons systems
Medicine	Medicine	Documents relating to medicine or its specialties
	Health promotion (and OHS component)	Documents relating to health promotion, including occupational health and safety
	Veterinary medicine	Documents relating to veterinary medicine
	Dentistry	Documents relating to dentistry
Environmental Science	Fossil-fuel based and renewable energy	Documents relating to energy from fossil fuels or renewable sources
	Nuclear energy	Documents relating to nuclear energy
	Ecology and environment	Documents relating to ecology or the environment
	Production of primary animal or plant products	Documents relating to agriculture (production of primary plant products) or livestock (production of primary animal products); does not include fisheries or aquaculture
	Agri-food: production and industry	Documents relating to agri-food (processing or industry)
Pure Science	Geology and related fields	Documents relating to the physical aspects or evolution of the Earth, more specifically to geology
	Oceanology	Documents relating to the physical aspects or evolution of the Earth, more specifically to oceanology
	Atmosphere, meteorology	Documents relating to the physical aspects or evolution of the Earth, more specifically to the atmosphere and meteorology
	Geodesy and remote sensing	Documents relating to geodesy or remote sensing
	Chemistry	Documents relating to the pure sciences, more specifically to chemistry
	Physics (astronomy, astrophysics)	Documents relating to the pure sciences (physics), more specifically to astronomy or astrophysics
	Aerospace	Documents relating to aerospace
	Mathematics	Documents relating to the pure sciences, more specifically to mathematics
Technical	Textile and clothing industry	Technical documents relating to the textile or clothing industry
	Wood industry	Technical documents relating to the wood, paper, furniture or printing industry
	Mining industry	Technical documents relating to the mining industry

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Current fields	New fields - 2018	Definition
	Materials industry	Technical documents relating to the materials industry
	Broadcasting and radiocommunications, telephony and telematics	Technical documents relating to telecommunications, including broadcasting, radiocommunications, telephony and telematics
	Electricity and electronics	Technical documents relating to the theories or principles of electricity or electronics, as well as the construction, operation or maintenance of electrical or electronic equipment
	Construction, buildings and civil engineering	Technical documents relating to building construction, land use or civil engineering
	Metrology	Technical documents relating to metrology

PART 2 – SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The [2008 \(2017-04-27\)](#) Standard Instructions – Request for Supply Arrangements – Goods or Services, are incorporated by reference into and form part of the RFSA. Subsection 5.4 of 2008, Standard Instructions – Request for Supply Arrangements – Goods or Services, is amended as follows:

Delete: sixty (60) days
Insert: one hundred and eighty (180) days

The 2008 standard instructions is amended as follows:

- Section 5, entitled Submission of arrangements, is amended as follows:
 - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each arrangement, at RFSA closing date and time or upon request from the Supply Arrangement Authority, for example in the case of epost Connect service, be signed by the Supplier or by an authorized representative of the Supplier. If an arrangement is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
 - subsection 2.d is deleted entirely and replaced with the following: "send its arrangement only to the specified Bid Receiving Unit of Public Works and Government Service Canada (PWGSC) in the RFSA or to the specified address specified in the RFSA."
 - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Supplier's name, return address and procurement business number, RFSA number, and RFSA closing date and time are clearly visible on the arrangement; and"
- Section 6, entitled Late arrangements, is deleted entirely and replaced with the following: "PWGSC will return arrangements delivered after the stipulated RFSA closing date and time, unless they qualify as a delayed arrangement as described in the section entitled Delayed arrangements. For arrangements submitted using means other than the Canada Post Corporation's epost Connect service will be returned. For arrangements submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late arrangement will be deleted."
- Section 07, entitled Delayed arrangements, is amended as follows:
 - Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity;"

- Section 8, entitled Transmission by facsimile, is deleted entirely and replaced with the following section:
"Transmission by facsimile or by epost Connect"
 1. Facsimile
 - a. Unless specified otherwise in the RFSA, arrangements may be submitted by facsimile. The only acceptable facsimile number for responses to RFSA issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the RFSA. The facsimile number for responses to RFSA issued by PWGSC regional offices is identified in the RFSA.
 - b. For arrangements transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed arrangement including, but not limited to, the following:
 - i. receipt of garbled or incomplete arrangement;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the arrangement;
 - v. failure of the Supplier to properly identify the arrangement;
 - vi. illegibility of an arrangement; or
 - vii. security of arrangement data.
 - c. An arrangement transmitted by facsimile constitutes the formal arrangement of the Supplier and must be submitted in accordance with the section entitled Submission of arrangements.
 2. ePost Connect
 - a. Unless specified otherwise in the RFSA, arrangements may be submitted by using the epost Connect service provided by Canada Post Corporation (https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a).
 - b. To submit an arrangement using epost Connect service, the Supplier must either:
 - i. send directly its arrangement only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the RFSA closing date and time, an email that includes the RFSA number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
 - c. If the Supplier is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Supplier to transmit its arrangement afterward at any time prior to the RFSA closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Supplier to access the message within the conversation, and the Supplier can reply to the email notification by transmitting its arrangement.
 - d. If the Supplier is using its own licensing agreement to send its arrangement, the Supplier must keep the epost Connect conversation open until at least 30 business days after RFSA closing date and time.
 - e. The email address of PWGSC Bid Receiving Unit in Headquarters is: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca. The RFSA number must be identified in the epost Connect message field of all electronic transfers.
 - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a supplier not have a Canadian address, they may use

- the Bid Receiving Unit address specified on page 1 of the RFSA in order to register for the epost Connect service.
- g. For arrangements transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the arrangement including, but not limited to, the following:
- i. receipt of a garbled or incomplete arrangement;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the arrangement;
 - v. failure of the Supplier to properly identify the arrangement;
 - vi. illegibility of the arrangement;
 - vii. security of arrangement data; or
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. An arrangement transmitted by epost Connect service constitutes the formal arrangement of the Supplier and must be submitted in accordance with the section entitled Submission of arrangements."

2. Submission of Arrangements

Arrangements must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Supply Arrangements.

3. Former Public Servant – Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, would change your status with respect to being a former public servant in receipt of a pension or a lump sum payment, and you would be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, [Contracting Policy Notice 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

4. Federal Contractors Program for Employment Equity – Notification

The Federal Contractors Program (FCP) for Employment Equity requires that some contractors make a formal commitment to Human Resources and Skills Development Canada (HRSDC) – Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for Employment Equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for Employment Equity can be found on [HRSDC-Labour's](#) website.

5. Enquiries – Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than ten (10) calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

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

6. Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice, without affecting the validity of the arrangement, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, the applicable laws specified shall be deemed acceptable to the suppliers.

7. Volumetric Data

The data are provided to suppliers to help them prepare their bids. The inclusion of this data in this Request for Supply Arrangement does not represent a commitment by Canada that Canada's future usage of translation services will be consistent with this data. The data are provided purely for information purposes.

PART 3 – ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

- (a) If the Supplier chooses to submit its arrangement electronically, Canada requests that the Supplier submits its arrangement in accordance with section 8 of the 2008 standard instructions included in Part 2 - Supplier Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Suppliers are required to provide their arrangement in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The arrangement must be gathered per section and separated as follows:

Section I: Technical Arrangement
Section II: Financial Arrangement
Section III: Certifications
Section IV: Additional Information

If the Supplier is simultaneously providing a hard copy of the arrangement using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

- (b) If the Supplier chooses to submit its arrangement in hard copies, Canada requests that the Supplier submits its arrangement in separately bound sections as follows:

Section I: Technical Arrangement (three hard copies).

Section II: Certifications and Additional Information (one hard copy)

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

- (c) **Green procurement:** In April 2006, Canada issued the [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>) directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. To assist Canada in reaching its objectives, suppliers should:

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

(d) **Submission of a maximum of two arrangements by tier**

- (i) A supplier or a group of suppliers may submit a maximum of two arrangements by tier.
- (ii) For each tier, a supplier or a group of suppliers may submit the following:
 - (a) one agreement on its behalf, or

- (b) one arrangement on its behalf and one arrangement in joint venture, or
 - (c) two arrangements in joint venture.
- (iii) If a supplier or a group of suppliers submit more than two arrangements, Canada will, at its sole discretion, choose the arrangements it will consider.
- (iv) If a supplier or a group of suppliers submit two arrangements, they must present each arrangement in separate documents, clearly identified as separate arrangements. Each arrangement will be assessed independently, without considering other arrangements. Therefore, each arrangement presented must be complete.
- (v) For the purposes of this section, “**group of suppliers**” means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the province or territory where any of the entities concerned is incorporated or otherwise formed as a matter of law, the entities are considered “**related**” for the purposes of this Request for Supply Arrangements if:
- (A) they are the same legal entity (i.e. the same natural person, corporation, partnership, limited liability partnership, etc.);
 - (B) they are “related persons” or “affiliated persons” according to the *Canada Income Tax Act*;
 - (C) the entities have now or in the two years before the closing of the Request for Supply Arrangements had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - (D) the entities otherwise do not deal with one another at arm’s length, or each of them does not deal at arm’s length with the same third party.

(e) Joint venture experience

Except where expressly provided otherwise, members of a joint venture may combine their abilities to meet any given mandatory requirement of this Request for Supply Arrangement. Wherever substantiation of a mandatory requirement is required, the supplier is requested to indicate which joint venture member satisfies the requirement. Any supplier with questions regarding the way in which a joint venture arrangement will be evaluated should raise such questions through the Enquiries process as early as possible during the solicitation period of the Request for Supply Arrangement.

For example, suppose a supplier is a joint venture consisting of members X, Y and Z, and that the Request for Supply Arrangements requires that the supplier have three years’ experience in delivering translation services in the X1 field.

This requirement can be met by one or more members of the joint venture. Thus, the supplier can indicate that each member, that is, X, Y and Z has one year of experience, totalling three years. Such a response would be declared responsive.

Section I: Technical Arrangement

In the technical arrangement, suppliers should explain and demonstrate how they propose to meet the requirements.

- (a) Suppliers may register in the following service category:
 - i. Official Languages Translation.

- (b) For Official Languages Translation, suppliers may register in one or more tiers.
- (c) Suppliers that would like to register for one or more Official Languages Translation tiers must use the following MS Word forms:
 - i. For Tier 1, suppliers must fill in the MS Word form found in Attachment 1 to Part 3.
 - ii. For Tier 2, suppliers must fill in the MS Word form found in Attachment 2 to Part 3.
 - iii. For Tier 3, suppliers must fill in the MS Word form found in Attachment 3 to Part 3.
- (d) For references confirmation, suppliers must fill in the MS Word form found in Attachment 5 of Part 3.

Section II: Certifications and Additional Information

Suppliers must submit the certifications required under Part 5.

The supplier must use the Response Form located in Attachment 4 of Part 3 to provide the required certifications and documentation for the issuance of a Supply Arrangement.

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**ATTACHMENT 1 TO PART 3
RFSA RESPONSE FORM (MS WORD)**

OFFICIAL LANGUAGES TRANSLATION – TIER 1

**REQUIREMENTS WHERE THE DAILY TRANSLATION CAPACITY IS GREATER THAN OR
EQUAL TO 1,000 WORDS AND LESS THAN 3,000 WORDS**

1. Suppliers must use the online form to provide their answers and must complete it electronically.
2. Once the form is completed, please save it and attach a paper copy or an electronic copy, as well as any supporting documentation, if necessary, to your arrangement.

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**ATTACHMENT 2 TO PART 3
RFSA RESPONSE FORM (MS WORD)**

OFFICIAL LANGUAGES TRANSLATION – TIER 2

**REQUIREMENTS WHERE THE DAILY TRANSLATION CAPACITY IS GREATER THAN OR
EQUAL TO 3,000 WORDS AND LESS THAN 8,000 WORDS**

1. Suppliers must use the online form to provide their answers and must complete it electronically.
2. Once the form is completed, please save it and attach a paper copy or an electronic copy, as well as any supporting documentation, if necessary, to your arrangement.

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**ATTACHMENT 3 TO PART 3
RFSA RESPONSE FORM (MS WORD)**

OFFICIAL LANGUAGES TRANSLATION – TIER 3

**REQUIREMENTS WHERE THE DAILY TRANSLATION CAPACITY IS GREATER THAN OR
EQUAL TO 8,000 WORDS**

1. Suppliers must use the online form to provide their answers and must complete it electronically.
2. Once the form is completed, please save it and attach a paper copy or an electronic copy, as well as any supporting documentation, if necessary, to your arrangement.

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ATTACHMENT 4 TO PART 3

CERTIFICATION AND ADDITIONAL INFORMATION (PDF)

1. Suppliers must use the online form to provide their answers and must complete it electronically.
2. Once the form is completed, please save it and attach a paper copy or an electronic copy to your arrangement.

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ATTACHMENT 5 TO PART 3

CONFIRMATION OF REFERENCES (MS WORD)

1. Suppliers must use the online form to provide their answers and must complete it electronically.
2. Once the form is completed, please save it and attach a paper copy or an electronic copy to your arrangement.

ATTACHMENT 6 TO PART 3

RESOURCES – TIERS 2 AND 3 (MS WORD)

1. Suppliers must use the online form to provide their answers and must complete it electronically.
2. Once the form is completed, please save it and attach a paper copy or an electronic copy to your arrangement.

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements, including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.
- (c) Reference checks
 - (i) Canada will proceed to a references check to validate the accuracy of the information supplied by the supplier. To achieve this, the supplier has to submit a request to the person mentioned in reference, using the form provided in **Attachment 5 of Part 3**, and join it to its arrangement, duly completed and signed;
 - (ii) In case of difference between the information transmitted by the person given in reference and the one transmitted by the supplier, the first one will have precedence;
 - (iii) If the reference source comes from the Translation Bureau, the supplier does not have to submit **attachment 5 of Part 3**.
 - (iv) Canada will not consider that a mandatory criterion has been met or award any points if:
 - (A) the customer reference indicates that he or she cannot provide the information requested or does not want to; or
 - (B) the reference is an affiliate or other entity that deals at arm's length with the bidder.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

See Attachments **1 through 3** to Part 4.

- (a) Suppliers may register in the following service category:
 - i. Official Languages Translation.
- (b) For Official Languages Translation, suppliers may register in one or more tiers.
- (c) For Official Languages Translation, suppliers must comply with the requirements for each tier as shown below:
 - i. For Tier 1, suppliers must comply with the requirements found in Attachment 1 to Part 4.
 - ii. For Tier 2, suppliers must comply with the requirements found in Attachment 2 to Part 4.
 - iii. For Tier 3, suppliers must comply with the requirements found in Attachment 3 to Part 4.

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2. Basis of Selection

2.1 Mandatory Technical Evaluation Criteria

An arrangement must comply with the requirements of the Request for Supply Arrangements and meet all mandatory technical evaluation criteria to be declared responsive.

ATTACHMENT 1 TO PART 4

MANDATORY TECHNICAL EVALUATION CRITERIA FOR TIER 1 – OFFICIAL LANGUAGES TRANSLATION

REQUIREMENTS WHERE THE DAILY TRANSLATION CAPACITY IS GREATER THAN OR EQUAL TO 1,000 WORDS AND LESS THAN 3,000 WORDS

The supplier must use the form found in **Attachment 1 and 5 to Part 3** to meet the mandatory technical criteria for Tier 1 – Official Languages Translation.

The arrangements must meet all the mandatory technical criteria specified below.

The supplier must provide the necessary documentation to demonstrate compliance with this requirement.

Arrangements that fail to meet all the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion must be addressed separately.

The supplier must demonstrate the qualifications and the experience of each one of the resources proposed in the tables below, in accordance with the fields selected and the language combinations chosen (French-English or English-French).

1. Supporting Documentation

According to the qualifications criteria required, the supplier must provide for each proposed resource one of the following, as applicable:

- a copy of a university degree;
- copy of the certificate of affiliation to a professional association;
- a certificate issued by a professional association confirming that the proposed resource has taken steps to obtain the certification. Please note that a copy of the certificate will be required **within 12 months** of the date of issuance of the SA, otherwise the Supply Arrangement (SA) will be canceled and the supplier will be requested to submit a new arrangement by following the qualification process established in article 7 of Part 6 A.

2. Translation Experience

Using Table 1: Translation Experience – Tier 1 for each language combination (French-English or English-French), the supplier must provide the following information for translation projects undertaken by each proposed resource:

- (a) The field of the documents that were translated;
- (b) The period during which the translation services were provided, i.e. from (month/year) to (month/year);
- (c) The number of words translated during the period specified in (b) above; and
- (d) The name of the client for which the translation services were performed and the name and email address of a representative of the organization who could confirm the information provided by the supplier.
- (e) The supplier cannot use the same translation experience for more than one domain.

- (f) For experience gained as an employee of an organization, the supplier must indicate this experience separately in its arrangement, for example if the experience was gained as a former employee of the Translation Bureau.

3. Definition

The following definition applies to the qualification and experience criteria for all fields.

Recognized university: a university that is recognized by the ministry of education of a Canadian province or by an academic credential assessment and qualification recognition organization listed on <http://www.cicic.ca/>.

Certification: a professional certificate issued by l'Ordre des traducteurs, terminologues et interprètes agréés du Québec (OTTIAQ) or a provincial or territorial professional association affiliated with the Canadian Translators, Terminologists and Interpreters Council (CTTIC).

Table 1: Translation Experience – Tier 1

ADMINISTRATIVE FIELD	Qualification and Experience Criteria For evaluation purposes, translation experience for each resource is defined as follows:
General and Administrative texts	<ul style="list-style-type: none"> • For English to French translation, the supplier must demonstrate translation experience in any fields of at least 300,000 words over the last five years as of March 1st 2013 to March 31st 2018. • For French to English translation, the supplier must demonstrate translation experience in any fields of at least 300,000 words over the last five years as of March 1st 2013 to March 31st 2018. <ul style="list-style-type: none"> • Be a certified member in good standing of the Ordre des traducteurs, terminologues et interprètes agréés du Québec (OTTIAQ) or a provincial or territorial professional association affiliated with the Canadian Translators, Terminologists and Interpreters Council (CTTIC). <p style="text-align: center;">AND</p> <p>Demonstrate translation experience in any field</p> <p>OR</p> <ul style="list-style-type: none"> • Hold a bachelor's degree in translation from a recognized university. <p style="text-align: center;">AND</p> <p>Demonstrate translation experience in any field.</p> <p>OR</p> <ul style="list-style-type: none"> • Have taken steps to obtain certification and to obtain it within

	<p>12 months of the date of issuance of the SA.</p> <p>AND</p> <p>Demonstrate translation experience in any field.</p>
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<p>INSTITUTIONAL FIELDS</p>	<p>Qualification and Experience Criteria <i>Fields requiring translation skills and field-specific knowledge</i></p> <p>For evaluation purposes, translation experience for each resource is defined as follows:</p> <p>For English to French translation, the supplier must demonstrate translation experience in the field selected of at least 300,000 words over the last five years as of March 1st 2013 to March 31st 2018.</p> <p>For French to English translation, the supplier must demonstrate translation experience in the field selected of at least 100,000 words over the last five years as of March 1st 2013 to March 31st 2018.</p>
	<ul style="list-style-type: none"> • Be a certified member in good standing of the Ordre des traducteurs, terminologues et interprètes agréés du Québec (OTTIAQ) or a provincial or territorial professional association affiliated with the Canadian Translators, Terminologists and Interpreters Council (CTTIC). <p>AND</p> <p>Demonstrate experience in translating documents in the field as per the Description of Fields – Official Languages Translation, at Annex A.</p> <p>OR</p> <ul style="list-style-type: none"> • Hold a bachelor's degree in translation from a recognized university. <p>AND</p> <p>Demonstrate experience in translating documents in the field as per the Description of Fields – Official Languages Translation, at Annex A.</p> <p>OR</p> <ul style="list-style-type: none"> • Have taken steps to obtain certification and to obtain it within 12 months of the date of issuance of the SA. <p>AND</p> <p>Demonstrate experience in translating documents in the field as per the Description of Fields – Official Languages Translation, at Annex A.</p>

SPECIALIZED FIELDS	<p>Qualification and Experience Criteria <i>Fields requiring translation skills and field-specific knowledge and skills</i></p> <p>For evaluation purposes, translation experience for each resource is defined as follows:</p> <ul style="list-style-type: none">• For English to French translation, the supplier must demonstrate translation experience in the field selected of at least 100,000 words over the last seven years as of March 1st 2011 to March 31st 2018.• For French to English translation, the supplier must demonstrate translation experience in the field selected of at least 100,000 words over the last seven years as of March 1st 2011 to March 31st 2018.
	<ul style="list-style-type: none">• Be a certified member in good standing of the Ordre des traducteurs, terminologues et interprètes agréés du Québec (OTTIAQ) or a provincial or territorial professional association affiliated with the Canadian Translators, Terminologists and Interpreters Council (CTTIC). <p>AND</p> <p>Demonstrate experience in translating documents in the field as per the Description of Fields – Official Languages Translation, at Annex A.</p> <p>OR</p> <ul style="list-style-type: none">• Hold a bachelor's degree in translation from a recognized university. <p>AND</p> <p>Demonstrate experience in translating documents in the field as per the Description of Fields – Official Languages Translation, at Annex A.</p> <p>OR</p> <ul style="list-style-type: none">• Have taken steps to obtain certification and to obtain it within 12 months of the date of issuance of the SA. <p>AND</p> <p>Demonstrate experience in translating documents in the field as per the Description of Fields – Official Languages Translation, at Annex A.</p>

ATTACHMENT 2 TO PART 4

MANDATORY TECHNICAL EVALUATION CRITERIA FOR TIER 2 – OFFICIAL LANGUAGES TRANSLATION

REQUIREMENTS WHERE THE DAILY TRANSLATION CAPACITY IS GREATER THAN OR EQUAL TO 3,000 WORDS AND LESS THAN 8,000 WORDS

The Supplier must use the form in **Attachments 2, 5 and 6** to Part 3 in order to meet the mandatory technical criteria for Tier 2 – Official Languages Translation.

The Supply Arrangement must meet the mandatory technical criteria specified below.

The Supplier must provide the necessary documentation to support compliance with this requirement.

Supply arrangements that fail to meet all the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion must be addressed separately.

1. Supporting Documentation

According to the qualifications criteria required, the supplier must provide one of the following, as applicable:

- a) Quality Control Process (quality management and deadline compliance processes);
- b) Proof of certification related to the National standard *CAN/CGSB-131.10-2008, Translation Services*;

For each resource, one of the following document, as applicable:

- a) a copy of a university degree;
- b) copy of the certificate of affiliation to a professional association;
- c) a certificate issued by a professional association confirming that the proposed resource has taken steps to obtain the certification. Please note that a copy of the certificate will be required within 12 months of the date of issuance of the SA, otherwise the Supply Arrangement (SA) will be canceled and the supplier will be requested to submit a new arrangement by following the qualification process established in article 7 of Part 6 A.

2. Mandatory Qualification of Resources

The supplier must demonstrate that its resources meet the minimum qualifications as required by The Translation Bureau. The supplier must submit in its arrangement, using the form provided in Attachment 6 of Part 3, the following information for each translator and reviser.

Each resource must:

- Be a certified member in good standing of the Ordre des traducteurs, terminologues et interprètes agréés du Québec (OTTIAQ) or a provincial or territorial professional association affiliated with the Canadian Translators, Terminologists and Interpreters Council (CTTIC).

OR

- Hold a bachelor's degree in translation from a recognized university.

OR

- Have taken steps to obtain certification and to obtain it within 12 months of the date of issuance of the SA.

3. Translation Experience

Using Table 2: Translation Experience – Tier 2, suppliers must provide the following information for translation projects in each area in which they wish to qualify.

- The field of the translated documents;
- The time period in which the translation services were provided: [month/year] to [month/year];
- The number of words translated during the period specified in b);
- The name of the client for which the translation services were performed and the name and email address of a representative of the organization who could confirm the information provided by the bidder.
- The supplier cannot use the same translation experience for more than one domain.

Table 2: Translation Experience – Tier 2

ADMINISTRATIVE FIELD	<p>Qualification and Experience Criteria</p> <p>For evaluation purposes, translation experience is defined as follows:</p> <ul style="list-style-type: none"> • For English to French translation, the supplier must demonstrate translation experience in any fields of at least 600,000 words over the last five years as March 1st 2013 to March 31st 2018. • For French to English translation, the supplier must demonstrate translation experience in any fields of at least 600,000 words over the last five years as March 1st 2013 to March 31st 2018.
General and Administrative texts	Demonstrate experience in translation in any field.
INSTITUTIONAL FIELDS	<p>Qualification and Experience Criteria</p> <p><i>Fields requiring translation skills and field-specific knowledge</i></p> <p>For evaluation purposes, translation experience is defined as follows:</p> <ul style="list-style-type: none"> • For English to French translation, the supplier must demonstrate

	<p>translation experience in the field selected of at least 600,000 words over the last five years as March 1st 2013 to March 31st 2018.</p> <ul style="list-style-type: none"> For French to English translation, the supplier must demonstrate translation experience in the field selected of at least 200,000 words over the last five years as of March 1st 2013 to March 31st 2018.
	<p>Demonstrate experience in translating documents in the field as per the Description of Fields – Official Languages Translation, at Annex A</p>

SPECIALIZED FIELDS	<p>Qualification and Experience Criteria <i>Fields requiring translation skills and field-specific knowledge and skills</i></p> <p>For evaluation purposes, translation experience is defined as follows:</p> <ul style="list-style-type: none"> For English to French translation, the supplier must demonstrate translation experience in the field selected of at least 200,000 words over the last seven years as of March 1st 2011 to March 31st 2018. For French to English translation, the supplier must demonstrate translation experience in the field selected of at least 200,000 words over the last seven years as of March 1st 2011 to March 31st 2018.
	<p>Demonstrate experience in translating documents in the field as per the Description of Fields – Official Languages Translation, at Annex A</p>

In a bid solicitation, suppliers must demonstrate the competencies of their proposed resources in accordance with Appendix 1 to Annex A – Minimum Qualification and Experience Criteria.

3. Quality Control Process

Suppliers must demonstrate their quality management and deadline compliance processes. Those processes must enable the supplier to meet the requirements of the Request for Supply Arrangement. The supplier agrees to respect those processes throughout the duration of the Supply Arrangement.

To meet this requirement, the supplier must submit the following items:

3.1 The quality management documentation

The quality management documentation must include the following:

- Description of the quality management process;
- How the process is applied on a day-to-day basis by the bidder's team; and

- (c) What steps are taken when the translation quality is not deemed satisfactory by the client.

AND

3.2 The deadline compliance documentation

The deadline compliance documentation must include the following:

- (a) Description of the deadline compliance process;
- (b) How the Bidder establishes priorities;
- (c) How the process is applied on a day-to-day basis by the Bidder's team; and
- (d) What steps are taken when deadlines are not met.

OR

3.3 Proof of certification attesting that the provider is certified under national standard *CAN/CGSB-131.10-2008, Translation Services.*

ATTACHMENT 3 to PART 4

MANDATORY TECHNICAL EVALUATION CRITERIA FOR TIER 3 – OFFICIAL LANGUAGES TRANSLATION

REQUIREMENTS WHERE THE DAILY TRANSLATION CAPACITY IS GREATER THAN OR EQUAL TO 8,000 WORDS

The Supplier must use the form in **Attachments 3, 5, and 6 to Part 3** in order to meet the mandatory technical criteria for Tier 3 – Official Languages Translation.

The Supply Arrangement must meet the mandatory technical criteria specified below.

The supplier must provide the necessary documentation to support compliance with this requirement.

Supply arrangements that fail to meet all the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion must be addressed separately.

If suppliers qualify for Tier 3 in a given field, they will automatically qualify for the same field in Tier 2.

1. Supporting Documentation

According to the qualifications criteria required, the supplier must provide one of the following:

a) Proof of certification related to the National standard *CAN/CGSB-131.10-2008, Translation Services*;

b) A certification issued by the official verification service provider for certification that confirms that the supplier has taken steps to obtain certification

For each resource, one of the following document, as applicable:

d) a copy of a university degree;

e) copy of the certificate of affiliation to a professional association;

f) a certificate issued by a professional association confirming that the proposed resource has taken steps to obtain the certification. Please note that a copy of the certificate will be required within 12 months of the date of issuance of the SA, otherwise the Supply Arrangement (SA) will be canceled and the supplier will be requested to submit a new arrangement by following the qualification process established in article 7 of Part 6 A.

2. Mandatory Qualification of Resources

The supplier must demonstrate that its resources meet the minimum qualifications as required by The Translation Bureau. The supplier must submit in its arrangement, using the form provided in Attachment 6 of Part 3, the following information for each translator and reviser.

Each resource must:

- Be a certified member in good standing of the Ordre des traducteurs, terminologues et interprètes agréés du Québec (OTTIAQ) or a provincial or territorial professional association affiliated with the Canadian Translators, Terminologists and Interpreters Council (CTTIC).

OR

- Hold a bachelor's degree in translation from a recognized university.

OR

- Have taken steps to obtain certification and to obtain it within 12 months of the date of issuance of the SA.

3. Translation Experience

Using Table 3: Translation Experience – Tier 3, suppliers must provide the following information for translation projects undertaken in each of the fields in which they would like to qualify:

- The field of the translated documents;
- The time period in which the translation services were provided: [month/year] to [month/year];
- The number of words translated during the period specified in (b);
- The name of the client for which the translation services were performed and the name and email address of a representative of the organization who could confirm the information provided by the bidder.
- The supplier cannot use the same translation experience for more than one domain.

Table 3: Translation Experience – Tier 3

ADMINISTRATIVE FIELD	Qualification and Experience Criteria
General and Administrative texts	Demonstrate experience in translation in any field.

INSTITUTIONAL	Qualification and Experience Criteria
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FIELDS	<p><i>Fields requiring translation skills and field-specific knowledge</i></p> <p>For evaluation purposes, translation experience is defined as follows:</p> <ul style="list-style-type: none"> For English to French translation, the supplier must demonstrate translation experience in the field selected of at least 3,000,000 words over the last five years as March 1st 2013 to March 31st 2018. For French to English translation, the supplier must demonstrate translation experience in the field selected of at least 1,000,000 words over the last five years as of March 1st 2013 to March 31st 2018.
	<p>Demonstrate experience in translating documents in the field as per the Description of Fields – Official Languages Translation, at Annex A</p>

SPECIALIZED FIELDS	<p>Qualification and Experience Criteria <i>Fields requiring translation skills and field-specific knowledge and skills</i></p> <p>For evaluation purposes, translation experience is defined as follows:</p> <ul style="list-style-type: none"> For English to French translation, the supplier must demonstrate translation experience in the field selected of at least 1,000,000 words over the last seven years as of March 1st 2011 to March 31st 2018. For French to English translation, the supplier must demonstrate translation experience in the field selected of at least 1,000,000 words over the last seven years as of March 1st 2011 to March 31st 2018.
	<p>Demonstrate experience in translating documents in the field as per the Description of Fields – Official Languages Translation, at Annex A</p>

In a bid solicitation, suppliers must demonstrate the competencies of their proposed resources in accordance with Appendix 1 to Annex A – Minimum Qualification and Experience Criteria.

3. Quality Control Processes and Human Resources Management Plan

Suppliers must demonstrate their quality management and deadline compliance processes and Human Resources Management Plan. The processes and the plan must enable the supplier to meet the requirements of the Request for Supply Arrangement. The supplier agrees to respect those processes and this plan throughout the duration of the Supply Arrangement.

To meet this requirement, the supplier must submit one of the following item:

3.4 Proof of certification attesting that the supplier is certified under national standard CAN/CGSB-131.10-2008, Translation Services.

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OR

**The supplier must have taken steps to obtain the certification under national standard
CAN/CGSB-131.10-2008, Translation Services**

PART 5 – CERTIFICATIONS

The supplier must use the Response Form located in Attachment 5 of Part 3 to provide the required certifications and documentation for the issuance of a Supply Arrangement.

The certifications provided by suppliers to Canada are subject to verification by Canada at all times. Canada will declare an arrangement non-responsive, or will consider a Contractor in default, if any certification is found to be untrue, whether during the arrangement evaluation period or for the duration of the Supply Arrangement resulting from this Request for Supply Arrangement (RFSA) and all subsequent contracts.

The Supply Arrangement Authority has the right to ask for additional information to check the Supplier's certifications. Failure to comply with this request will also render the arrangement non-responsive or will constitute a default under the Contract.

1. Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

1.1 Declaration of Convicted Offences

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

2. Certifications Precedent to the Issuance of a Supply Arrangement

The certification listed below should be completed and submitted with the arrangement, but may be submitted afterwards. If this required certification is not completed and submitted as requested, the Supply Arrangement Authority will so inform the supplier and provide the supplier with a time frame within which to meet the requirement. Failure to comply with the request of the Supply Arrangement Authority and meet the requirements within that time period will render the arrangement non-responsive.

2.1 Integrity Provisions – List of Names

Suppliers who are incorporated, including those submitting an arrangement as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Supplier.

Suppliers submitting an arrangement as sole proprietorship, as well as those submitting an arrangement as a joint venture, must provide the name of the owner(s).

Suppliers submitting an arrangement as societies, firms or partnerships do not need to provide lists of names.

2.2 Education and experience

The supplier certifies that all the information provided in the resumes and supporting material submitted with the arrangement, particularly the information pertaining to education, achievements, experience, and work history, has been verified by the supplier and is deemed to be true and accurate.

PART 6 – SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

The Supply Arrangement covers the work described in the Statement of Work at Annex A.

2. Security Requirement

If security requirements are needed, they will be indicated in the solicitation document. If security requirements are needed before award of a contract, Point 2.1 applies. If security requirements are needed at the date of bid closing, Point 2.2 applies.

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

- (a) The supplier must hold a valid organization security clearance as indicated in the **Bid Solicitation Template**;
- (b) The supplier's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in the **Bid Solicitation Template**;
- (c) The supplier must provide the names of all individuals who will require access to classified or protected information, assets or sensitive work site(s):
 - (i) Name of individual as it appears on security clearance application
 - (ii) Level of security clearance obtained and expiry date
 - (iii) Security Screening Certificate and Briefing Form file number
- (d) The supplier's proposed location of work performance and saving of documents must meet the security requirement as indicated in the **Bid Solicitation Template**;
- (e) The supplier must provide the address (es) of the proposed location(s) of work performance and saving of documents as indicated in Part 3 – Section IV – Additional Information.
- (f) Canada will not delay the issuance of any Supply Arrangement to allow suppliers to obtain the required clearance.
- (g) It is the responsibility of SA holders to ensure that the information required concerning the security clearance is provided on time. SA holders should indicate in their proposal whether they meet all the security requirements and whether the status of their application for security clearance is satisfactory. SA holders are advised to initiate the security clearance process as soon as possible with the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC) if they do not currently meet the security requirement specified herein. For any inquiries, SA holders should contact CISD at 1-866-368-4646, or 613-948-4176 in the National Capital Region. For personal security clearance obtained under another entity or with a federal government department other than PWGSC, SA holders should contact the CISD security officer as soon as possible to be guided through the process of completing any paperwork

required to request a transfer, or a duplicate of the security clearance or a new application for security clearance.

- (h) In the case of a joint venture supplier, each member of the joint venture must meet the security requirements.

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

- (a) The supplier must hold a valid organization security clearance as indicated in the **Bid Solicitation Template**;
- (b) The supplier's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in the **Bid Solicitation Template**;
- (c) The supplier must provide the names of all individuals who will require access to classified or protected information, assets or sensitive work site(s).
 - (i) Name of individual as it appears on security clearance application
 - (ii) Level of security clearance obtained and expiry date
 - (iii) Security Screening Certificate and Briefing Form file number
- (d) For additional information on security requirements, suppliers should consult the "Security Requirements for PWGSC Bid Solicitations – Instructions to Bidders" document on the Departmental Standard Procurement Documents website.
- (e) In the case of a joint venture supplier, each member of the joint venture must meet the security requirements.

3. Standard Clauses and Conditions

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

3.1 General Conditions

[2020 \(2017-09-21\)](#) General Conditions – Supply Arrangement – Goods or Services apply to and form part of the Supply Arrangement

3.2 Supply Arrangement Reporting

The supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. These data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The supplier must provide these data in accordance with the reporting requirements detailed in Annex F. If some data are not available, the reason must be indicated. If no goods or services are provided during a given period, the supplier must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Supply Arrangement Authority.

The quarterly periods are defined as follows:

First quarter: April 1 to June 30
Second quarter: July 1 to September 30
Third quarter: October 1 to December 31
Fourth quarter: January 1 to March 31

The data must be submitted to the Supply Arrangement Authority no later than 15 days after the end of the reporting period.

4. Term of Supply Arrangement

4.1 Period of the Supply Arrangement

The Supply Arrangement has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

The period for awarding contracts under the Supply Arrangement starts on _____.

5. Authorities

5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: Véronique Gravelle
Title: Supply Specialist
Public Services and Procurement Canada
Acquisitions Branch
Directorate: Professional Services
Terrasses de la Chaudière
10 Wellington Street, 5th Floor
Gatineau (Québec) K1A 0S5

Email: TPSGC.AMARepertoireBureau-SADirectoryBureau.PWGSC@tpsgc-pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

5.2 Supplier representative

The Supplier representative will be indicated when the Supply Arrangement is issued.

6. Identified Users

Users include the following:

1. The Translation Bureau (the Bureau)
Procurement Centre
Crémazie Building, 8th Floor

70, Crémazie, Gatineau, Quebec
K1A 0S5 Canada

2. Linguistic Services Division
Professional Services Procurement Directorate
Services and Technology Acquisition Management Sector
Acquisitions Branch Directorate:
Public Works and Government Services Canada (PWGSC)
Terrasses de la Chaudière, 5th Floor
10 Wellington Street
Gatineau, Quebec K1A 0S5

7. Ongoing Opportunity for Qualification

- a. A permanent notice will be posted on the Government Electronic Tendering Service (GETS) to allow new suppliers to get a Supply Arrangement and suppliers who already hold a Supply Arrangement to qualify for tiers or fields for which they are not qualified.
- b. The evaluations will take place twice a year.
- c. If no changes have been made to the Supply Arrangement, existing qualified suppliers who have been issued a Supply Arrangement will not be required to submit a new arrangement.
- d. Suppliers who wish to qualify must provide the following:
- (i) A technical arrangement
 - (ii) Certification requirements
 - (iii) Additional information
- e. However, if changes are made to the Supply Arrangement, suppliers must submit a new arrangement. The documentation that suppliers must provide will be indicated in the Request for Supply Arrangement.
- f. PWGSC may, during any revision process, add new or remove or modify existing Supply Arrangement clauses and conditions.

8. Priority of Documents

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

- (a) The articles of the Supply Arrangement
- (b) [2020](#) ([2017-09-21](#)) General Conditions – Supply Arrangement – Goods or Services
- (c) Annex A, Statement of Work
- (d) Annex D, Quality Standards
- (e) Annex F, Periodic Usage Report
- (f) The supplier's arrangement dated _____, (insert date of arrangement) (if the arrangement was clarified or amended, insert at the time of issuance of the arrangement: “as clarified on _____” **or** “as amended on _____”). (Insert date(s) of clarification(s) or amendment(s), if applicable.)

9. Certifications

9.1 Compliance

Compliance with the certifications and related documentation provided by the supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the supplier does not comply with any certification or provide the related documentation or if it is determined that any certification made by the supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

10. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (insert the provincial or territorial Act specified by the Supplier in the arrangement, if applicable).

B. BID SOLICITATION

1. Bid Solicitation Documents

Canada will use the Higher Complexity Bid Solicitation and Resulting Contract Template (HC) available in the [Standard Acquisition Clauses and Conditions Manual](#) and the Bid Solicitation template at Annex D.

The bid solicitation will contain as a minimum the following:

- a. Security requirements;
- b. A complete description of the work to be performed;
- c. [2003](#) (date to be inserted in the bid solicitation), Standard Instructions – Goods or Services – Competitive Requirements;

- d. Bid preparation instructions;
- e. Instructions for the submission of bids (address for submission of bids, bid closing date and time);
- f. Evaluation procedures and basis of selection;
- g. Certifications;
- h. Conditions of the resulting contract.

2. Bid Solicitation Process

- 2.1 Bids will be solicited for specific requirements within the scope of the SA from Prequalified Active Suppliers.
- 2.2 The bid solicitation will be sent directly to Prequalified Active Suppliers.
OR
- 2.2 The bid solicitation will be posted on the BuyandSell.gc.ca.
- 2.3 Under this Supply Arrangement, only the Translation Bureau (the Bureau) and Public Works and Government Services Canada (PWGSC) will be authorized to post bid solicitations and award contracts.
- 2.4 Bid solicitation processes will be established according to the following rules:

Tier	Daily Capacity	Number of Suppliers Invited	Response Period ¹	Contracting Authority
1 ²	Requirements where the daily translation capacity is greater than or equal to 1,000 words and less than 3,000 words	A minimum of 10 Prequalified Active Suppliers should be invited.* A minimum of 3 Prequalified Active Suppliers will be selected by the Identified User. The 7 remaining Prequalified Active Suppliers will be selected at random by the Bureau's system.	Prequalified Active Suppliers ³ have a minimum of 10 calendar days ⁴ to respond.	Bureau ⁵ /PWGSC
2	Requirements where the daily translation capacity is greater than or equal to 3,000 words and less than 8,000 words	A minimum of 15 Prequalified Active Suppliers should be invited.* A minimum of 5 Prequalified Active Suppliers will be selected by the Identified User. The 10 remaining Prequalified Active Suppliers will be selected at random by the Bureau's system.	Prequalified Active Suppliers ³ have a minimum of 20 calendar days ⁴ to respond.	PWGSC
3	Requirements where the daily translation capacity is greater than 8,000 words	All the Tier 3 requirements will be posted on the BuyandSell.gc.ca. It is the responsibility of Tier 3 SA holders to regularly consult that Website to find out about the Tier 3 requirements on which they can bid. All documents relating to these requirements can be downloaded from BuyandSell.gc.ca.	Prequalified Active Suppliers ³ have a minimum of 20 calendar days ⁴ to respond.	PWGSC
<p>1. The response period may be extended or reduced, depending on the complexity or urgency of the client's requirement.</p> <p>2. For requirements under \$25,000 (including applicable taxes), the response period could be shortened to one hour.</p> <p>3. A Prequalified Active Supplier is a supplier who has been issued a Supply Arrangement and meets the requirements related to the satisfaction indicators.</p> <p>4. Calendar days correspond to a 24-hour period, from midnight to midnight.</p> <p>5. Bureau: Only requirements under \$25,000 (including applicable taxes) may be handled by the Bureau.</p> <p>* If there are fewer Suppliers for a specific requirement, Canada will invite all the Prequalified Active Suppliers on the list.</p>				

3. Selection Process for Suppliers Invited to Participate in Bid Solicitations

- 3.1 Selection of suppliers invited to participate in bid solicitations is based on the following satisfaction indicators:
- The *Quality Indicator* is the percentage arrived at by dividing the number of words delivered satisfactorily by a supplier by the total number of words delivered by the supplier, in the same field and in the same language combination, over the previous 12 months.
 - The *Timeliness Indicator* is the percentage arrived at by dividing the number of requests a supplier has delivered on time by the total number of requests delivered by the supplier, in the same field and in the same language combination, over the previous 12 months. "Requests delivered" means individual texts, texts grouped together and delivered together, sections ("chunks") of long texts delivered separately or a day of work on the part of a supplier.
- 3.2 Each language combination (French-English and English-French) includes 20 fields. For each field, there is one *Quality Indicator* and one *Timeliness Indicator*.

-
- 3.3 The supplier's satisfaction indicators for each field are based on an assessment of the supplier's service.
- 3.4 Each text translated by a supplier is evaluated by the Bureau.
- 3.5 The data on each supplier's evaluations are entered in the Bureau's contract management system.
- 3.6 The Bureau's contract management system automatically calculates the satisfaction indicators every morning at 5 a.m. (EST in the winter, EDT in the summer).
- 3.7 The cut-off for each satisfaction indicator is typically 90%. Suppliers whose satisfaction indicators are all below the cut-off (less than 90%) will not be invited to participate in bid solicitations.
- 3.8 On registering in the Translation Bureau's directory, all suppliers initially receive the satisfaction indicator of 0% for each language combination in each field in which they are registered.
- 3.9 As part of a bid solicitation and for bid evaluation purposes only, suppliers with satisfaction indicators of 0% will be assigned satisfaction indicators of 95% for the calculation of technical points.
- 3.10 If a supplier does no work in one or more fields for a period of 12 consecutive months, the satisfaction indicators for the field(s) in question will be reset to 0% for the suppliers who did not perform any work since their registration to the directory, or 95% for all other suppliers, except for the situations mentioned in 3.11 below.
- 3.11 Satisfaction indicators for a field for which a suspension has been issued under Clause 6, Suspension of Fields will be reinstated at 90% at the end of the suspension period.
- 3.12 To select suppliers who will be invited to participate in a bid solicitation, the Identified User first performs a search in the Bureau's contract management system. The Bureau's contract management system then calculates the reference period. The reference period is the 12-month period immediately preceding the date the search is performed.
- For example:
- If a search is performed on August 30, 2013, the reference period is the period from August 30, 2012, to August 30, 2013.
 - All supplier data for this period will be taken into account by the system.
 - Only those suppliers whose satisfaction indicators meet the requirements set out in the bid solicitation will be invited to bid.
- 3.11 The percentages shown in the Bureau's contract management system contain only one significant digit after the decimal point.
- The following rule is used for rounding off figures:
- If the second digit after the decimal point is less than 5, round down to the nearest tenth.
 - If the second digit after the decimal point is greater than or equal to 5, round up to the nearest tenth.
- For example:
- 78.349% becomes 78.3% (because the digit following the 3 is less than 5)

- ii. 78.350% becomes 78.4% (because the digit following the 3 is greater than or equal to 5)

Example: Method of calculating the <i>Quality Indicator</i>	
Date of search performed by Identified User	August 30, 2013
Reference period	August 30, 2012, to August 30, 2013
Total number of words translated by the supplier during the reference period	131,308
Subtract number of words deemed unsatisfactory	-28,595
Total number of words translated satisfactorily by the supplier	102,713
Divide the total number of words translated satisfactorily by the total number of words translated, and multiply by 100.	78.2%

4. Unsatisfactory Performance With Respect to Quality and Timeliness

- 4.1 Work is deemed unsatisfactory if it does not meet the Quality Standards in Annex D.
- 4.2 A contractor who fails to meet the Quality Standards will receive a notice of unsatisfactory performance.
- 4.3 In accordance with article 09 of the [2035](#) (2016-04-04) General Conditions - Higher Complexity - Services, the Project Authority may require the Contractor to redo the unsatisfactory work.
- 4.4 If the Project Authority requires the Contractor to redo the work and the new work is deemed satisfactory, the unsatisfactory evaluation with respect to quality will not be entered in the Contractor's file and will therefore have no impact on the Contractor's satisfaction indicators.
- 4.5 If the Project Authority requires the Contractor to redo the work and the new work is deemed unsatisfactory, the unsatisfactory evaluation with respect to quality will stand and will be entered in the Contractor's file.
- 4.6 A contractor who delivers a job late automatically receives an unsatisfactory performance evaluation with respect to timeliness.
- 4.7 An unsatisfactory performance evaluation has an impact on the satisfaction indicators.

5. Challenge Mechanism

- 5.1 From the date indicated on the notice of unsatisfactory performance, the Contractor has 10 working days to challenge the evaluation, failing which it shall be deemed to have accepted the unsatisfactory evaluation.
- 5.2 The challenge request must be submitted by email.
- 5.3 The challenge request must be sent to the Project Authority.
- 5.4 The challenge request must include the following:
- (a) Contractor's name;
 - (b) Contract number;
 - (c) Notice of unsatisfactory performance;
 - (d) Name of Project Authority;

- (e) Contractor's reasons for challenging the unsatisfactory evaluation;
 - (f) Evidence that the unsatisfactory evaluation is unjustified.
- 5.5 From the date indicated on the notice of unsatisfactory performance, the Project Authority has 20 working days to notify the Contractor whether or not the unsatisfactory evaluation stands.
- 5.6 If the Project Authority upholds the unsatisfactory evaluation, the Contractor may appeal to the Contracting Authority.
- 5.7 From the date indicated on the notice of unsatisfactory performance, the Contractor has 25 working days to appeal to the Contracting Authority, failing which it shall be deemed to have accepted the unsatisfactory evaluation.
- 5.8 A challenge request sent to the Contracting Authority must follow the steps outlined in clauses 5.2, 5.3 and 5.4 and include the Project Authority's response.
- 5.9 From the date indicated on the notice of unsatisfactory performance, the Contracting Authority has 30 working days to notify the Contractor whether or not the unsatisfactory evaluation stands. The Contracting Authority's response is final.

6. Suspension of Fields

- 6.1 On the third unsatisfactory evaluation in a given field for a specific contract, Canada may terminate the contract. When a contract is terminated, Canada may suspend the field(s) in which the supplier received the unsatisfactory evaluations for a period of 12 consecutive months. If a supplier has one or more of its fields suspended, the supplier will not be invited to participate in bid solicitations that involve the field(s) in question. The suspension will take effect on the date of the suspension notice.
- 6.3 If a supplier incurs three terminations over a continuous period of five years or less, Canada may apply a suspension of 24 consecutive months to the field(s) in respect of which the supplier received the unsatisfactory evaluations leading to the terminations. The suspension will take effect on the date of the last termination notice.
- 6.4 Nothing in this section infringes upon the rights and remedies to which Canada may otherwise be entitled under the Contract.

7. Word Counts – Translation

One translation tool used by the Translation Bureau is a translation memory, which saves the Bureau having to retranslate previously translated segments and ensures greater consistency in client terminology. In addition to the source text, the Contractor receives one or more .tmx files (universal files containing data useful for the translation of a text and compatible with all translation memory software) and the analysis report on which the source text word count is based.

7.1 Definitions

The following definitions apply to the word count process:

- (a) Word: An unbroken series of characters, including figures.
- (b) Segment: A string of words beginning with a capital letter and ending with a period or return.

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File No. - N° du dossier
504zfEN966-140305

Buyer ID - Id de l'acheteur
504zf
CCC No./N° CCC - FMS No./N° VME

- (c) Match A segment already translated in full or in large part (75% or more) found in a translation memory.
- (d) Repetition The recurrence of identical segments within a given text or set of texts. The first occurrence of each segment that repeats is counted as a new segment requiring translation.

7.2 Word Count Process

- (a) The word count process is used to establish the pricing basis.
- (b) The supplier is paid on the basis of the number of weighted words.
- (c) The weighting is done by the Bureau's translation memory.
- (d) The Bureau's translation memory calculates the match and repetition rates.
- (e) The match and repetition rates are calculated as follows:
- i. Total number of words in segments with a match rate of 100% (exact matches), including repetitions x 0.25
 - ii. Total number of words in segments with a match rate of between 75% and 99% (fuzzy matches) x 0.50
 - iii. Total number of words in new segments (0% to 74% match) remains as is.

CALCULATION EXAMPLE: 10,553-WORD TEXT			
	Word Count	Conversion Factor	Weighted Word Count
Exact matches (segments with a match rate of 100%), including repetitions	4,646	0.25	1,162
Fuzzy matches (segments with a match rate of between 75% and 99%)	4,749	0.50	2,375
New segments	1,158	None	1,158
TOTAL	10,553		4,695
The pricing basis is 4,695 weighted words.			

- (f) The Contractor shall translate new segments and revise exact and fuzzy matches to ensure that the translation proposed by the translation memory is accurate and that the style and level of language are appropriate.
- (g) If the calculation cannot be performed using the word count process above, a separate process, to be identified in the resulting contract, will be used.

7.3 Elements Included in the Word Count

The following table shows which elements are included in the word count generated by the Bureau's Analyzer and which are not.

Elements	Included*
Bullets and automatic numbering	No
Comments	Yes

Content of all Excel and Visio tabs	Yes
Headers and footers	Yes
Hidden text (Word)	No
Hyperlink tooltips	No
Images	No
Integrated org charts made with publishing software	No
Nested Excel tables	No
Notes pages (PowerPoint)	Yes
PDFs (image format)	No
PDFs (text format—editable content)	Yes
“Personalized” sections in dynamic forms	Yes
Smart Art sections (PowerPoint 2007) e.g. Vertical chevron list or horizontal bulleted list	Yes, if the images have been ungrouped and the word count recalculated
Tables	Yes
Text boxes	Yes
Text boxes integrated into image data	Yes
Tracked changes (automatically accepted by the Analyzer)	Yes
*If the content of excluded elements requires translation, it will be manually added to the weighted word count.	

7.4 Specific Rules for Word Counts

Spaces serve as word separators;	Except between figures.
	Except before a non-alphanumeric character.
Commas do <u>not</u> serve as word separators;	Except where immediately followed by a space.
	Except where immediately followed by a new line character.
Periods do <u>not</u> serve as word separators;	Except where immediately followed by a space.
	Except where immediately followed by a new line character.
Non-alphanumeric characters do <u>not</u> serve as word separators;	Except where they are immediately preceded AND followed by a string of exclusively alphanumeric characters (which may be preceded or followed by a space).
Hyphens do <u>not</u> serve as word separators;	Not applicable.
Apostrophes serve as word separators;	Not applicable.
Note	Two or more spaces count as a single space for the processing in question.

7.5 Word Count for Figures

Figure Format	Example	Word Count if Stand-Alone	Word Count if Included in a Sentence
Figure without spaces	1000000	0	1
Figure with hard space(s)	1 000 000	0	3
Figure with soft space(s)	1 000 000	0	3
Figure with comma(s) (to separate triads)	1,000,000	0	1
Figure without spaces followed by a symbol (e.g. \$, %, °C), with an intervening hard or soft space	1000000 \$	0	2
Figure with hard space(s) followed by a symbol (e.g. \$, %, °C), with an intervening hard or soft space	1 000 000 \$	0	3
Figure with soft space(s) followed by a symbol (e.g. \$, %, °C), with an intervening hard or soft space	1 000 000 \$	0	4
Figure without spaces followed by a symbol (e.g. \$, %, °C), with no intervening space	1000000\$	0	1
Figure with hard space(s) followed by a symbol (e.g. \$, %, °C), with no intervening space	1 000 000\$	0	3
Figure with soft space(s) followed by a symbol (e.g. \$, %, °C), with no intervening space	1 000 000\$	0	3
Figure with comma(s) preceded by a symbol (e.g. \$, %, °C), with no intervening space	\$1,000,000	0	1
Figure accompanied by a word	1 million	2	2

8. Word Counts – Transcription and Desktop Publishing

For Senate committees, the word count is calculated on the basis of the target text (with no conversion factor) using Word 2010.

For House committees, the word count is calculated on the basis of the target text (with no conversion factor) using a report produced by PRISM; the word count (with no conversion factor) is provided by the Project Authority after receiving the transcriptions and no later than 18 hours after the scheduled delivery time.

9. Submission of Bids

Using the templates provided with the SA bid solicitation, the selected active suppliers will be invited to submit a bid to the Contracting Authority, as instructed in the SA bid solicitation. Depending on the templates provided, the bid solicitation may include response templates for mandatory, rated or financial criteria, as well as mandatory certifications.

10. Evaluation of Bids

The Identified User will evaluate the qualifications and experience of the qualified active supplier, as represented in the qualified active supplier's bid, against the requirements set out in the SA bid solicitation.

11. Evaluation of Price and Basis of Selection

The qualified active supplier's price, as presented in the qualified active supplier's financial bid, will be evaluated in accordance with the requirements set out in the SA bid solicitation. The prequalified active supplier will be selected in accordance with the selection method identified in the SA bid solicitation. Canada reserves the right to evaluate bid solicitations issued under the SA framework on the basis of:

- (a) the lowest-priced responsive bid;
- (b) point-rated criteria which consider technical merit and price; or
- (c) some other evaluation method to be defined in the applicable SA bid solicitation.

12. Awarding of Contracts

In accordance with the method of selection stated in the SA bid solicitation, a contract will be issued by the Contracting Authority to authorize the qualified active supplier to proceed with the services. The qualified active supplier shall not undertake any of the specified services unless and until a contract is authorized by the Contracting Authority. Upon receipt of the Contract, the qualified active supplier must sign the Contract and return it to the Contracting Authority. It is understood and agreed that the qualified active supplier shall not commence any services until so authorized by the Contracting Authority. The supplier agrees to perform only individual contracts awarded by the Contracting Authority pursuant to this SA that do not exceed the applicable contract limitations.

13. Discontinuation of Bid Solicitation Process

Until contract award, a prequalified active supplier may withdraw its bid at any time, in which event the Identified User will no longer consider the supplier's bid, but will consider all the others. The Identified User may cancel the bid solicitation process at any time and reissue the same or a similar bid solicitation process thereafter.

C. RESULTING CONTRACT CLAUSES

1. General

The General Conditions [2035](#) for higher complexity services apply to any resultant contract under this Supply Arrangement. The resulting contract clauses are available at the following address: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

2. Liquidated Damages

If any part of the work is not to the satisfaction of Canada, without restricting any other right of Canada under the Contract, Canada may elect to use and pay for that part of the work that is satisfactory in accordance with the basis of payment.

For the part of the work that is not satisfactory Canada may, at its entire discretion, require correction or replacement of the work by another source, including in-house resources. In such a

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Buyer ID - Id de l'acheteur
504zf
CCC No./N° CCC - FMS No./N° VME

case, the Contractor will be required to pay Canada liquidated damages at the rate of \$_____ per hour multiplied by the number of hours required to have the work corrected or replaced.

The total amount of the liquidated damages must not exceed the amount of the submitted invoice.

The Contractor agrees that the amount stated above is the best pre-estimate of the loss to Canada in the event of such failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.

ANNEX A

STATEMENT OF WORK

1. CATEGORY DESCRIPTION

1.1 Official Languages Translation

The service requirement is for English-French and French-English translation of general, institutional or specialized texts relating to the programs and operations of Parliament, the judiciary and Government of Canada departments and agencies.

The Bureau is open for business mainly from Monday to Friday, 8:00 a.m. to 5:00 p.m., but also provides after-hours emergency service.

The Translation Bureau has a requirement for English-French and French-English translation services, to be provided on an as-and-when-requested basis or for ad-hoc requests.

2. DESCRIPTION OF FIELDS – OFFICIAL LANGUAGES TRANSLATION

Source texts in official languages are general, institutional or specialized in nature. They relate to the programs and operations of the federal government, Parliament and the judiciary in all Government of Canada business lines.

Texts for translation fall into one of **63 fields**.

Fields	Definition
General and Administrative texts	General or administrative documents relating to various Government of Canada business lines, requiring general translation skills
INSTITUTIONAL FIELDS	
Requires translation skills as well as knowledge in the field of work.	
Indigenous	Documents relating to Indigenous peoples (social, economic or political development, implementation of legislation, or program administration)
Real Property	Documents relating to accommodation, real property management or appraisal, land or property transfers
Police forces (RCMP)	Documents relating to criminology, more specifically to police forces
Border services	Documents relating to criminology, more specifically to border services
Public safety	Documents relating to criminology, more specifically to emergency preparedness, national security and intelligence methods
Correctional Services	Documents relating to criminology, more specifically to

Fields	Definition
	correctional services
Parliamentary Proceedings	Documents relating to parliamentary proceedings, Canadian politics or the Canadian parliamentary system
Employment	Documents relating to human resources management, employment or social security
Immigration	Documents relating to immigration, refugee status, Canadian citizenship, passport and visa application processes, and related systems and programs
Software, applications and hardware	Documents relating to information technology
Government contracts and procurement	Documents relating to government contracts, contract administration and government procurement policies or strategies
Military - Air element	Documents relating to the Royal Canadian Air Force
Military - Land element	Documents relating to the Canadian Army
Military - Sea element	Documents relating to the Royal Canadian Navy
Political sciences and diplomacy	Documents relating to politics or diplomacy
Sociology	Documents relating to sociology or education
Arts and culture, museology and heritage, sports and recreation	Documents relating to music, literature, performing arts, visual arts, museology, recreation, sports, library science or history
Air transport	Documents relating to air transport, including air traffic control
Marine transport	Documents relating to marine transport, including marine navigation
Rail transport	Documents relating to rail transport
Road transport	Documents relating to road transport
SPECIALIZED FIELDS	
Requires translation skills as well as knowledge and skills in the specific field of work.	
Animal and plant biology	Documents relating to animal or plant biology
Forestry and silviculture	Documents relating to forestry or silviculture
Biotechnology and genetics	Documents relating to biotechnology or genetics
Fisheries and aquaculture	Documents relating to fisheries or aquaculture
Commercial law and copyright	Documents relating to the administration of justice or the law, more specifically to commercial law or copyright
Courts and administrative law	Documents relating to the administration of justice or the law, more specifically to the courts or administrative law
Constitutional law, criminal law, Indigenous law and family law	Documents relating to the administration of justice or the law, more specifically to constitutional, criminal, Indigenous or family law
Tax law and civil law	Documents relating to the administration of justice or the law, more specifically to tax law or civil law
Maritime law and labour law	Documents relating to the administration of justice or the law, more specifically to maritime law or labour law
Collective agreements, national and international agreements and	Documents relating to the administration of justice or the law, more specifically to collective, national or international

Fields	Definition
contracts	agreements and contracts
Banking and compensation	Documents relating to financial or budgetary management, government accounting or auditing, taxation, customs, economics, finance, applied statistics or econometrics
Land and railway vehicles	Documents relating to land and railway vehicles, particularly the mechanical aspect of these vehicles
Aircraft construction and flight mechanics	Documents relating to aircraft construction, flight mechanics or flying
Boat and ship building and marine engineering	Documents relating to boat and ship building or marine engineering
Machines and tools	Documents relating to machines or tools
Weapons systems	Documents relating to weapons systems
Medicine	Documents relating to medicine or its specialties
Health promotion (and OHS component)	Documents relating to health promotion, including occupational health and safety
Veterinary medicine	Documents relating to veterinary medicine
Dentistry	Documents relating to dentistry
Fossil-fuel based and renewable energy	Documents relating to energy from fossil fuels or renewable sources
Nuclear energy	Documents relating to nuclear energy
Ecology and environment	Documents relating to ecology or the environment
Production of primary animal or plant products	Documents relating to agriculture (production of primary plant products) or livestock (production of primary animal products); does not include fisheries or aquaculture
Agri-food: production and industry	Documents relating to agri-food (processing or industry)
Geology and related fields	Documents relating to the physical aspects or evolution of the Earth, more specifically to geology
Oceanology	Documents relating to the physical aspects or evolution of the Earth, more specifically to oceanology
Atmosphere, meteorology	Documents relating to the physical aspects or evolution of the Earth, more specifically to the atmosphere and meteorology
Geodesy and remote sensing	Documents relating to geodesy or remote sensing
Chemistry	Documents relating to the pure sciences, more specifically to chemistry
Physics (astronomy, astrophysics)	Documents relating to the pure sciences (physics), more specifically to astronomy or astrophysics
Aerospace	Documents relating to aerospace
Mathematics	Documents relating to the pure sciences, more specifically to mathematics
Textile and clothing industry	Technical documents relating to the textile or clothing industry
Wood industry	Technical documents relating to the wood, paper, furniture or printing industry
Mining industry	Technical documents relating to the mining industry

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Fields	Definition
Materials industry	Technical documents relating to the materials industry
Broadcasting and radiocommunications, telephony and telematics	Technical documents relating to telecommunications, including broadcasting, radiocommunications, telephony and telematics
Electricity and electronics	Technical documents relating to the theories or principles of electricity or electronics, as well as the construction, operation or maintenance of electrical or electronic equipment
Construction, buildings and civil engineering	Technical documents relating to building construction, land use or civil engineering
Metrology	Technical documents relating to metrology

APPENDIX 1 TO ANNEX A

MINIMUM QUALIFICATION AND EXPERIENCE CRITERIA

1. OFFICIAL LANGUAGES TRANSLATION

The tables below lay out the minimum qualifications and experience criteria by field for each resource proposed by the Bidder.

When soliciting bids, Canada may, at its discretion, include additional qualification and experience criteria.

2. SUPPORTING DOCUMENTATION

According to the qualifications criteria required, the supplier must provide for each proposed resource one of the following:

- a) A copy of a university degree; or
- b) A copy of the certificate of affiliation to a professional association.

3. DEFINITION

The following definition applies to the qualification and experience criteria for all fields.

Recognized university: a university that is recognized by the ministry of education of a Canadian province or by an academic credential assessment and qualification recognition organization listed on <http://www.cicic.ca/>.

Certification: a professional certificate issued by l'Ordre des traducteurs, terminologues et interprètes agréés du Québec (OTTIAQ) or a provincial or territorial professional association affiliated with the Canadian Translators, Terminologists and Interpreters Council (CTTIC).

Table 1 – Translation Experience – Tier 2 and Tier 3

ADMINISTRATIVE FIELD	Qualification and Experience Criteria
	<p>For evaluation purposes, translation experience for each resource is defined as follows:</p> <ul style="list-style-type: none"> • For English to French translation, the supplier must demonstrate translation experience in any fields of at least 300,000 words over the last five years as of March 1st 2013 to March 31st 2018. • For French to English translation, the supplier must demonstrate translation experience in any fields of at least 300,000 words over the last five years as of March 1st 2013 to March 31st 2018.
General and Administrative texts	<ul style="list-style-type: none"> • Be a certified member in good standing of the Ordre des traducteurs, terminologues et interprètes agréés du Québec (OTTIAQ) or a provincial or territorial professional association affiliated with the Canadian Translators, Terminologists and

	<p>Interpreters Council (CTTIC). AND Demonstrate translation experience in any field</p> <p>OR</p> <ul style="list-style-type: none"> • Hold a bachelor's degree in translation from a recognized university. <p>AND Demonstrate translation experience in any field.</p>
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INSTITUTIONAL FIELDS	<p>Qualification and Experience Criteria <i>Fields requiring translation skills and field-specific knowledge</i></p> <p>For evaluation purposes, translation experience for each resource is defined as follows:</p> <p>For English to French translation, the supplier must demonstrate translation experience in the field selected of at least 300,000 words over the last five years as of March 1st 2013 to March 31st 2018.</p> <p>For French to English translation, the supplier must demonstrate translation experience in the field selected of at least 100,000 words over the last five years as of March 1st 2013 to March 31st 2018.</p>
	<ul style="list-style-type: none"> • Be a certified member in good standing of the Ordre des traducteurs, terminologues et interprètes agréés du Québec (OTTIAQ) or a provincial or territorial professional association affiliated with the Canadian Translators, Terminologists and Interpreters Council (CTTIC). <p>AND Demonstrate experience in translating documents in the field as per the Description of Fields – Official Languages Translation, at Annex A.</p> <p>OR</p> <ul style="list-style-type: none"> • Hold a bachelor's degree in translation from a recognized university. <p>AND Demonstrate experience in translating documents in the field as per the Description of Fields – Official Languages Translation, at Annex A.</p>

SPECIALIZED	Qualification and Experience Criteria
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FIELDS	<p><i>Fields requiring translation skills and field-specific knowledge and skills</i></p> <p>For evaluation purposes, translation experience for each resource is defined as follows:</p> <ul style="list-style-type: none">• For English to French translation, the supplier must demonstrate translation experience in the field selected of at least 100,000 words over the last seven years as of March 1st 2011 to March 31st 2018.• For French to English translation, the supplier must demonstrate translation experience in the field selected of at least 100,000 words over the last seven years as of March 1st 2011 to March 31st 2018.
	<ul style="list-style-type: none">• Be a certified member in good standing of the Ordre des traducteurs, terminologues et interprètes agréés du Québec (OTTIAQ) or a provincial or territorial professional association affiliated with the Canadian Translators, Terminologists and Interpreters Council (CTTIC). <p>AND</p> <p>Demonstrate experience in translating documents in the field as per the Description of Fields – Official Languages Translation, at Annex A.</p> <p>OR</p> <ul style="list-style-type: none">• Hold a bachelor's degree in translation from a recognized university. <p>AND</p> <p>Demonstrate experience in translating documents in the field as per the Description of Fields – Official Languages Translation, at Annex A.</p>

ANNEX B

QUALITY STANDARDS

1. Definitions

In these quality standards, the following terms shall have the following meanings.

1.1 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.

1.2 Transcription

The act of converting the spoken content of audio files or tape recordings into an electronic text document. The files for transcription include dictated translations and recordings of conference calls or webinars and are in English, French or, occasionally, Aboriginal or foreign languages.

1.3 Desktop Publishing

Act of laying out and formatting electronic documents. The main software applications used are the MS Office suite, the WordPerfect suite, Lotus Word Pro and Visio.

1.4 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.

1.5 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.

1.6 Guidelines With Respect to Preferential Use

All instructions provided to the supplier 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.

2. 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 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:
 - i. 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:
 - i. 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:
 - i. if the source text contains an initialism or acronym, the supplier 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.

3. QUALITY STANDARDS FOR TRANSCRIPTION AND DESKTOP PUBLISHING

The quality standards below apply to all transcription and desktop publishing 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) deliver work that adheres to formatting rules that include:
 - i. preserving the page layout;
 - ii. using the same font as in the source text;
 - iii. rendering hyperlinks accurately;
 - iv. making optimal use of the features of the software being used;
- (c) deliver work that is consistent with spelling, grammar and agreement rules;
- (d) deliver work that accurately reflects the dictation;
- (e) deliver work that is consistent with the rules set out in the following reference works:
 - i. the latest edition of *The Canadian Style*;
 - ii. the *Triguide*;
 - iii. *Sticky Notes*;
 - iv. the Table of Conventions;

Note: If the above documents should happen to disagree, the *Triguide* takes precedence for all documents for parliamentary committees, while *The Canadian Style* takes precedence for any other documents.

- (f) do the necessary research on the Internet and in any other relevant source, exercising discretion.

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ANNEX C

PERIODIC USAGE REPORT

Once the Supply Arrangements are issued, suppliers will receive by email the most recent Periodic Usage Report Template. The report will be sent within thirty (30) days prior to the end of each period.

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ANNEX D

BID SOLICITATION TEMPLATE

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ANNEX E
SUMMARY OF CHANGES TO THE RFSA
EXPLANATION OF CHANGES RETAINED AND CHANGES NOT RETAINED



BID SOLICITATION / DEMANDE DE SOUMISSIONS		
<p>The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.</p> <p>This bid solicitation is issued in accordance with the conditions of Supply Arrangement No. EN966-140305. Only suppliers who are pre-qualified and have been issued a supply arrangement at the time this bid solicitation is issued are eligible to bid.</p> <p>Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.</p> <p>Cette demande de soumissions est émise conformément aux conditions de l'arrangement en matière d'approvisionnement numéro EN966-140305. Seuls les fournisseurs qui sont pré-qualifiés et auxquels un arrangement en matière d'approvisionnement a été émis au moment où cette demande de soumissions est émise peuvent présenter une soumission.</p>		
Solicitation no. / N° de la demande		
Date of solicitation / Date d'envoi de la demande		
Address inquiries to / Adresser toute demande de renseignements à :		
SECURITY REQUIREMENTS / EXIGENCES RELATIVES À LA SÉCURITÉ		
YES or NO		
SOLICITATION CLOSES / LA DEMANDE PREND FIN		
at / à :	on / le :	Time zone / Fuseau horaire
2 :00 P.M.	(insert date)	Eastern Daylight saving time
		Eastern Standard Time
RETURN BIDS TO: / RETOURNER LES SOUMISSIONS AU :		
<p>Bid Receiving - PWGSC / Réception des soumissions – TPSGC 11 Laurier St. / 11, rue Laurier - Place du Portage, Phase III Core 0B2/ Noyau 0B2 Gatineau (Québec) K1A 0S5 Bid Fax: (819) 997-9776 Epost/Connexion postal:</p> <p>To inform the Bid Receiving Unit of your interest in bidding via ePost Informer l'Unité de réception des soumissions de votre intérêt à soumissionner via Connexion postal. TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca</p>		
Nom de l'agent contractuel :		
Linguistics Services Division ZF		
Public Works and Government Services Canada		
Telephone :		
E-mail :		
TO BE COMPLETED BY THE FIRM / À REMPLIR PAR L'ENTREPRENEUR		
Firm Legal Name / Nom légal de l'entrepreneur		
Address of the firm / Adresse de l'entrepreneur		
Person authorized to sign on behalf of firm (type or print) / Personne autorisée à signer au nom de l'entrepreneur (taper ou écrire en caractères d'imprimerie)		
Name / Nom		
Title / Titre		
Telephone / Téléphone		



Signature	
Date	
Firm's Representative / Représentant de l'entrepreneur	
Name / Nom	
Telephone / Téléphone	
Email / Courriel	

Title: Translation Services from English to French (*or French to English*) for **(insert Field(s))**.

PART 1 – INFORMATION AND INSTRUCTIONS

1. Security requirements

There is no security requirement associated with this bid solicitation.

OR

There is a security requirement associated with this requirement. For more information, consult Part 1 – Information and instructions, **clause 9**, Security requirements, and Part 2 – Resulting contract clauses.

1.1 Bidder’s proposed premises requiring safeguard measures

As indicated in Part 1, **clause 9** – Security requirement, the bidder must provide the required information below on the bidder’s proposed premises for which safeguard measures are required for work performance.

Address
Street number / Street name, Unit/Suite/Apartment Number
City, Province/Territory/State
Postal code / Zip code
Country

1.2 E-Post

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation for bid submission. Bidders must refer to paragraph 3 of the bid solicitation entitled **Instructions to bidders for further information**.

2. Summary of requirement

The delivery of translation services from English to French (*or from French to English*), as and when requested, in the field of “*specify the field (one field per contract; do not use the acronym)*”, with a volume of up to xxxx words (*enter the total volume for the contract*), for the Translation Bureau.

A bidder may obtain only one (1) contract from this bid solicitation.

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

OR

The delivery of translation services from English to French (*or from French to English*), as and when requested, in the field of “*specify the field*”, with a volume of up to XXXX words for the Translation Bureau.

The Contracting Authority may meet this requirement in whole or in part by awarding one, two or three contracts, each with a volume of up to XXXX words, distributed as follows: XXXX words for the initial period of one (1) year and up to XXXX words over each of the two (2) one-year option. (*to change numbers based on requirement*)

Text to be added for Parliamentary Proceedings

The texts are in English to be translated into French, however they can contain texts in French to be translated into English (or English to French) (E.g. from 100 to 2,000 words to be translated to English for every 30,000 words). It must be indicated in the contractor's offer, whether or not the contractor commits to translate the texts from French to English, under the terms and conditions of the contract.

2.1 Performance of work

This is a **day contract**, for working days, that is, from Monday to Friday inclusive.

OR

This is a **day contract**, for the following days: Saturdays, Sundays and statutory holidays.

OR

This is a **day contract**, calendar days from Sundays to Saturdays including statutory holidays.

OR

This is an **evening contract**, for working days, that is from Monday to Friday inclusive.

3. 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](#) 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.

Competitive requirements: The [2003](#) (insert date) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

Non-competitive requirements: The [2004](#) (insert date) Standard Instructions – Goods or Services – Non-competitive Requirements are incorporated by reference into and form part of the bid solicitation.

“Paragraph 4 of article 01 – Integrity provisions – Bid of standard instructions [2003](#) (insert date) (**OR** [2004](#), (insert date) **non-competitive requirements**)) incorporated above by reference is completely deleted and replaced with the following:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the bidder, or the name of the owner, at the time of submitting an arrangement under the request for supply arrangement (RFSA). These bidders must diligently inform Canada in writing of any changes affecting the list of directors during this procurement process as well as during the contract period.

Canada may, at any time, request that a bidder provide properly completed and signed consent forms ([Consent to a Criminal Record Verification form](#) – PWGSC-TPSGC 229) for any or all

individuals aforementioned within the time specified. Failure to provide such consent forms and associated information within the time frame provided, or failure to co-operate in the verification process, will result in the bid being declared non-responsive.

The 2003 standard instructions is amended as follows:

- Section 5, entitled Submission of bids, is amended as follows:
 - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
 - subsection 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) identified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
 - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
- Section 6, entitled Late bids, is deleted entirely and replaced with the following: "PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation's epost Connect service, the bid will be returned. For bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late bid will be deleted."
- Section 07, entitled Delayed bids, is amended as follows:
 - Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity."
- Section 8, entitled Transmission by facsimile, is deleted and replaced by the following:

"Transmission by facsimile or by epost Connect

 1. Facsimile
 - a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
 - b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
 - i. receipt of garbled or incomplete bid;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid; or
 - vii. security of bid data.
 - c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.
 2. ePost Connect
 - a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service provided by Canada Post Corporation](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) (https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a).
 - b. To submit a bid using epost Connect service, the Bidder must either:

- i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
- ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the solicitation closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access the message within the conversation, and the Bidder can reply to the email notification by transmitting its bid.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca. The solicitation number must be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids."

"Paragraph 4 of article 05 – Submission of Bids– Bid of standard instructions [2003](#) (2016-04-04) (**OR** [2004](#) (2016-04-04)) incorporated above by reference is completely deleted and replaced with the following:

1. Bids will remain open for acceptance for a period of not less than 90 days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

"Paragraph 4 of article 05 – Submission of Bids– Bid of standard instructions [2003](#) (2016-04-04) (**OR** [2004](#) (2016-04-04),) incorporated above by reference is completely deleted and replaced with the following:

4. Bids will remain open for acceptance for a period of not less than 180 days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

4. **Submission of bids**

- 4.1 Bid submissions **must be delivered** to the Bid Receiving - PWGSC address on or before the closing date and time identified on the first page of the bid solicitation, if not, they will be declared non responsive. All Bid submissions received by e-mail will also be declared non responsive.

4.2 **Bid preparation instructions**

Non-competitive: Bids must be submitted in PDF format to the address indicated on the first page of the bid solicitation.

Competitive: The bid must be submitted either by mail or by fax to the address indicated on the first page of the bid solicitation.

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

If the Bidder is simultaneously providing a hard copy of the bid using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (____ hard copies) (if applicable, add "and ____ soft copies on ____", and specify the medium such as CD, DVD or USB key)

Section II: Financial Bid (____ hard copies) (if applicable, add "and ____ soft copies on ____", and specify the medium such as CD, DVD or USB key)

Section III: Certifications (____ hard copies) (if applicable, add "and ____ soft copies on ____", and specify the medium such as CD, DVD or USB key)

Section IV: Additional Information (____ hard copies) (if applicable, add "and ____ soft copies on ____", and specify the medium such as CD, DVD or USB key)

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

Bids must include:

- a) Duly completed first page of the bid solicitation;
- b) **Annex E** – Duly completed certifications (bidders must provide the required certifications and associated information to be awarded a contract);
- c) **Annex B** – Duly completed Basis of Payment.

5. Certifications precedent to contract award

Bidders must provide the required certifications and related information in **Annex E** to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the bidder is found to be untrue, knowingly or not, 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 with a request or requirement of the contracting authority will also render the bid non-responsive or will constitute a default under the contract.

5.1 Integrity provisions – Associated information

By submitting a bid, the bidder certifies that the bidder and its affiliates are in compliance with the provisions as stated in section 01 – Integrity Provisions – Bid of General Instructions [2003](#) (insert date) (**OR** [2004](#) (insert date),). The related documentation required by integrity provisions will assist Canada in confirming that the certifications are true.

5.2 Federal Contractors Program for employment equity – Bid certification

By submitting a bid, the bidder certifies that the bidder, and any of the bidder's members if the bidder is a joint venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list available from the website of [Employment and Social Development Canada \(ESDC\) – Labour](#).

Canada will have the right to declare a bid non-responsive if the bidder, or any member of the bidder if the bidder is a joint venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

5.3 Former public servant certification – Competitive requirements – Bid

Contracts with former public servants (FPSs) in receipt of a pension or of a lump-sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPSs, bidders must provide the information required below before contract award. If the answers to the questions and, as applicable, the information required, have not been received by the time the evaluation of offers 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.

OR

5.3 Former public servant – Non Competitive requirements – Bid

Contracts with former public servants (FPSs) in receipt of a pension or of a lump-sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPSs, bidders must provide the information required below before contract award. If the answers to the questions and, as applicable, the information required, have not been received by the time the evaluation of offers 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.

5.4 Certification – Canadian Content

This procurement is limited to Canadian services.

The Bidder certifies that: the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information to determine the Canadian content for products, more services or a combination of products and services, consult Annex 3.6 (9), Example 2 of the [Supply Manual](#).

5.5 Certification – Applicable laws

In [Annex E](#) 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.

5.6 Certification – Identified persons

The contractor must provide, at [Annex E](#), the names of people who will perform the work indicated in the contract.

6. Enquiries – Bid solicitation

All enquiries must be submitted to the contracting authority no later than five (5) calendar days before the date of bid closing. Enquiries received after that time may not be answered.

7. Evaluation procedures

Bids will be evaluated in accordance with the entire requirement of the bid solicitation, including the technical and financial evaluation criteria specified below.

7.1 Technical evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

7.2 Financial evaluation

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

7.2.1 The volumetric data included in the pricing schedule detailed in Annex B are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

7.2.2 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Annex B, Basis of Payment (including initial period and options if applicable).

7.2.3 Unit Price per Word

7.2.3.1 The unit price per word must be presented in dollar form and have a maximum of two decimals. Bids with more than two decimals will be rejected.

7.3 Basis of selection

Option 1

Basis of Selection – Lowest Evaluated Price

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

If two bids are equal, the contract will be awarded to the vendor whose average of both satisfaction indicators is higher in the field indicated in the bid solicitation. (See example below).

In the event that suppliers who have submitted similar offers also have the same satisfaction indicators, Canada will proceed by doing a draw before two witnesses to award the contract.

Upon termination of a contract due to a default by the contractor during the period of validity of bids in accordance with Standard Instructions 2003, Canada may award a contract to the next ranked supplier who submitted a responsive bid.

Example:

Contractor	Specialty: Criminology	
	Satisfaction index Quality	Satisfaction index Meeting deadlines
Contractor 1	90.3%	90.6%
Contractor 2	90.2%	91.3%
Calculation method		
Contractor 1	$(90.3\% + 90.6\%) \div 2 = 90.45\%$	
Contractor 2	$(90.2\% + 91.3\%) \div 2 = 90.75\%$	
Result: The contract will be awarded to Contractor 2.		

Option 2

Basis of Selection - Highest Combined Rating of Technical Merit [65%] and Price [35%]

1. To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) hold satisfaction indicators of at least 90% in the field of work identified in the bid solicitation.

2. Bids not meeting 1(a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

3. The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i):

$$PS_i = LP / P_i \times 35. P_i \text{ is the evaluated price (P) of each responsive bid (i).}$$

Example of calculation:

Bidders	Evaluated Price (Pi)	Calculation of the Pricing Score	Pricing Score (PS)
Bidder 1	125,223.00\$	$125,223.00 / 125,223.00 \times 35$	35
Bidder 2	127,350.00\$	$125,223.00 / 127,350.00 \times 35$	34.42

4. A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMS_i = OS_i \times 65$. OS_i is the overall score (OS) obtained by each responsive bid (i) by using the average of both satisfaction indicators in the field of work identified in the bid solicitation, determined as follows: total number of points obtained / maximum number of points available.

Example of calculation:

Bidders	Average of satisfaction indicators (OS)	Calculation of the technical merit score	Technical Merit Score (TMS)
Bidder 1	97.2	$97.2 / 100 \times 65$	63.18
Bidder 2	95.4	$95.4 / 100 \times 65$	62.01

5. For bid evaluation purposes only, bidders with satisfaction indicators of 0% will be assigned satisfaction indicators of 95% for the calculation of technical points.

6. The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: $CR_i = PS_i + TMS_i$.

7. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for the average of both satisfaction indicators in the field of work identified in the bid solicitation, will be recommended for award of a contract.

Example of calculation of highest combined rating:

Bidders	Pricing Score (PS)	Technical Merit Score (TMS)	Calculation of combined rating	Combined Rating (CR)
Bidder 1	35	63.18	35 + 63.18	98.18
Bidder 2	34.42	62.01	34.42 + 62.01	96.43

In this example, Bidder 1 obtained the highest combined rating therefore its bid will be recommended for contract award.

7.4 Minimum threshold required for each satisfaction indicator

- The Quality Indicator: **90% and more**
- The Timeliness Indicator: **90% and more**

7.5 Conditions for contract award

- a) To get a contract, a supplier must meet the minimum threshold required for each satisfaction indicator as stated in paragraph 7.4 above.
- b) Verification of the satisfaction indicators will be performed before contract award.

8. Price support

The bidder must provide price support as detailed in section 08 of [2004](#) (*insert date*), Standard Instructions – Goods or Services – Non-competitive Requirements.

The bidder can send this documentation to the contracting authority:

Enter our name
Enter your title:
Linguistic Services Division ZF
Professional Services Directorate
Acquisitions Branch
Public Services and Procurement Canada
Place du Portage, phase III, 10C1
11 Laurier Street
Gatineau (Quebec)
K1A 0S5
Telephone 8xx-xxx-xxxx
Facsimile 819-956-2675
Courriel : xxxx.xxxx@tpsgc-pwgsc.gc.ca

9. Security requirements

Remark to contracting authority's representative: Choose from among the following options **when the requirement includes security requirements** and the relevant clauses provided by the Canadian Industrial Security Directorate (CISD) are inserted at article 1, Part 2. Consult article [4.30.10](#) of the [Supply Manual](#).

OPTION 1 (Use this option when the bidder has until contract award to obtain the necessary security clearances)

- a) Before award of a contract, the following conditions must be met:
- i. the bidder must hold a valid organization security clearance as indicated in Part 2 – Resulting Contract Clauses;
 - ii. the bidder's individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 2 – Resulting Contract Clauses;
 - iii. the bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
(If there is a requirement for safeguard measures at the bidder's premises, add the following:)
 - iv. the bidder's proposed location of work performance and safeguarding of documents must meet the security requirement as indicated in Part 2 – Resulting Contract Clauses;
 - v. the bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 1 – Clause 1.1 – Bidder's Proposed Premises Requiring Safeguard Measures.
- b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the contracting authority.
- c) For further information on security requirements, bidders should consult the website of the [Canadian Industrial Security Directorate \(CISD\), Industrial Security Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) at Public Works and Government Services Canada. (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>)

OR

OPTION 2 *(Use this option when the bidder must hold the necessary security clearances at the date of bid closing.)*

- a) At the date of bid closing, the following conditions must be met:
- i. the bidder must hold a valid organization security clearance as indicated in Part 2 – Resulting Contract Clauses;
 - ii. the bidder's individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 2 – Resulting Contract Clauses;
 - iii. the bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
(If there is a requirement for safeguard measures at the bidder's premises, add the following:)
 - iv. the bidder's proposed location of work performance and safeguarding of documents must meet the security requirement as indicated in Part 2 – Resulting Contract Clauses;
 - v. the bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 1 – Clause 1.1 – Bidder's Proposed Premises Requiring Safeguard Measures.
- b) For further information on security requirements, bidders should consult the website of the [Canadian Industrial Security Directorate \(CISD\), Industrial Security Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) at Public Works and Government Services Canada. (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>)

10. Debriefing

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

11. Insurance requirements

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

PART 2 – RESULTING CONTRACT CLAUSES

Remark to contracting authority's representative: Choose one of the following two options. For further information, consult the website of the [Canadian Industrial Security Directorate \(CISD\), Industrial Security Program at Public Works and Government Services Canada](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html). (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) If the contract includes security requirements, insert below the clauses provided by CISD and attach the Security Requirements Check List (SRCL).

1. Security requirements

OPTION 1

There is no security requirement associated with this contract.

OR

OPTION 2

1.1 The following security requirements (SRCL and related clauses) apply and are part of the contract.

1.X Bidder's proposed premises requiring safeguard measures

The contractor must diligently keep up-to-date information on its premises for which safeguard measures are required for work performance, for the following addresses:

Address:

Street number / Street name, Unit/Suite/Apartment Number

City, Province/Territory/State

Postal code / Zip code

Country

2. Statement of work

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

2.1 Task authorization

The work or a portion of the work to be performed under the contract will be on an as and when requested basis using a task authorization (TA). The work described in the TA must be in accordance with the scope of the contract.

Should more than one contractor be awarded a contract, the texts for translation will be distributed equally among the contractors. Texts with similarities and dealing with the same subject will be assigned to the same contractor in the interests of consistency and efficiency.

2.1.1 Task authorization process

- a) The project authority will provide the contractor with a description of the tasks using the Task Authorization Form at Annex D.
- b) The task authorization (TA) will contain the details of the activities to be performed, a description of the deliverables and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable bases and methods of payment as specified in the contract.

- c) The contractor must not commence the work until a TA authorized by the project authority has been received. The contractor acknowledges that any work performed before a TA is received is done at the contractor's own risk.

2.1.2 Minimum work guarantee – All the work – Task authorizations

1. "Maximum Contract Value" means the sum specified in Contract clause 7.2 (Canada's Total Liability, Cumulative Total of all authorized TAs; and "Minimum Contract Value" means 20% 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 1.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada 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 cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.

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

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](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) Manual issued by Public Works and Government Services Canada.

3.1 General conditions

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

3.2 Identified persons

The contractor must provide the services of the following people to perform the work indicated in the contract:

3.3 Replacement of specific individuals

This clause is identical to the one in General Conditions [2035](#).

- a) 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.
- b) 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:

- i. the name, qualifications and experience of the proposed replacement; and
 - ii. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- c) 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.

4. Term of contract

4.1 Period of contract

The work must be completed from the period _____ to _____ inclusive (date of the end of the period).

The probable date of commencement of work is x enter month, 2016.

4.2 Option to extend contract

The Contractor grants to Canada the irrevocable option to extend the contract for up to one (1) OR two (2) OR three (3) additional period(s) of 6 months **OR** one (1) year under the same conditions. The Contractor agrees that during the extended period of the contract, it will be paid in accordance with the applicable provisions of the Basis of Payment.

Canada may exercise this option at any time by sending written notice to the Contractor at least thirty (30) calendar days before the date of expiry of the contract. This option may be exercised by the Contracting Authority and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Authorities

The contracting authority for the contract is

Enter our name:

Enter your title:

Linguistic Services Division ZF

Professional Services Directorate

Acquisitions Branch

Public Works and Government Services Canada

Terrasses de la Chaudière, 5th Floor

10 Wellington Street

Gatineau (Quebec)

K1A 0S5

Telephone

Facsimile

Courriel : xxxx.xxxx@tpsgc-pwgsc.gc.ca

The contracting authority is responsible for the management of the contract, and any changes to the contract must be authorized in writing by the contracting authority. The contractor must not perform work in excess of or outside the scope of the contract based on verbal or written requests or instructions from anybody other than the contracting authority.

5.2 Project authority

The project authority for the project is

Name

Telephone :

Fax :

Email:

OR

Inclure le Nom

Gestionnaire, Traduction Parlementaire

Bureau de la traduction

Travaux publics et Services gouvernementaux Canada

Édifce Vanguard

171, rue Slater

Ottawa (Ontario) K1A 0S5

Telephone :

Fax :

Email:

The project authority is the representative of the department or agency for whom the work will be performed under the contract. This individual is responsible for all issues related to the technical aspects 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.

5.3 Contractor's representative

Remark to contracting authority's representative: *(to be filled out upon contract award, in accordance with successful bidder's bid) Indicate the name provided on the cover page in the section entitled "To be filled out by the contractor."*

The contractor's representative for the contract is:

Name:

Telephone:

Email:

6. Proactive disclosure of contracts with former public servants

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

7. Payment

7.1 Basis of payment

Remark to contracting authority's representative: *Choose as the case may be and amend the basis of payment table(s) at Annex C.*

In consideration of the contractor satisfactorily completing all of its obligations under the approved task authorization (TA), the contractor will be paid a firm unit price (**OR firm hourly rates OR a firm unit price**

and firm hourly rates) as detailed in the Basis of Payment at 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 approved, in writing, by the contracting authority before their incorporation into the work.

7.2 Limit of expenditures – Cumulative total of all task authorizations

- a) Canada's total liability to the contractor under the contract for all task authorizations, inclusive of any revisions, must not exceed \$_____ (*Remark to contracting authority's representative: to be completed at contract award depending on the winner's bid*). Customs duties are included and applicable taxes are extra.
- b) No increase in the total liability of Canada will be authorized or paid to the contractor unless an increase has been approved, in writing, by the contracting authority.
- c) The contractor must notify the contracting authority in writing as to the adequacy of this sum:
 - i when it is 75 percent committed, or
 - ii four (4) months before the contract expiry date, or
 - iii as soon as the contractor considers that the sum is inadequate for the completion of the work required in all task authorizations, inclusive of any revisions.
- d) If the notification is for inadequate contract funds, the contractor must provide the contracting authority with a written estimate for the additional funds required. Provision of such information by the contractor does not increase Canada's liability.

7.3 Discretionary audit

- a) The following are subject to government audit before or after payment is made:
 - i. The amount claimed under the contract, as completed in accordance with the Basis of Payment, including time charged.
 - ii. The accuracy of the contractor's time recording system.
 - iii. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
 - iv. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the contractor has charged anyone else, including the contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
- b) Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the contractor must repay Canada the amount found to be in excess.

8. Invoicing instructions

- a) 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.
- b) The original must be forwarded to the following address for certification and payment:

Translation Bureau Procurement Centre
BTCA.TBPC@tpsgc-pwgsc.gc.ca

8.1 Additional Invoicing instructions

The contractor must submit one accurate and complete invoice per week

9. Method of 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 delivered has been accepted by Canada.

10. Certifications

10.1 Compliance

The continuous compliance with the certifications provided by the contractor in its bid and the ongoing co-operation 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 or it is determined that any certification made by the contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the contract, to terminate the contract for default.

11. Applicable laws

The contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*Remark to contracting authority's representative: to be completed at contract award depending on the winner's bid – enter the province or territory specified by the contractor in Annex B*).

12. 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 [2035](#) (insert date) Higher Complexity – Services;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex D, Security Requirements Check List (*if applicable*);
- f) the task authorizations (including all certifications);
- g) Supply Arrangement Number EN966-140305/XXX/ZF (*enter the contractor's SAN upon contract award*);
- h) the contractor's bid dated _____ (*insert date of bid*) (*if the bid was clarified or amended, insert at the time of contract award: "clarified on _____" or "as amended on _____" and insert date(s) of clarification or amendment(s) of the bid.*).

13. Damages

If some of the work is not completed to the satisfaction of Canada, without limiting the rights of Canada under the Contract, Canada may decide to use and pay for part of the work was performed satisfactorily in accordance on the basis of payment.

Regarding the unsatisfactory work, Canada may, in its sole discretion, ask someone else to amend or replace, including internal resources. In this case, the Contractor shall pay to Canada for damages based on the hourly rate of \$81.00 multiplied by the number of hours required to modify or replace the work.

The Contractor agrees that the amount mentioned above is the best estimate of the loss to Canada if the above situation occurs, it is not intended to impose a penalty and it should not be interpreted.

14. Insurance

SACC Manual clause [G1005C](#) (2016-01-28), Insurance

ANNEXE A

STATEMENT OF WORK

Translation Services from English to French (*or from French to English, depending of the case*), Upon Request, for the Translation Bureau

- A1 BACKGROUND
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 - A2.2 Reference documents
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- A6 MEETINGS

A1 BACKGROUND

The Translation Bureau is an agency of Public Works and Government Services Canada (PWGSC) charged with supporting the Government of Canada in its efforts to provide services for, and communicate with, Canadians in the official language of their choice.

This requirement is for the translation, from English into French (*or from French to English, as the case may be*), of work in the field of “*specify the field (one field per contract; do not use the acronym)*”, as and when requested, for all federal departments and agencies served by the Translation Bureau.

A2 DOCUMENTS

A2.1 Nature of texts to be translated

Insert the text from the contract request

A2.2 Reference documents

The contractor must use the reference documents as specified in the Supply Arrangement (Annex B, Quality Standards for Translation).

A2.2 Reference documents

The contractor must use the reference documents as specified in the Supply Arrangement (Annex B, Quality Standards for Translation).

The supplier shall also follow the usage and terminology rules provided by the Project Authority or his/her representative, as well as the rules of the **Triguide**, a reference document prepared by Parliamentary Committee Proceedings Division that will be provided to the supplier at the beginning of the contract. In case of any divergence among those documents, the Triguide always takes precedence.

A3 DEFINITIONS

A3.1 Field : *(insert field name)*:

A3.2 Working day: A day of the week that is normally devoted to work or professional activities (Monday to Friday) and that is not a statutory holiday.

A3.3 Calendar day: any consecutive day in the calendar.

A3.4 Statutory holidays: for the purposes of this contract, the term “statutory holiday” means

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- June 24th
- Canada Day
- Labour Day
- Thanksgiving Day

- Remembrance Day
- Christmas Day
- Boxing Day

OR

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- the first Monday in August
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

A4 DESCRIPTION OF REQUIREMENT

A4.1 General

The Translation Bureau requires translation services from English into French (*or from French to English, as the case may be*), on an as-and-when-requested basis, in the field of "*specify field*".

The requirement, estimated at approximately (*insert total volume for the contract – this does not include the option year(s)*) words: for the contract period cited in the Bid Solicitation, Part 2, 4.1 Contract period.

This volume is an estimate and in no way constitutes a commitment on the part of Canada with respect to the contractor.

A4.2 Performance of work

This is a **day contract**, for working days, that is, from Monday to Friday inclusive.

OR

It is a **day contract**, **calendar** days, from Sunday to Saturday inclusive, including holidays, and is frequently asked the contractor to work on Saturdays and Sundays.

OR

This is a **day contract**, for the following days: Saturdays, Sundays and statutory holidays, including both June 24th and the first Monday in August.

OR

This is an **evening contract**, for working days, that is from Monday to Friday inclusive.

A4.3 Daily production rate

The contractor must provide translation services according to the daily production rate of up to *(insert the daily production rate from the contract request)* per day, as defined in A4.2, including the receipt of the text to be translated, the translation, quality control and delivery of the completed work.

A4.4 Workload management

A4.4.a The contractor must translate texts, as agreed with the task authorization authority, to reflect the pace of work required under the “Daily Production Rate” clause.

A4.4.b In the event of a dispute with respect to workload management, the project authority will set the priorities and deadlines (date and time) related to the approved task authorization issued to the contractor.

A4.4.c The contractor will be required to deliver work on the same day or within 24 hours, at the project authority's discretion. In the case of work to be delivered on the same day, the deadline for the work will be calculated on the basis of *(daily production rate divided by 9 hours in the case of a day contract OR daily production capacity divided by 8 hours in the case of an evening contract)* words per hour.

A4.5 Software

Option 1

The contractor must be able to use all the software applications listed below at all times during the period of the contract.

Conversions will not be accepted in any form. Consequently, it will not be possible to convert from one type of system to another computer or to save texts in an earlier version of one of the applications requested.

Microsoft Office Suite (Word, PowerPoint, Excel, Visio);
Adobe Acrobat (to produce PDF files);
Translation memory (.tmx file)

The project authority may ask that the documents be submitted in later versions of such software on the approved task authorization form. Should the project authority use a later version of one of the above-listed software applications, the project authority must give the contractor two weeks to obtain the required version at the contractor's expense and to become familiar with the new features.

The contractor agrees to obtain any new application within two weeks of notice provided in writing by the project authority.

The electronic transmission of documents with a security classification between Canada and the contractor must be carried out using encryption software approved by Canada.

The contractor must also have the WinZip compression application.

The work must be performed directly in the software (and version) of the source text. The most commonly used software are Microsoft Office (Word, PowerPoint, Excel, and Visio) and Adobe Acrobat. The contractor must also have the ability to take over the translation memory files (.tmx).

Option 2

The contractor must be able to use all the software applications listed below at all times during the period of the contract.

Note: To perform the work, the contractor must be trained on the application of remote translation (DTA). See clauses "ATD" and "Training".

The work must be submitted to Project Authority in Word or XML (ATD), including any subsequent applicable version as directed by the Project Authority. Should a special delivery or courier, they will be delivered on a USB key with a printed copy. All work must be submitted no handwritten corrections and in the format, pagination, layout and special characters of text to be translated, so the Project Authority can use them without having to do any manipulation whatsoever. For texts of the Senate made in Word, indications of change of language and formatting must be inserted following the instructions provided. For texts of the House, with the ATD, the text should be inserted within the appropriate tags.

Remote Translation Application (RTA)

The House of Commons uses an in-house application that is based in part on an XML editor (XMetaL) in order to produce its parliamentary publications. Suppliers shall produce their translations on the Remote Translation Application (RTA), which is also based on XML. This software is provided to suppliers free of charge for the duration of the contract. The software is installed via a hyperlink that the representative of the Project Authority sends to the supplier, which the supplier then uses to access a Web site to download the RTA as is. The supplier shall be able to begin work no more than five working days after receiving the software and the documentation, failing which the contract will be terminated. Technical support services are offered solely to the supplier.

Upgrading

If the client changes the technical requirements for the use of the RTA, the supplier shall, on notice of 10 working days, at its own expense do the necessary upgrades to comply with these requirements.

Training

Before work begins, the contractor who does not know the RTA, will be required to learn at his own expense the operation of this application by attending a training session for a half day in the premises of the Project Authority.

The contractor must also have the application WinZip compression.

The contractor agrees to obtain any necessary new application within two weeks written notice provided by the Project.

The electronic exchange of documents with a security classification between Canada and the contractor must be done by using an encryption software approved by Canada.

A4.6 Equipment and materiel

The contractor must have high-speed Internet access for receiving and transmitting texts.

To add this text if you have a request for Parliamentary Proceedings:

The Contractor shall, at its expense, use a system whose minimum requirements are as follows:

Computer Intel® Core™ 2 Duo 2.0 GHz with at least 2.0 GB of memory and disk space of 1.0 GB, running on Windows Vista Business 32-bit Edition with SP1 patches and the browser Internet Explorer version 8.0 and internet service high speed (wired or telephone line).

The contractor is responsible for ensuring the compatibility of its system with the RTA. If, during installation, the support team has problems and finds that they are attributable to defects in the system of the supplier (file missing exploitation, viruses, special, etc. configurations), the latter must assume responsibility to make the necessary adjustments to his system (his own).

The RTA and, where appropriate, support services are provided as is. Canada is not responsible for any damage that may be caused to the supplier from the use of the software or in the event of conflict with any other software application used by the supplier. The integration of risk associated with the use or performance of the RTA and support services, if any, lies with the supplier.

A4.7 Quality assurance

For each document, the contractor must ensure that the translation meets the quality standards, as defined in the Supply Arrangement (Annex B, Quality Standards for Translation).

A5 RECEIPT AND DELIVERY OF WORK

A5.1 Receipt of work

*In the case of a **day** contract (Monday to Friday):*

The contractor must be available every day under the contract, Monday to Friday, between 8 a.m. and 5 p.m. Eastern Standard Time (EST) or Eastern Daylight Time (EDT), as appropriate, to receive work.

The contractor must acknowledge receipt of any work sent from 8 a.m. to 5 p.m. EST or EDT, as appropriate, by email to the task authorization authority at the email address indicated in the task authorization within one hour of receiving the work.

In the case of work received by the contractor after 5 p.m. EST or EDT, as appropriate, the contractor must acknowledge receipt by 9 a.m. on the following working day.

OR, in the case of a **Saturday, Sunday and statutory holidays:**

The contractor must be available every day under the contract, Saturdays, Sundays and statutory holidays, between 8 a.m. and 5 p.m. Eastern Standard Time (EST) or Eastern Daylight Time (EDT), as appropriate, to receive work.

The contractor must acknowledge receipt of any work sent from 1 p.m to 5 p.m Friday or the day preceding a statutory holiday, EST or EDT, as appropriate, by email to the task authorization authority at the email address indicated in the task authorization within one hour of receiving the work.

In the case of work received by the contractor after 5 p.m. EST or EDT, as appropriate, the contractor must acknowledge receipt by 9 a.m. on the following working day.

OR, in the case of an **evening** contract:

The contractor must be available every day under the contract, which is all evenings from Monday to Friday inclusive, between 4 p.m. and 12 midnight Eastern Standard Time (EST) or Eastern Daylight Time (EDT), as appropriate, to receive work.

The contractor must acknowledge receipt of any work sent from 4 p.m. and 12 midnight EST or EDT, as appropriate, by email at the email address indicated in the task authorization within one hour of receiving the work. In the case of work received by the contractor after 12 midnight EST or EDT, as appropriate, the contractor must acknowledge receipt by 5 p.m. on the following day specified in the contract.

OR Calendar day: any consecutive day in the calendar.

The contractor must be available every day under the contract, which is, any consecutive day in the calendar including statutory holidays, between 8 a.m. and 5 p.m. Eastern Standard Time (EST) or Eastern Daylight Time (EDT), as appropriate, to receive work.

The contractor must acknowledge receipt of any work sent from 8 a.m. to 5 p.m. EST or EDT, as appropriate, by email to the task authorization authority at the email address indicated in the task authorization within one hour of receiving the work.

In the case of work received by the contractor after 5 p.m. EST or EDT, as appropriate, the contractor must acknowledge receipt by 9 a.m. on the following working day.

A5.1 Receipt of work – Parliamentary Proceedings

The contractor must be available every day of the contract, which is, any consecutive day in the calendar including statutory holidays, between 8 a.m. and 5 p.m. Eastern Standard Time (EST) or Eastern Daylight Time (EDT), as applicable, to receive work.

The contractor must acknowledge receipt of any work sent from 8 a.m. to 5 p.m. EST or EDT, as appropriate, by email to the task authorization authority at the email address indicated in the task authorization within one hour of receiving the work.

In the case of work received by the contractor after 5 p.m. EST or EDT, as appropriate, the contractor must acknowledge receipt by 9 a.m. on the following working day.

A5.2 Delivery of work

A5.2.a The texts to be translated will normally be sent by the project authority to the contractor and the completed work returned by electronic means (FTP or email, at the discretion of the project authority's representative). In the case of an unforeseen interruption of the electronic means, the project authority may require the contractor to pick up the work from and deliver it to the address indicated below (either in person or by courier, at the contractor's discretion and expense), or to one of the Translation Bureau's regional offices, as appropriate.

Public Services and Procurement Canada
Translation Bureau – Reception Services
Crémazie Building
70 Crémazie Street, 8th Floor
Gatineau, Quebec
Canada K1A 0S5

Parliamentary Proceedings

A5.2.a The supplier receives the texts to be translated by e-mail in Word format. The completed works are returned in the same format by email to all recipients of the original email.

In the case of an unforeseen interruption of the electronic means, the project authority may require the contractor to pick up the work and deliver it to the address indicated below (either in person or by courier, at the contractor's discretion and expense), or to one of the Translation Bureau's regional offices, as appropriate.

Translation Bureau - Parliamentary Proceedings
Public Works and Government Services Canada
Vanguard Building
171 Slater Street
Ottawa, Ontario K1A 0S5

A5.2.b The task authorization form sent with the work contains all of the relevant details for performing the work. It also provides the details as to where the text is to be returned, as well as the delivery method.

A5.2.c The vast majority of the work can be assigned before 5:00 p.m.

Access to resource persons is limited for evening contracts. It is important to ask any questions as soon as possible after receiving the request.

If the request is assigned during normal working hours, please send questions to the client advisor who assigned the work or to the resource person identified on the TA.

After 5:00 p.m., suppliers who have urgent questions or problems can contact the After-Hours Emergency Service. However, there is no terminological or documentation support capacity available after 5:00 p.m.

If you do not receive a response to your questions before delivery, you can deliver the text with your questions.

A6 MEETINGS

A6.1 The contractor agrees that a team of its main contract administration personnel and personnel responsible for carrying out the work will travel to Gatineau at the contractor's expense to meet with their Translation Bureau counterparts within two (2) weeks of contract award.

A6.2 The contractor agrees that its contracting authority and one of its quality controllers will travel to Gatineau, at the contractor's expense, within two (2) weeks of the start of each new contract year, for a meeting with their Translation Bureau counterparts to review the past year and discuss any corrective measures needed.

**ANNEX B
 Basis of Payment**

1. For Evaluation Purposes – Financial Bid (delete this section at contract award)

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial for each of the periods specified below its quoted all-inclusive fixed rate (in Can \$) for each of the services streams identified in Annex A.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The rates included in this pricing schedule include the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Part 7 of the bid solicitation.

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

1.1 Unit Price per Word

1.1.1 The unit price per word must be presented in dollar form and have a maximum of two decimals. Bids with more than two decimals will be rejected.

A Initial contract period from ____ to ____.

During the contract period, the contractor will be paid at the rates specified below for work performed in accordance with the contract and the terms and conditions of the Statement of Work.

A	B	C
Working day (day) Unit price per word	Estimated number of words	Total (A x B)
\$X.XX	<i>To be inserted by contracting authority (in the case of a bid solicitation for the award of several contracts, enter the volume in words per contract)</i>	\$X.XX
Working day (evening) Unit price per word*	Estimated number of words	
\$X.XX	<i>To be inserted by contracting authority (in the case of a bid solicitation for the award of several contracts, enter the volume in words per contract)</i>	\$X.XX
Saturday, Sunday and Statutory holiday, evening	Estimated number of words	

and weekend – unit price per word*		
\$X.XX	<i>To be inserted by contracting authority (in the case of a bid solicitation for the award of several contracts, enter the volume in words per contract)</i>	\$X.XX
1 – Total Price Initial Period		\$X.XX

For a One-Time Contract

A	B	C
Working day (day) Unit price per word	Estimated number of words	Total Price – One-Time Contract (A x B)
\$X.XX	<i>To be inserted by contracting authority (in the case of a bid solicitation for the award of several contracts, enter the volume in words per contract)</i>	\$X.XX

B First option to extend the term of the contract from _____ to _____.

This section applies only if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid at the rates specified below for work specified below to perform all the work in relation to the contract extension and in accordance with the Statement of Work.

A	B	C
Working day (day) Unit price per word	Estimated number of words	Total (A x B)
\$X.XX	<i>To be inserted by contracting authority (in the case of a bid solicitation for the award of several contracts, enter the volume in words per contract)</i>	\$X.XX
Working day (evening) Unit price per word*	Estimated number of words	
\$X.XX	<i>To be inserted by contracting authority (in the case of a bid solicitation for the award of several contracts, enter the volume in words per contract)</i>	\$X.XX
Saturday, Sunday and Statutory holiday, evening and weekend – unit price per word*	Estimated number of words	
\$X.XX	<i>To be inserted by contracting authority (in the case of a bid solicitation for the award of</i>	\$X.XX

	<i>several contracts, enter the volume in words per contract</i>	
2 – Total Price First Option Period		\$X.XX

C Second option to extend the term of the contract from _____ to _____.

This section applies only if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid at the rates specified below for work specified below to perform all the work in relation to the contract extension and in accordance with the Statement of Work.

A	B	C
Working day (day) Unit price per word*	Estimated number of words	Total (A x B)
\$X.XX	<i>To be inserted by contracting authority (in the case of a bid solicitation for the award of several contracts, enter the volume in words per contract)</i>	\$X.XX
Working day (evening) Unit price per word*	Estimated number of words	
\$X.XX	<i>To be inserted by contracting authority (in the case of a bid solicitation for the award of several contracts, enter the volume in words per contract)</i>	\$X.XX
Saturday, Sunday and Statutory holiday, evening and weekend – unit price per word*	Estimated number of words	
\$X.XX	<i>To be inserted by contracting authority (in the case of a bid solicitation for the award of several contracts, enter the volume in words per contract)</i>	\$X.XX
Firm hourly rate (keep in case we need it)	Estimated number of hours	
\$X.XX	<i>To be inserted by contracting authority (in the case of a bid solicitation for the award of several contracts, enter the volume in words per contract)</i>	
3 – Total Price Second Option Period		\$X.XX

The Evaluated Price of the bid is calculated as follows (*delete this section at contract award*):

Evaluated Price: Total Price Initial Period + Total Price First Option Period + Total Price Second Option Period

OR

Evaluated Price: Total Price – One-Time Contract

ANNEX C

Task authorization Form

TASK AUTHORIZATION					
1 - General information					
Contractor's name					
Email of contractor's representative					
Telephone number of contractor's representative					
Contract number					
Request number					
Date sent					
2 - Description of work					
Solicitation No.	Description	Word Count	Language Combination	Security Clearance	Deadline (D/M/Y) 00:00
3 - Special instructions (if applicable)					
4 - Reference documents (if applicable)					
5 - Project authority representative					
Name	Telephone		Email		
6 - Estimated cost					
Solicitation No.	Word Count	Rate per Word		Total (excluding taxes)	
		\$		\$	
				Total	\$
7 - Acceptance of the work by the contractor's representative					
I accept this task					
I refuse this task for the following reason(s)					

ANNEX D

Security Requirements Check List (if applicable)

ANNEX E

Certifications

1. Former Public Servant Certification – Competitive Requirements

Definition

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.C., 1985, c. F-11; a former member of the Canadian Armed Forces; or a former member of the Royal Canadian Mounted Police. A former public servant may be

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

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

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

Former Public Servant in Receipt of a Pension

Is the bidder a former public servant in receipt of a pension as defined above? **Yes () No ()**

If so, the bidder must provide the following information for all FPSs collecting a pension, if applicable:

- a) the name of the former public servant;
- b) the 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 under the PSSA, 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 former public servant who received a lump-sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the bidder must provide the following information:

- a) the name of the former public servant;
- b) the conditions of the lump-sum payment incentive;
- c) the date of termination of employment;
- d) the amount of the lump-sum payment;
- e) the rate of payment on which the lump-sum payment is based;
- f) the period of the lump-sum payment, including the start date, end date and number of weeks; and
- g) the 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 an FPS who received a lump-sum payment is \$5,000, including applicable taxes.

OR

Former Public Servant Certification – Non-Competitive Requirements

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.C., 1985, c. F-11; a former member of the Canadian Armed Forces; or a former member of the Royal Canadian Mounted Police. A former public servant may be

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

“fee abatement formula” means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

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

Former Public Servant in Receipt of a Pension

Is the bidder a former public servant in receipt of a pension as defined above? **Yes () No ()**

If so, the bidder must provide the following information for all FPSs collecting a pension, if applicable:

- a) the name of the former public servant;
- b) the 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 under the PSSA, 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](#).

A contract for the services of a former public servant who has been retired for less than one year and who is in receipt of a pension, as defined above, is subject to a fee reduction, as required by Treasury Board Policy.

Work Force Adjustment Directive

Is the bidder a former public servant who received a lump-sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the bidder must provide the following information:

- a) the name of the former public servant;
- b) the conditions of the lump-sum payment incentive;
- c) the date of termination of employment;
- d) the amount of the lump-sum payment;
- e) the rate of payment on which the lump-sum payment is based;
- f) the period of the lump-sum payment, including the start date, end date and number of weeks; and
- g) the 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 an FPS who received a lump-sum payment is \$5,000, including applicable taxes.

2. Certification – Canadian Content

This procurement is limited to Canadian services.

The Bidder certifies that the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#). **Yes () No ()**

For more information to determine the Canadian content for products, more services or a combination of products and services, consult Annex 3.6 (9), Example 2 of the [Supply Manual](#).

3. Certification – Applicable Laws

The contract must be interpreted and governed by the laws in force in Ontario and the relations between the parties will be determined by these laws.

4. Certification – Identified Person(s)

The contractor must provide the names of the personnel who will be performing the work set out in the contract.

To be eligible, each person identified must be qualified in the fields specified in this contract, in accordance with the contractor’s supply arrangement.

ANNEX E

SUMMARY OF CHANGES TO THE RFSA

EXPLANATION OF CHANGES RETAINED AND CHANGES NOT RETAINED

1. Changes to the RFSA and to the bid solicitation template

1.1 Minimum Guarantee – Bid Solicitation Template

Change

Inclusion of a 20% minimum guarantee in all contracts up to a maximum of \$100,000

Decision

Partially retained change. The minimum guarantee granted will increase from, 3% of the maximum value of the contract, to 20%.

Explanation

The increase in the percentage of the minimum guarantee was welcomed by all stakeholders.

The \$ 100,000 limit was not retained as it could represent less than 3% for Tier 3 contracts.

1.2 Assessment of bids with three decimals

Change

- Assessment of bids with three decimals
- Award of the contract with two decimals
- Payment to supplier with two decimals

Decision

Change not retained. The evaluation of the financial bids will be done with two decimal places. Suppliers will be required to bid rates up to two decimal places.

Explanation

It is certain that the SIGMA financial system cannot accommodate three decimals (contract award and payment). Given that the suppliers mentioned at the meeting of March 9, 2018 that they will simply bid at a rate with a decimal of ,5 then we suggest leaving the valuation to two decimal places (as currently). The selection method based on technical merit (65%) and price (35%) will help reduce the number of draws.

1.3 Selection Methodology

Change

- Bidder selection method based on a combined score of technical merit (65%) and bid price (35%)
- Technical merit to be calculated using the average of both satisfaction indicators converted in technical points.

Decision

Change retained.

Explanation

The selection of bidders based on a combined score of technical merit (65%) and bid price (35%) was very well received by all suppliers and will allow the selection of suppliers not only according to price but satisfaction indicators.

1.4 Satisfaction (Performance) Indicators

Change

- Upon registration to the directory, new suppliers with an indicator of 0% would be granted 95% for bid assessment purposes
- "Inactive" suppliers (no valid contract within the last 12 months) would receive satisfaction indicators of 0% for the suppliers who did not perform any work since their registration to the directory, or 95% for all other suppliers, at the end of the 12-month period
- Suppliers with a suspension in a field would be attributed an indicator of 90% upon reintegration into the pool at the end of the suspension period.

Decision

Changes retained.

Explanation

As the indicators are renewed, the new measures have been well received by all suppliers.

1.5 RFSA Qualification Criteria

Change

- The experience criteria could be demonstrated over a seven-year period for the specialized fields; this would apply to the two linguistic combinations
- Reduction in the volume of words required for specialized fields (all three tier) for English to French language combination
- Tier 1: The minimum daily capacity would go from 1,500 to 1,000 words; Bachelor's degree or certification or certification obtained within 12 months (qualification of resources).
- Tier 2: Bachelor's degree or certification or certification obtained within 12 months (qualification of resources)

- Tier 3: Bachelor's degree or certification or certification obtained within 12 months (qualification of resources); Canadian standard requirement.

Decision

Changes retained.

Explanation

- The reduction in the number of words and the length of the period to demonstrate experience for specialized fields is intended to help suppliers qualify because of the expertise required and the lower volume of contracts in these fields.
- The requirement to qualify resources at Tiers 2 and 3 is intended to continue implementing reforms that will improve the quality and capacity of the services provided by the Translation Bureau.

1.6 National Standard

Change

- Require certification to *CAN / CGSB-131.10-2008, Translation Services* for all Tier 3 suppliers
- Allow the National Standard to be obtained within 12 months after the date of the RFSA
- It was suggested that ISO 17100: 2015 be used instead of *CAN / CGSB-131.10-2008, Translation Services*, so as not to exclude foreign companies.

Decision

Change partially retained.

Explanation

According to the mandate letter from the Minister of PSPC, this requirement is to continue to implement reforms that will improve the quality and capacity of the services provided by the Translation Bureau.

CAN / CGSB-131.10-2008, Translation Services was developed in collaboration with professional associations, government and education. The content of the Canadian standard is based on the **EN 15038** standard for translation services of the European Committee for Standardization (CEN), while adding the specificities of the Canadian industry.

1.7 Canadian Content and Foreign Suppliers

Change

No changes proposed by the Translation Bureau or the AB but rather a request from suppliers regarding the qualification of suppliers abroad.

Decision

No changes to the RFSA

Explanation

The Canadian Content Policy is only applicable during the bid solicitation. Although translation services are excluded from NAFTA and the WTO-AGP, Canada has no basis on which to deny certain suppliers from qualifying for an SA.

1.8 Weighted words and Time allocated to do the work

Change

Allow enough time to do the work to ensure quality work.

Decision

Change not retained

Explanation

This point will be taken into consideration (and already is) in the allocation of work. It goes without saying that, in order to maximize quality, the Translation Bureau tries to give suppliers the best execution conditions.

1.9 Increasing the number of fields

Change

Increase from 20 to 63 fields to better redistribute specialized fields.

Decision

Change retained.

Explanation

The changes have been well received by all suppliers and they represent the way the work is distributed.