



**RETURN SUBMISSIONS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - CFIA / Réception des
soumissions - l'ACIA**

Email Address - Courriel:

cfia.bidreceipt-receptiondesoumission.acia@canada.ca
Reference of Solicitation # / Référence de l'invitation n°:
D0068

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du fournisseur/de
l'entrepreneur**

Issuing Office - Bureau de distribution

Contracting and Procurement Policy Division (CPPD) /
Division de la politique des approvisionnements et des
marchés (DPAM)
59 Camelot Drive / 59 promenade Camelot
Ottawa, ON K1A 0Y9

Canada

Title - Sujet Translation Services Services de traduction	
Solicitation No. - N° de l'invitation D0068	Date June 11, 2019 / 11 juin 2019
Client Reference No. - N° de référence du client D0068	File No. - N° de dossier D0068
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le July 23, 2019 / 23 juillet 2019	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B.- F.A.B. Plant-Usine: ___ Destination: <u>X</u> Other-Autre: ___	
Address Enquiries to: - Adresser toutes questions à: Ashley Bennett	
Telephone No. - N° de téléphone (613) 773-7769	FAX No. - N° de FAX (613) 773-7615
Destination of Goods, Services, and Construction: Destination des biens, services et construction: CANADIAN FOOD INSPECTION AGENCY / AGENCE CANADIENNE D'INSPECTION DES ALIMENTS 59 CAMELOT DRIVE / 59, PROMENADE CAMELOT Ottawa, ON K1A 0Y9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison propose
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	Time Zone Fuseau horaire Eastern Standard Time EST
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 SECURITY REQUIREMENTS	3
1.2 STATEMENT OF WORK.....	3
1.3 DEBRIEFINGS.....	3
1.4 TRADE AGREEMENTS	3
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF BIDS	4
2.3 FORMER PUBLIC SERVANT.....	4
2.4 ENQUIRIES - BID SOLICITATION.....	6
2.5 APPLICABLE LAWS.....	6
PART 3 - BID PREPARATION INSTRUCTIONS	7
3.1 BID PREPARATION INSTRUCTIONS	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1 EVALUATION PROCEDURES.....	10
4.1.2 FINANCIAL EVALUATION.....	12
4.2 BASIS OF SELECTION – MANDATORY TECHNICAL CRITERIA.....	13
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	14
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	14
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	14
PART 6 - RESULTING CONTRACT CLAUSES	16
6.1 SECURITY REQUIREMENTS	16
6.2 STATEMENT OF WORK.....	16
6.3 STANDARD CLAUSES AND CONDITIONS.....	16
6.4 TERM OF CONTRACT	16
6.5 AUTHORITIES	16
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	17
6.7 PAYMENT	17
6.8 INVOICING INSTRUCTIONS	18
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	19
6.10 APPLICABLE LAWS.....	19
6.11 PRIORITY OF DOCUMENTS	19
ANNEX "A"	20
STATEMENT OF WORK	20
ANNEX "B"	25
BASIS OF PAYMENT	25



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Statement of Work

This bid solicitation is being issued for the requirement of translation services for the Canadian Food Inspection Agency (CFIA). The work to be performed is detailed under Appendix "A" - Statement of Work.

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 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 World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement (CCOFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Panama Free Trade Agreement (CPAFTA), the Canada-Peru Free Trade Agreement (CPFTA), and the Canada-Korea Free Trade Agreement (CKFTA).



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bid must be submitted only to the Canadian Food Inspection Agency (CFIA) Bid Receiving email by the date, time and place indicated on page 1 of the bid solicitation.

cfia.bidreceipt-receptiondesoumission.acia@canada.ca

Due to the nature of the bid solicitation, bid submitted by mail or courier or transmitted by facsimile or via epost 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 bid 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 (Ashley.Bennett@canada.ca) no later than ten (10) business 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

Canada requests that bidders provide their bid in separate sections as follows:

Section I: Technical Bid (1 soft copy)

Section II: Financial Bid (1 soft copy)

Section III: Certifications (1 soft copy)

Prices must appear in the financial bid only. No prices must 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 Attachment 1 to Part 3 – Pricing Schedule.

Section III: Certifications

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



**ATTACHMENT 1 to PART 3
PRICING SCHEDULE**

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all inclusive firm per word rate for the type of translation service identified.

The rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

- a. Work described in Part 6, Resulting Contract Clauses, of this bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2.
- b. travel between the successful bidder's place of business and the NCR; and
- c. the relocation of resources

To satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

Translation from English to French					Sub-Total
Type of Translation Service*	Initial Period**	Option Periods**			
	Contract Award Date to March 31, 2020 (A)	Year 1 April 1, 2020 to March 31, 2021 (B)	Year 2 April 1, 2021 to March 31, 2022 (C)	Year 3 April 1, 2022 to March 31, 2023 (D)	
Working Day					
After Hours					
Urgent Work					
Total Price for Translation from English to French (E)					

*Refer to Annex "A" Statement of Work for a detailed definition of the types of translation services listed.

**The rates must be all-inclusive firm per word rate.



Translation from French to English					Sub-Total
Type of Translation Service*	Initial Period**	Option Periods**			
	Contract Award Date to March 31, 2020 (F)	Year 1 April 1, 2020 to March 31, 2021 (G)	Year 2 April 1, 2021 to March 31, 2022 (H)	Year 3 April 1, 2022 to March 31, 2023 (I)	
Working Day					
After Hours					
Urgent Work					
Total Price for Translation from English to French (J)					

*Refer to Annex "A" Statement of Work for a detailed definition of the types of translation services listed.

**The rates must be all-inclusive firm per word rate.

Total Evaluated Price for Evaluation	
Total Price for Translation from English to French (E)	
Total Price for Translation from English to French (J)	
Bidder`s Total Evaluated Price (applicable taxes extra)	



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

It is mandatory that the Bidder include a grid in their proposals, cross-referencing statements of compliance with the supporting data in their proposals. Note: the compliance grid, by and of itself does not constitute demonstrated evidence. The Bidder must submit a detailed CV for each of the proposed resources.

Each Project/Contract Summary provided must, at the minimum, provide the following:

- a. Project/Program description and deliverables;
- b. Name of the client organization;
- c. Date of the project, start and end dates, including month and year;
- d. Nature/description of the project/program scope, schedule and budget;
- e. Primary Responsibilities and Tasks performed by the Bidder on the project; and

The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute "demonstrated" for the purpose of the evaluation.

Interpretation of the Requirement by the Evaluation Team

1. The statements and requirements in this article apply to the personnel information.
2. To demonstrate the experience of personnel (e.g. consultant(s)), the Bidder should provide complete project details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained. The Bidder is advised that only listing position or assignment titles without providing any supporting data to describe responsibilities, duties, and relevance to the requirements will not be considered "demonstrated" for the purpose of this valuation.
3. Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op work terms are considered work experience provided they are related to the required services. If no months/years are stated to indicate when the work experience was obtained, then the experience will not be considered.
4. The Bidder is advised that the month(s) of valid experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
5. The Bidder is advised that, if the experience description only contains years, and does not specify any months within the year, then a maximum of only one month of experience will be allowed by the evaluation team if the experience starts and ends in the same year; and if the experience starts and ends in different years, only one month for the beginning year and one month for the end year of the range specified. For example, if the experience description states that a particular position or assignment was undertaken during:
 - (a) "2004", then only one month will be allowed for 2004, provided that the experience is applicable;



(b). "2004-2005", then only one month will be allowed for 2004, and one month for 2005, for a total of two months, provided that the experience is applicable;

(c). "2003-2005" , then only one month will be allowed for 2003, and one month for 2005, and 12 for 2004, for a total of 14 months, provided that the experience is applicable. In cases where the number of years is longer, the first and last year will still be counted as one month each, provided that the experience is applicable.

6. Phrases such as "within the last sixty (60) months" are used mean "within the sixty (60) preceding the closing date of the RFP". In the event that the RFP closing date is changed after the initial publication of the RFP, the Bidder may choose to interpret the phrase as being measured from either the initial closing date or the final closing date, unless otherwise directed in an RFP amendment.

7. Phrases such as "experience working as a Translator" (or other resource category title) mean that the experience must match, to the satisfaction of the evaluation team, the requirements for such a resource category as stated in the Statement of Work provided with this RFP.

8. Phrases such as "experience dealing with matters related to the Statement of Work" mean that the experience must match, to the satisfaction of the evaluation team, the nature of the requirements for the work being done by CFIA as described throughout the Statement of Work, including but not limited to background and introductory and other descriptive information.

9. Definitions:

"federal" means working within the legislative framework of the Canadian federal government.

"public sector" means municipal and/or provincial and/or federal government.

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The mandatory criteria will be evaluated on a "Met/Not Met" (i.e. compliant/non-compliant) basis. Proposals must demonstrate compliance with all of the Mandatory criteria and must provide the necessary documentation to support a determination of compliance.

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

4.1.1.1 Mandatory Technical Criteria

The mandatory evaluation criteria of this RFP are as follow:

	Description	Compliance (Met/Not Met)	Substantiation
Corporate Criteria			
MTC1	The Bidder must have a minimum of five (5) years within the last ten (10) years of demonstrated experience in delivering translation services in Canada's both official languages on documents containing scientific, medical and disease terminology containing names of diseases, pest etc.		



	To demonstrate, the Bidder must provide a minimum of three (3) Project/Contract Summaries.		
Resource Criteria			
MTC2	<p>The proposed translators must be certified and in good standing with The Association of Translators and Interpreters of Ontario (ATIO) or the Ordre des traducteurs, terminologies et interprètes agréés du Québec.</p> <p>To demonstrate, the proposed translators must provide a current copy of the registration certificate.</p>		
MTC3	<p>The proposed translators must have a minimum of two (2) years within the last ten (10) years of demonstrated experience in providing translation services from English to French and French to English.</p> <p>To demonstrate, the proposed translators must provide a minimum of three (3) Project/Contract Summaries.</p>		

4.1.2 Financial Evaluation

1. The price of the bid will be evaluated as follows:
 - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - b. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.



4.2 Basis of Selection – Mandatory Technical Criteria

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



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](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2.3 Additional Certifications Precedent to Contract Award



5.2.3.1 Status and Availability of Resources

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

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

5.2.3.2 Rate or Price Certification

The Bidder certifies that the price proposed

- a. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- b. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity; and
- c. does not include any provision for discounts to selling agents.

5.2.3.3 Education and Experience

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



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010B](#) (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from the date of Contract to March 31, 2020 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the 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 five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ashley Bennett
Procurement Officer
Canadian Food Inspection Agency
59 Camelot Drive, Ottawa, ON
Telephone: (613) 773-7769
E-mail address: Ashley.Bennett@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

The Project Authority for the Contract is: *(provided at contract award)*

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

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

The Contractor's Representative for the Contract is: *(provided at contract award)*

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid all-inclusive firm unit prices, as specified in the Annex "B" for a cost of \$ _____ *(insert the amount at contract award)*. Customs duties are included and Applicable Taxes are extra.

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



6.7.2 Method of Payment – Monthly Payments

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

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

6.7.3 Direct Deposit

The Contractor agrees to receive payment through direct deposit to a financial institution. The appropriate form will be provided prior to contract award. You can also obtain the form from the Receiver General's website at http://inspection.gc.ca/DAM/DAM-form-forme/STAGING/text-texte/c5692_re_1430315095751_eng.pdf

Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada *Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)*.

Additional information is available at:

www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html

6.7.4 Taxes – Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

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.

1. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Canadian Food Inspection Agency
Attn.
Telephone:
E-mail address:



6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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 General Conditions - Professional Services (Medium Complexity) – 2010B (2018-06-21);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) 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

1.0 TITLE

Translation Services

2.0 BACKGROUND

According to Canada's Official Languages Act and the Canadian Food Inspection Agency (CFIA) Official Languages Policy, staff has the right to work in the language of their choice when receiving training. Training material must be available in both official languages, English and French.

Training material documents are materials used in the training of staff. Materials could include presentation material, quizzes, scenarios and other documents.

3.0 OBJECTIVE

The CFIA requires the translation services to support the Human Resources-Learning Unit for regular and urgent translation of training material documents.

The volume of training material being translated varies from year to year and is dependent on the Human Resource (HR) work plan.

4.0 REQUIREMENT

The Contractor must provide translation services, from English text into French text (or in some cases, from French text into English text) in a way that ensures the French text is equivalent to the English text (or English text is equivalent to the French text) in content and style.

The volume request is not specified at this time as it may vary depending on the operational requirements.

4.1 Services

The Contractor must provide, on an as-and-when-requested basis, by the prescribed deadlines, the following services for which the Contractor will have received a translation request.

Quality assurance and text revision are required for all work prior to delivery to the client and must be performed by a translator who did not translate the original text.

a) Translation services

English-to-French translation services as well as French-to-English, which must meet the criteria, set out in section 7.0 of this document and which include actual translation, editing, in-depth comparison of the translation with the original text and correction of the form and content of the translation. The Contractor shall use the necessary quality control mechanisms to ensure that the terminology used is appropriate, that the translated document accurately reflects the source language text, and that the delivery of translation services is of the highest possible quality.



b) Translation services for urgent texts

Translation, editing and amendment services for urgent texts to be delivered the same day within a few hours, OR 48 hours following receipt of the translation/editing request, whether on working days, or after hours OR for work that exceeds a translator’s daily production capacity of 1,500 words for translation and 3,500 words for editing, as required in the translation/editing request provided by the Client. The Contractor shall use the necessary quality control mechanisms to ensure that the terminology used is appropriate, that the translated document accurately reflects the source language text, and that the delivery of translation services is of the highest possible quality.

5.0 TASKS / DELIVERABLES

Tasks	Deliverables
Translate training material documents from English to French and French to English.	Translated documents.

6.0 DEFINITIONS

6.1 Working day

For the purposes of this contract, “working day” means the period between 8:00 a.m. and 5:00 p.m., Eastern Standard Time or Eastern Daylight Time, as the case may be, Monday through Friday, except federal statutory holidays.

6.2 After hours

For the purposes of this contract, “after hours” means the period between 5:00 p.m. and 9:00 p.m., Eastern Standard Time or Eastern Daylight Time, as the case may be, Monday through Friday.

6.3 Urgent work

For the purposes of this contract, “urgent work” means all translation, editing and translation of amended texts to be delivered the same day within a few hours, OR within 48 hours of receipt of the translation/editing request, at the latest, whether on working days, or after hours, OR work that exceeds a translator’s daily production capacity of 1,500 words for translation and 3,500 words for editing.

7.0 DOCUMENTATION AND TERMINOLOGY

For training material documents, the Client will provide documentation and terminology reference sources, whenever available. These sources could be glossaries or texts.

The Contractor shall contribute to the Project’s terminology collection by submitting a request, with the translation concerned, a list of terms and expressions not found in common references and terminology banks in a format or software chosen by the Client.

8.0 LINGUISTIC QUALITY AND TERMINOLOGY UNIFORMITY

The work delivered under this contract shall meet the following quality criteria and must be deemed to be satisfactory by the Client.



The translations must be an exact rendering of the original text (source text) in the target language. They shall respect the spelling, grammar, syntax and usage of the target language; take the tone, style and terminology used by the author into consideration; and ensure that the message is understandable, which means clear, concise and tailored to the end user.

The Contractor shall ensure that the work contains standardized, consistent terminology when the services of more than one translator are used, and shall meet the work submission deadline.

The Contractor shall deliver the texts by the agreed date and time.

The Contractor shall make no more than two (2) minor errors* per 400-word section and no major errors,** and shall submit the translated texts using the same software and format as the original text in an appropriate, uniform style with consistent, accurate terminology that will not require any changes.

* For the purposes of this contract, a minor error is defined as a punctuation or typographical error.

** For the purposes of this contract, a major error includes the following:

a) ACCURACY

- i. mistranslation
- ii. shift in meaning
- iii. omission
- iv. addition
- v. ambiguity
- vi. illogical rendering
- vii. lack of clarity
- viii. improper use of terminology.

b) LANGUAGE

- i. syntax (improper sentence structure)
- ii. calque (expression from one language adopted by another in a more or less literally translated form)
- iii. under/over translation
- iv. incorrect use of prepositions, conjunctions, adverbs, pronouns
- v. grammar (lack of agreement, improper verb use)
- vi. usage, including the following:
 1. faulty usage
 2. Gallicisms (words or phrases borrowed from French)
 3. incorrect collocation
 4. substandard usage (language error where a non-standard or an incorrect word is used)
 5. improper choice of words or expressions

c) STYLE AND ADAPTATION

- i. awkward rendering
- ii. poor formulation
- iii. word-for-word translation
- iv. unidiomatic rendering (whose meaning does not follow from the meaning of the individual words of which it is composed)
- v. incorrect adaptation of any of the following with respect to the end user: tone, conciseness and level of language

d) OFFICIAL TITLES AND TERMINOLOGY

- i. incorrect use of official titles
- ii. incorrect use of acronyms
- iii. incorrect use of terminology
- iv. failure to follow client usage



- v. lack of consistency

e) FORMATTING

Problems concerning the following:

- i. layout
- ii. alignment of paragraphs and headings
- iii. the translation does not mirror the original of any of the following: tables, charts, table of contents, bibliography
- iv. hypertext links are incorrect
- v. consistency

9.0 OFFICIAL LANGUAGES

The delivery of services under this contract shall be carried out between two official languages of Canada. The Contractor, its coordinator(s) and the translation resources shall be able to communicate orally and in writing with the client in the two official languages of Canada. The editing resources shall be able to communicate orally and in writing with the client in the language required although ability to communicate orally and in writing in both official languages of Canada will be considered an asset.

10.0 SOFTWARE AND LAYOUT

The Contractor shall be able to use all the applications listed below on an IBM-compatible system at all times during the period of the Contract.

The documents shall be submitted in the software used to produce the original documents, such as:

- MS Office 2010 (MS Word; MS Power Point; MS Excel; MS Visio) or subsequent versions, as specified by the Client in the translation/editing request. If the Client is using a more recent version of the software applications listed above, the Contractor shall obtain the required version, at its own expense, within two (2) weeks and familiarize itself with the features of the new version.

The Contractor shall also use virus detection and elimination systems. The Contractor shall take the necessary steps to deliver these texts using virus-free electronic media or methods.

It is strongly recommended, but not mandatory, that the Contractor purchase a recognized translation memory application and use it on a regular basis.

The Contractor agrees to purchase any new application that may be required within four (4) weeks of the Client's request.

The Contractor shall have Internet access for receiving and sending texts.

The Contractor shall assume responsibility for all equipment, hardware, supplies, services, software and any work tools and instruments that are necessary to perform the work.

11.0 WORD COUNT

A "word" is defined as a contiguous series of characters, including numbers. The Contractor shall use the original document's word-processing application to determine the number of words contained in the document.



Canadian Food
Inspection Agency

Agence Canadienne
d'inspection des aliments

The Client reserves the right to make any checks that he or she deems necessary to verify the accuracy of the word count or number of hours provided and to correct it if necessary. Any dispute shall be settled before the work is started.



**ANNEX "B"
BASIS OF PAYMENT**

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid all-inclusive firm per word rates below which includes all labour, tools, materials, equipment, supervision, travel, overtime and transportation required. The all-inclusive firm per word rate does not include applicable taxes (e.g. GST/HST). However, applicable taxes will be added as a separate line item to any invoices issued as a result of this Contract.

Translation from English to French				
Type of Translation Service*	Initial Period**	Option Periods**		
	Contract Award Date to March 31, 2020	Year 1 April 1, 2020 to March 31, 2021	Year 2 April 1, 2021 to March 31, 2022	Year 3 April 1, 2022 to March 31, 2023
Working Day				
After Hours				
Urgent Work				

*Refer to Annex "A" Statement of Work for a detailed definition of the types of translation services listed.

**The rates must be all-inclusive firm per word rate.

Translation from French to English				
Type of Translation Service*	Initial Period**	Option Periods**		
	Contract Award Date to March 31, 2020	Year 1 April 1, 2020 to March 31, 2021	Year 2 April 1, 2021 to March 31, 2022	Year 3 April 1, 2022 to March 31, 2023
Working Day				
After Hours				
Urgent Work				

*Refer to Annex "A" Statement of Work for a detailed definition of the types of translation services listed.

**The rates must be all-inclusive firm per word rate.