

## REQUEST FOR PROPOSAL

## Task Authorization Contract for Translation Services

Solicitation Number: 4W001-19-5122

### **SOLICITATION CLOSES**

2:00 p.m. Mountain Standard Time (MST)

Wednesday, February 26th, 2019

## RETURN BIDS TO:

Western Economic Diversification Canada Via email to:

WD.bidbox-bidbox.DEO@canada.ca

### Request for Proposal to Western Economic Diversification Canada

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

Vendor/Firm Legal Name	and Address:
TE	q •
1.5	·
En	nail:
-	chorized to sign on behalf of Vendor/Firm
Print Name & Title:	
Signature:	Date:

## **TABLE OF CONTENTS**

PART 1	1 - GENERAL INFORMATION	4
1.1 1.2	SECURITY REQUIREMENTSSTATEMENT OF WORK OR REQUIREMENT	
1.3	Debriefings	4
1.4	TRADE AGREEMENTS	
1.5	CANADIAN CONTENT	4
PART 2	2 - BIDDER INSTRUCTIONS	5
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.2	SUBMISSION OF BIDS	
2.3	FORMER PUBLIC SERVANT	5
2.4	ENQUIRIES - BID SOLICITATION	
2.5	APPLICABLE LAWS	7
PART 3	3 - BID PREPARATION INSTRUCTIONS	8
3.1	BID PREPARATION INSTRUCTIONS	8
PART 4	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1	EVALUATION PROCEDURES	9
4.2	BASIS OF SELECTION	
PART 5	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	13
5.1	CERTIFICATIONS REQUIRED WITH THE BID	
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	13
PART 6	6 - RESULTING CONTRACT CLAUSES	15
6.1	SECURITY REQUIREMENTS	15
6.2	STATEMENT OF WORK	15
6.3	STANDARD CLAUSES AND CONDITIONS	
6.4	TERM OF CONTRACT	
6.5	AUTHORITIES	
6.6	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	
6.7	PAYMENT	
6.8	INVOICING INSTRUCTIONS	
6.9	CERTIFICATIONS AND ADDITIONAL INFORMATION	
6.10	APPLICABLE LAWS	
6.11	PRIORITY OF DOCUMENTS	20
ANNEX	( "A"	21
STAT	TEMENT OF WORK <i>OR</i> REQUIREMENT	21
ANNEX	( "B"	26
ELEC	CTRONIC PAYMENT INSTRUMENTS	26



ANNEX "C"	ERROR! BOOKMARK NOT DEFINED
BASIS OF PAYMENT	ERROR! BOOKMARK NOT DEFINED
ANNEX "D"	ERROR! BOOKMARK NOT DEFINED
TASK ALITHORIZATION FORM	FRRORI BOOKMARK NOT DEFINED

### **PART 1 - GENERAL INFORMATION**

#### 1.1 **Security Requirements**

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clauses.

#### 1.2 Statement of Work

The Contractors will provide Western Economic Diversification (WD) on an "as needed" basis, with timely professional services related to translation, revision, proofreading, quality control and adaptation services of English texts into French and, occasionally, of French texts into English.

#### 1.3 **Debriefings**

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

### 1.4 **Trade Agreements**

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

#### 1.5 **Canadian Content**

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



### **PART 2 - BIDDER INSTRUCTIONS**

### 2.1 Standard Instructions, Clauses and Conditions

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

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

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

#### 2.2 Submission of Bids

Bids must be submitted only to the Department of Western Economic Diversification Canada (WD) at WD.bidbox-bidbox.DEO@canada.ca by the date, time and place indicated on page 1 of the bid solicitation.

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

#### 2.3 **Former Public Servant**

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

### **Definitions**

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

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

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

## Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

### 2.4 **Enquiries - Bid Solicitation**

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

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

### 2.5 **Applicable Laws**

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

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

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

#### 3.1 **Bid Preparation Instructions**

Bids must be submitted by email (WD.bidbox-bidbox.DEO@canada.ca) to the Contracting Authority identified in the bid solicitation in Part 6 - Resulting Contract Clauses, article 6.5.1, by Friday, November 2, 2018 at 10:00 a.m. Mountain Standard Time (MST).

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

Section I: Technical Bid one (1) electronic copy in Microsoft Word or PDF format.

Section II: Financial Bid one (1) electronic copy in Microsoft Word or PDF format.

Certifications one (1) electronic copy in Microsoft Word or PDF format. Section III:

Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.

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

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

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

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

#### 3.1.1 Electronic Payment of Invoices - Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "B" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "B" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### Section III: Certifications

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

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

#### 4.1 **Evaluation Procedures**

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

#### 4.1.1 **Technical Evaluation**

## 4.1.1.1 Mandatory Technical Criteria

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

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

MAN	DATORY CRITERIA	Page	Meets	Does
For e	For each criterion, identify the relevant page number in your			not
propo	osal.			meet
M1	Overall Experience - Each resource must provide an up to			
	date curriculum vitae clearly demonstrating the following:			
	Experience (minimum 4 years) in:			
	Translation			
	Revision and/or Proofreading			
	<ul> <li>Providing translation services to a Government of</li> </ul>			
	Canada client			
	Education:			
	<ul> <li>accreditation from a recognized university in</li> </ul>			
	translation, linguistics, or a related field			
	<ul> <li>valid certification from the Canadian Translators and</li> </ul>			
	Interpreters Council (CTIC) or its provincial equivalent			
M2	Quality Control - Bidder must provide a detailed quality			
	assurance plan demonstrating their ability to provide quality			
	translation and revision including:			
	identify method of revision of source documents prior			
	to return to client			
	method of verifying correct scientific or technical			
	terminology			
М3	References			
	The bidder must provide at least one letter of reference,			
	excluding Western Economic Diversification Canada			

## 4.1.1.2 Point Rated Technical Criteria

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

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

	Criteria	Rating	Page number	Points Awarded
R1	The proposed resource's number of years providing English to French translation services.  Proposed resource number of years experience translating federal government text from English to French; related to the following fields:  Communications Finance Audit and Evaluation Informatics (IM/IT) Infrastructure Environmental Assessments Websites Internet Federal Administration	0 points = less than 4 years 10 points = 4 to less than 5 years 20 points = 5 to 7 years 30 points = greater than 7 years  Maximum 3  Points awarded per field.  0 points = less than 2 years 2 points = 2 to less than 4 years 3 points = 4 to 5 years 4 points = greater than 5 years  Complete Annex "E"  Fields of Specialization		Awarded
	Human Resources	Maximum 4	40 points	
R3	References The bidder must provide at least one letter of reference from actual or recent clients, excluding WD.	Quality of service.  0 points = Poor  5 points = Fair  10 points = Good  20 points = Very Good  25 points = Excellent  30 points = Systematically  Excellent  Maximum 3	·	

Criteria	Rating	Page number	Points Awarded
Overall Maximum Points 100			

#### 4.1.2 Financial Evaluation

Total Firm Price - As outlined in Annex "C", Basis of Payment. The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or Harmonized Sales Tax excluded FOB destination, Canadian customs and duties and excise taxes included.

#### **Basis of Selection** 4.2

Highest responsive proposals - combined rating: Technical Merit 70% and Price 30% Annex "C"

To be declared responsive, a bid must:

- a. Comply with all the requirements of the bid solicitation;
- b. Meet all the mandatory requirements at Bid Closing; and
- c. Obtain the required minimum number of points for the point rated evaluation criteria.

Bids not meeting (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. The scoring of price is done by giving full marks to the lowest priced responsive proposal with other proposals being given a prorated score.

The proposal with the highest score, when adding the technical points and the price points, will be ranked #1, with the second highest score ranked #2, etc. Only the top up to four (4) ranked proposals will be awarded a Task Authorization Contract. In the event of a tie in the number of points awarded, the proposal with the highest number of technical points will be considered the "winner".

The purpose of selection and ranking is to determine the top up to four (4), maximum, responsive proposals for Task Authorization Contract award. WD reserves the right to assign work on a Task Authorization basis, regardless of ranking. Work will be assigned based on Contractor expertise and availability.

### **EXAMPLES**

Basis of Selection and Ranking

Highest Responsive Proposal - Combined Rating: Technical Merit 70% and Price 30%

Highest Combined Rating Technical Merit (70%) and Price (30%)				
	Bidder 1	Bidder 2	Bidder 3	
Technical Points (maximum 100)	93	95	90	
Financial Evaluation Score	900.00	720.00	747.00	

Financial Evaluation Score						
	Translation Service	Average Price <sup>1</sup>	Multiplication Factor <sup>2</sup>	Total	Financial Evaluation Score	
Bidder 1	1 & 2	\$0.52	1500 words	\$780.00	900.00	
biddel 1	3 & 4	\$80.00	1.5 hours	\$120.00	900.00	
Bidder 2	1 & 2	\$0.42	1500 words	\$630.00	720.00	
bludel 2	3 & 4	\$60.00	1.5 hours	\$90.00	720.00	
	1 & 2	\$0.44	1500 words	\$660.00		
Bidder 3	3 & 4	\$58.00	1.5 hours	\$87.00	747.00	

Ranking Determination						
	Technical F	Points 70%	Financial Poi	nts 30%	Total Points	Ranking
Bidder 1	93 X 70 = 100	65.1	720.00 <sup>3</sup> X 30 = 900.00	24	89.1	3
Bidder 2	95 X 70 = 100	66.5	720.00X 30 = 720.00	30.00	96.50	1
Bidder 3	90 X 70 =	63.0	720.00 X 30 = 747.00	28.91	91.91	2

### 4.3 **Security Requirement**

The Task Authorization (TA) holder (including all proposed personnel and sub-contractors who will be performing work under the TA contract) must have, at a minimum a valid security clearance at the level of "reliability" before being issued any work via a TA contract under any resulting TA contract.

Note: some work to be issued may require a Contractor's personnel be security cleared at the "secret" level. Again, no TA contract will be issued to those TA holders who do not have the required level of security for the intended work.

For those Contractors who are successful and receive a TA contract and who do not have the required level of security clearance (Reliability / Secret), Western Economic Diversification shall sponsor the TA contract holder by initiating a Security Screen request.

<sup>&</sup>lt;sup>1</sup> average price based on all 5 contract years.

<sup>&</sup>lt;sup>2</sup> for evaluation purposes only to determine pricing points

<sup>&</sup>lt;sup>3</sup> represents lowest price proposal

### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

#### 5.1 Certifications Required with the Bid

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

#### 5.1.1 **Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the declaration form available on the Forms for the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

## 5.1.2 Additional Certifications Required with the Bid

### 5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

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

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

**5.1.2.1.1** SACC Manual clause A3050T November 27, 2014 Canadian Content Definition

#### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 **Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-

if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2.2 Status and Availability of Resources

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

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

### 5.2.2.3 Education and Experience

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

5.2.2.3.1 SACC Manual clause A3010T August 16, 2010 Education and Experience

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

Delete this title and the following sentence at contract award

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

#### 6.1 **Security Requirements**

The Task Authorization (TA) holder (including all proposed personnel and sub-contractors who will be performing work under the TA contract) must have, at a minimum a valid security clearance at the level of "reliability" before being issued any work via a TA contract under any resulting TA contract.

Note: some work to be issued may require a Contractor's personnel be security cleared at the "secret" level. Again, no TA contract will be issued to those TA holders who do not have the required level of security for the intended work.

For those Contractors who are successful and receive a TA contract and who do not have the required level of security clearance (Reliability / Secret), Western Economic Diversification shall sponsor the TA contract holder by initiating a Security Screen request.

The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information and/or perform production until Western Economic Diversification has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED "B".

Subcontracts, which contain security requirements, are NOT to be awarded without the prior written permission of Western Economic Diversification.

#### 6.2 Statement of Work

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

#### 6.3 **Standard Clauses and Conditions**

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

#### 6.3.1 **General Conditions**

2010B June 21, 2018, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### 6.4 **Term of Contract**

The period of the Contract will be from the date of contract award April 1, 2019 to March 31, 2020.

#### 6.4.1 **Option to Extend the Contract**

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

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

Option Year 1	April 1, 2020 - March 31, 2021
Option Year 2	April 1, 2021 – March 31, 2022
Option Year 3	April 1, 2022 – March 31, 2023
Option Year 4	April 1, 2023 – March 31, 2024

#### 6.5 **Authorities**

#### 6.5.1 **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Michelle Owens

Title: Corporate Services Advisor, Centre of Expertise

Western Economic Diversification Canada

9700 Jasper Avenue, Suite 1500

Edmonton, Alberta

T5J 4h7

Telephone: 780-495-4217

E-mail: michelle.owens@canada.ca

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

#### 6.5.2 **Project Authority**

fill in at contract award only

Name:	
Title:	
Organization: _	
Address:	
Telephone:	
E-mail:	

The Project Authority for the Contract is:

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



### 6.5.3 Contractor's Representative

fill in at contract award only

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

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

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

### **Definitions**

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

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

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

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

### Former Public Servant in Receipt of a Pension

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



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

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

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

### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

### 6.7 **Payment**

#### 6.7.1 **Basis of Payment - Firm Lot Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid \_\_\_\_\_, firm lot price in accordance with the basis of payment, in Annex \_\_\_\_, as specified in the authorized TA. Customs duties are subject to exemption and Applicable Taxes are extra.

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

#### 6.7.5 **Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International);

#### 6.7.6 **Minimum Work Guarantee**

- This clause applies to the Work as outlined in Annex "A", Statement of Work, "Scope of Work"
- "Contract Value" means the amount specified in the Basis of Payment-, Annex "C"; and
- "Minimum Contract Value" means 5% of the Contract Value.

The Contractor must perform the Work described in the Contract on an "as needed: basis by Canada during the period of the Contract. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless the Contracting Authority authorizes an increase in writing.

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.

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

#### 6.8 **Invoicing Instructions**

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

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

#### Compliance 6.9.1

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

#### 6.10 Applicable Laws

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

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 2013-06-27 Professional Services Medium Complexity;
- (c) the general conditions 2010B June 21, 2018 Professional Services Medium Complexity;
- (d) Annex A, Statement of Work;
- (e) Annex B, Electronic Payment Instrument;
- (f) Annex C, Basis of Payment;
- (g) Annex D, Task Authorization Form;
- the Contractor's bid dated \_\_\_\_\_ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on \_\_\_\_\_ " or ", as amended on \_\_\_\_\_ " and insert date(s) of clarification(s) or amendment(s))

## ANNEX "A"

### STATEMENT OF WORK

### Translation Services - English to French and/or French to English

### **Background**

As the federal regional development agency for Western Canada, Western Economic Diversification Canada (WD) has a mandate to promote the development and diversification of the economy of the West (British Columbia, Alberta, Saskatchewan and Manitoba) and to advance the interests of Western Canada in national economic policy, program and project development and implementation. WD works to improve the long-term economic competitiveness of the West and the quality of life of its citizens by supporting a wide range of initiatives targeting inter-related programs - business development, innovation, and community economic development. These programs and services are supported by WD's policy, advocacy and coordination, and internal services. Together, these priorities create a foundation to build the prosperity and competitiveness of the West. WD's head office is located in Edmonton with offices in Vancouver, Calgary, Saskatoon, Winnipeg and Ottawa.

WD produces press releases, backgrounders, speeches, web publications, publicity materials, solicitation documents, and other documents related to departmental operations, such as policies, procedures, human resources, financial statements, annual reports to Parliament, etc. As a federal department, WD has the obligation under the Official Languages Act to provide all public and most internal documents in both official languages. Therefore, translated versions must reflect a high quality standard established for communication products and designed for various public entities and individuals. The required services must often be provided under tight deadlines, including during the evening and on weekends, and the volume of work to be dealt with is can be significant.

### **Summary**

WD requires the services of qualified suppliers to provide translation, revision and related services for specific publications and information products from English to French (90%) and French to English (10%). These products are disseminated externally and internally, in print and/or electronic formats, depending on the needs of the specific target audiences. Products include policy position papers, discussion papers, reports, briefing notes, communication products (news releases, speeches, media advisories, etc.), and other documents. The documents may come in various format (Word, PowerPoint, Excel, Adobe, Illustrator, etc.) and combine text with tables, graphics and special layout requirements, depending on the medium/media used.

The total annual dollar value of contracted translation and revision services at WD, including comparative editing, is estimated at \$100,000.00 per year.

## Objective

WD intends to award up to four (4) Task Authorization contracts for the services required to complete the Work, associated with Translation Services, including comparative revision. Task Authorizations will be issued on an "as needed" basis from the date of contract award to March 31, 2020, with four (4), one year (1) options to extend.

Option Year 1	April 1, 2020 – March 31, 2021
Option Year 2	April 1, 2021 – March 31, 2022
Option Year 3	April 1, 2022 – March 31, 2023

Option Year 4	April 1, 2023 – March 31, 2024

### Statement of Work

The Contractors will provide WD, on an "as needed" basis, with timely professional services: translation, revision, proofreading, quality control and adaptation services of English texts into French and, occasionally, of French texts into English.

More specifically, the Contractor will:

- Provide translation services, mainly from English to French, with a translation capacity of 1,500 words in a 7.5 hour period, without resorting to the use of automatic translation. Texts that obviously have been translated using automatic translation software will fail quality control and will be deemed unsatisfactory and treated as such.
- Provide editing services, correcting spelling and grammatical errors, style, syntax, structure and uniformity, in accordance with French language standards using WD's lexicons, Le guide du rédacteur from the Translation Bureau and the Government of Canada's Policy on Communications and Federal Identity, and other recognized French language writing tools as reference.
- Proofread texts ensuring that they reflect originals when re-transcribed or transposed in various
- Provide quality control services through a second edit.
- Adapt in French texts written in English, or adapt in English texts written in French respecting the original content, and taking into account the expectations of the client.
- Compare translation to originals to ensure integrity, accuracy and quality of texts, which are distributed simultaneously. Insert in the translated text all missing words or parts of the original
- Meet the production deadlines as specified by WD, which can be very tight (sometimes within the hour).
- Deliver documents in an electronic version on a compatible electronic medium (e-mail or USB key), to respect the formatting and layout of the original (unless otherwise indicated).
- Be able to respond, frequently within very short deadlines, to urgent requests for services, driven by WD's obligations, unannounced administrative demands, etc. On occasion the Contractor may be asked to work in the evening or on weekends.

### Volume

Contractor should note that the services delivered under the proposed Task Authorization Contract will be on an "as needed" basis. The amount of work associated with the services in the Contract is fully dependent upon the demands. WD does not imply nor warrant that it will require the Contractor's services to the maximum value of the Contract.

## **Number of Words**

The Contractor must be able to translate approximately 1.500 words over a period of 7.5 hours; this includes receipt of the source text, revision of the translation and delivery of the translated text. The word

volume of the Contract will be the number of words demanded by WD. For large documents, sections may have to be delivered according to a specific timeline.

### **Priority**

The Contractor might be required to translate texts with various deadlines. The WD Translation and Revision Services personnel can at any time ask the Contractor to set aside the request they are currently working on to take on a new request. In such case, the deadline of the first request will be renegotiated.

### **Urgent requests**

The Contractor might be required to translate texts on an urgent basis. An urgent text is defined as having to translate more than 1,500 words per working day (7.5 hours) and work outside of the regular working hours (during the evening or the weekend or on a statutory holiday), and on exceptional occasions, when a text has to be delivered on the same day. Urgent fare for ALL urgent requests has to be negotiated with the WD Translation and Revision Services personnel prior to starting the translation.

### **Linguistic Quality and Terminology Uniformity**

The quality of the work delivered under the Contract must meet the following criteria and be to the satisfaction of the WD Translation and Revision Services personnel. The Contractor must:

- 1. Use an elegant style and plain language appropriate to the target audience that accurately renders the message of the source text.
- 2. Ensure that the work contains consistent terminology and assign, whenever possible, certain documents or group of related documents to the same translator(s) to achieve consistent terminology.
- 3. Ensure that the work contains standardized and consistent terminology when using the services of more than one translator, while respecting the prescribed deadlines.
- 4. Meet the prescribed Work Due Date for delivery of the work, as specified in the approved Task Authorization, and negotiate beforehand any deadline extensions with the WD Translation and Revision Services personnel.
- 5. Deliver work that is free from major errors, notably the following mistakes:
  - a. misinterpretation when one word is used instead of another in the same lexical field (for example, a word is translated as "house" where "mansion" or "castle" would be expected) or in an entirely different category;
  - b. barbarism a word or expression not standard in the language;
  - c. mistranslation a translation that means the contrary of the idea expressed in the source text (calque, faux sense, contre-sens);
  - d. nonsense language or style that is incorrect or unclear;
  - e. additions an element appears in the target text that is not in the source text;
  - omissions an element that appears in the source text but not in the target text.
- 6. Deliver work that contains no more than two (2) minor errors for every 400 words of translated text. Minor errors are defined as grammar, punctuation and spelling mistakes.
- 7. Deliver the word in the application, format style and layout of the source document provided by the WD Translation and Revision Services personnel, unless told otherwise. In addition the following conditions must be adhered to:
  - a. no conversions will be accepted in any form;

- b. it will not be possible to convert texts from one type of operating system to another or to save texts in an earlier or later version of the source document application(s);
- c. the Contactor shall use virus detection and elimination systems and agree to take the necessary measures to ensure the delivery of translations through electronic media or other systems that are virus-free; and
- d. the Contractor must not use unauthorized codes in word processing, tables etc.
- 8. The Contractor will carry out quality control and editing before delivering the work to meet the above conditions.

### **Required Software and Layout**

The Contractor shall translate, revise and deliver the texts in the format, style and layout of the source texts, without conversion, using the software that the client requested for the target texts, usually a recent version of Word, Excel, PowerPoint. If the source text is in HTML or PDF (Adobe) format, the Contractor shall translate or revise the text with a software program chosen in conjunction with WD, respecting the original formatting as much as possible.

Also, the Contractor shall use a virus detection and elimination system. The Contractor agrees not to insert unauthorized codes into texts, tables, etc., and to take all necessary measures to deliver the texts on media or by electronic means that are free of viruses.

## **Quality Control**

Contractor and its team must perform quality control on the executed work in order to assure that the material being delivered meets a level of professional standard.

### **Subcontracting**

Subcontracting is not allowed for the completion of the work. By submitting a proposal, the Contractor agrees not to subcontract any work. Any breach of this condition may lead to the cancellation of the TA contract.

### **Constraints**

- 1. The Contractor must have access to the Internet and have a means of receiving and sending large documents via e-mail.
- 2. On an "as needed" basis, the Contractor may be required to provide services on an urgent basis during the evenings, weekends and statutory holidays.

### **Client Support**

WD agrees to provide the Contractor with any information it may have that is not on the organization's Internet site that pertains to the document to be translated (publications, electronic or hardcopy versions of reports) and WD terminology. However, WD cannot provide research services on terminology or official names unrelated to WD. Furthermore, research for the translation of bibliographies contained in the documents to be translated shall be the Contractor's responsibility. WD assumes that the Contractor possesses all the necessary tools for this kind of work.

### **Documentation and Terminology**

WD will provide the Contractor with its terminology lexicons through e-mail. The Contractor will be required to send to WD, with the translated text (in a separate file or using comment bubbles in the text),

the equivalents of the terminological units found in the text to be translated that are not in Termium Plus or any other terminology source.

### **Deliverables**

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

Deadlines for required services will be specified in the Task Authorization and agreed to between WD and the Contractor.

- If the deadline is identified as "by end of business day", the time specified is 5:00 p.m., Ottawa time (Eastern Time), unless the WD Translation and Revision Services personnel have negotiated a different deadline.
- No deadline will be extended without the prior approval of the WD Translation and Revision Services personnel, If the WD Translation and Revision Services personnel cannot be reached or is not in a position to grant the requested extension, the document must be delivered within the deadline initially agreed upon.

Delivery must be done either by e-mail at the specified e-mail address or by another secure means of delivery. If delivery problems occur, the Contractor must do everything necessary to provide WD with a copy of the translation within the deadline (for example, send an electronic version by courier).

## **Meetings and Travel**

Contractor may be required to participate in meetings with the WD Representative in Ottawa either by telephone or in person. If applicable, travel expenses will be reimbursed in accordance with the Treasury Board Travel Directive, without any allowance therein for overhead or profit.

### Official Languages

The Contractor shall be fluent in both official languages, with a professional working proficiency in oral and written English as well as professional French language skills.

### Inspection/Acceptance

The work provided under each Task Authorization shall be subject to evaluation and acceptance by the WD Translation and Revision Services personnel, and feedback may be provided as needed.



## ANNEX "B"

## **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts	any of the following	Electronic Payn	nent Instrument(s):

- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International);



## ANNEX "C" Part 1 **BASIS OF PAYMENT** (Complete Annex "C" Part 1 and Part 2- include in Financial Proposal)

Signature:	Date:	
Print Name & Title:		
Name and title of person author	orized to sign on behalf of Vendor/Firm	
Telephone & 6	e-mail:	_
Vendor/Firm Legal Name an	d Address:	

### **Basis of Payment**

Payment will be made for time expended and other costs reasonably and properly incurred from the date of contract to contract completion in accordance with the following Financial Proposal Annex C, Part 2

## TOTAL LIMITATION OF EXPENDITURE:

\$25,000.00 (maximum contract value)

The Task Authorization Contact Value will be a maximum of \$25,000.00 for the first year and each option year of the contract. Amendments to the contract value will be made as required.

The Task Authorization Contract Value is determined by:

- annual budget of \$100,000.00 divided by up to 4 'ranked' Contractors = \$25,000.00
- if less than 4 ranked Contractors, the Contract Value will be increased accordingly.
  - the resulting contract value is deemed to be the "Maximum Contract Value" as per Part 6; 6.7.6 Minimum Work Guarantee

The Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is not included in the amount above. GST/HST, as applicable, will be shown as a completely separate item on each invoice.

WD reserves the right to assign work on a Task Authorization basis; regardless of ranking. Work will be assigned based on Contractor expertise, availability, etc.

## ANNEX "C" Part 2 **Financial Proposal**

Bidders must complete the financial proposal pricing as required and submit as a separate electronic document for electronic bid submission.

Enter, in the table provided on the following page, the firm price rates for Translation Services, from English to French and/or French to English, as described below. The firm price in response to a request for proposal and resulting contract(s) must include all overhead, general and administrative costs and profit.

Included are the following costs that may be incurred in providing the required services; office space, computer hardware and software, word processing, preparation of reports, photocopying, courier services, facsimile services, telephone services.

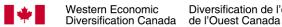
Do not include the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) in the prices.

	The bidder shall translate, at the rate PER WORD in the bidder's fields of
1	specialization, texts that will be submitted on an "as and when required" basis by the Project Authority.
2	The bidder shall translate, at the URGENT rate PER WORD in the bidder's fields of specialization, urgent texts that will be submitted on an "as and when required" basis by the Project Authority. The bidder shall confirm the urgent rate per word with the Client prior to starting the work.
3	The bidder shall translate, at the rate PER HOUR, all changes made to a translated text when these changes are not indicated in the text, regardless of whether the translation was done by the bidder or by a third party. The bidder shall collate the old version and the new version, clearly indicating all changes to the client.
4	The bidder shall revise, at the rate PER HOUR, a translated text against its original version, regardless of whether the translation was done by the bidder or by a third party, clearly indicating all changes to the client.

FIRM PRICE (do not include GST / HST)						
Translation Service	Unit	Contract Award	Option Year 1	Option Year 2	Option Year 3	Option Year 4
1	Per Word					
2	Per word					
3	Per Hour					
4	Per Hour					

Contract Name	Contract Period
Contract Award	Contract Award Date - March 31, 2020
Option Year 1	April 1, 2020 - March 31, 2021
Option Year 2	April 1, 2021 – March 31, 2022
Option Year 3	April 1, 2022 – March 31, 2023
Option Year 4	April 1, 2023 – March 31, 2024

In this document, "revision" refers to the revision of a French text against the English version, and/or, on some occasions, an English text against a French text.



## **SAMPLE ONLY** ANNEX "D" TASK AUTHORIZATION FORM

**Translation Services** Contract Number: 4W001-19-5122

## Authorization of Services to be Performed on an "As Requested" Basis

WD reserves the right to assign work on a Task Authorization basis; regardless of ranking. Work will be assigned based on Contractor expertise, availability, etc.

Contractor	_		
Request Date		Contract No.:	4W001-19-5122
Deadline		TA No.:	
Service Delivery Location:		TA Amend No.	
		Increase/ Decrease	
Coding:		Previous Cost	
		Total Estimated Cost	

## Description of the Task/Work to be Completed

**Deliverable Description** 

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

Deadlines for required services will be specified in the Task Authorization and agreed to between the WD Translation and Revision Services personnel and the Contractor.

- If the deadline is identified as "by end of business day", the time specified is 5 p.m. Ottawa local time, unless the WD Translation and Revision Services personnel have negotiated a different deadline.
- No deadline will be extended without the prior approval of the WD Translation and Revision Services personnel. If the WD Translation and Revision Services personnel cannot be reached or is not in a position to grant the requested extension, the document must be delivered within the deadline initially agreed upon.

Delivery must be done either by e-mail at the specified e-mail address or by another secure means of delivery. If delivery problems occur, the Contractor must do everything necessary to provide WD with a copy of the translation within the deadline, for example: send an electronic version by courier.

Signature:

Date:

		REQUEST FO	OR PROPOSAL (RFP)
Cost From Contractor's proposal, Annex	x "C" Finan	cial Proposal, dated	(insert date)
Total Firm Price (includes: labou overhead, profit and all other cost			\$
GST/HST			\$
TOTAL COST			
(Includes: Total Firm Price, GST/I	HST)		\$
You are requested to sell to Her I the terms and conditions set out listed herein and on any attached	herein, refe	erred to herein or attached he	
Western Economic Diversifica personnel	ation Cana	da - WD Translation and R	evision Services
Name:	Signatu	ire:	Date:
Western Economic Diversifica	ation Cana	da - Contracting Authority	
Name:	Signature:		Date:
Acceptance by Contractor			
Check applicable Option and retu	urn to WD 7	Franslation and Revision Ser	vices personnel
I accept this task au	thorization		
<ul><li> I do not accept this t</li></ul>	ask author	ization; provide reason:	
Contractor	aign on bob	alf of Vanday/Einm	
Name and title of person authorized to sign on behalf of Vendor/Firm  Name: Title:			