



Transport  
Canada

Transports  
Canada

Solicitation # T8080-190293

**RETURN BIDS TO:**

Transport Canada  
Mailroom (Food Court Level)  
Tower "C", Place de Ville  
330 Sparks Street  
Ottawa, Ontario, K1A 0N5  
Attn: Maureen Mateush

**Bid solicitation**

Proposal to: **Transport Canada-**

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

**Instructions: See herein**

**Supplier legal name and address:**

**THIS DOCUMENT CONTAINS NO  
SECURITY REQUIREMENT**

<b>Title: Translation Services</b>		Page 1 of 27
<b>Solicitation no.:</b> T8080-190293		<b>Date:</b> December 4, 2019
<b>Solicitation closes:</b> At 2 p.m. / 14 h on January 13, 2020		<b>Time zone:</b> Eastern Standard Time (EST)
<b>Address inquiries to:</b> Maureen Mateush		
<b>Email:</b> <a href="mailto:maureen.mateush@tc.gc.ca">maureen.mateush@tc.gc.ca</a>		
<b>Destination:</b> See herein		

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



## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **1.2 Statement of Work**

Statement of Work for Translation Services- this requirement is to provide translation services on an “As and When” required basis for all Transport Canada project related documents.

### **1.3 Comprehensive Land Claims Agreement(s)**

“Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.”

### **1.4 Debriefings**

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

### **1.5 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."



## 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](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

“Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names”.

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

Due to the nature of the bid solicitation, bids transmitted by facsimile to Transport Canada 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

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

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

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

Section I: Technical Bid (four (4) hard copies)  
Section II: Financial Bid (one (1) hard copy)  
Section III: Certifications (four (4) hard copies)  
Section IV: Additional Information (four (4) hard copies)

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

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and



- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

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

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

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

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

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

If Annex “X” 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.

#### **3.1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06) Exchange Rate Fluctuation

#### **3.1.3 SACC Manual Clauses**

### **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.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

##### **Mandatory Technical Criteria**

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria may be excluded from further considerations. The technical proposal should address each of the criteria in the order in which they appear.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.





Criterion ID	Mandatory Criteria	Bid Preparation Instructions
<b>M1</b>	Proponent must provide the number of years in business and the number of resources that conduct translation services.	Information that must be provided as Company Profile: 1) Start date of firm; 2) Number of years of Senior Translator(s); and 3) Number of Translation Projects associated with Government of Canada entities.
<b>M2</b>	Proponent must show that the Proponent's Resources are either 1) in Good Standing with a Provincial or Territorial Professional association affiliated with the Canadian Translators, Terminologists and Interpreters Council (CTTIC) or 2) Holds at minimum a Bachelor's Degree in translation from a recognized university.	Information that must be provided: 1) Copy of the associations professional certification/ member #; or 2) Copy of the bachelor's degree
<b>M3</b>	Proponent must demonstrate translation services of at least ten (10) projects, from English to French of at least 300,000 words over the last five (5) years.	Information that must be provided for each project: 1) The field of translation; 2) Period of the translation; and 3) Number of words translated;



Criterion ID	Mandatory Criteria	Bid Preparation Instructions
<b>M4</b>	Proponent must demonstrate translation services of at least ten (10) projects, from French to English of at least 300,000 words over the last five (5) years.	Information that must be provided for each project: <ol style="list-style-type: none"><li>1) The field of translation;</li><li>2) Period of the translation; and</li><li>3) Number of words translated;</li></ol>
<b>M5</b>	Proponent must demonstrate the firm has a quality management and control process.	Information that must be provided: <ol style="list-style-type: none"><li>1) Description of the quality management and control process;</li><li>2) How the process is applied on a day-to-day basis;</li><li>3) What steps are taken when the translation quality is not deemed satisfactory by the client; and</li><li>4) How the Proponent establish priorities on multiple requests.</li></ol>
<b>M6</b>	Proponent must provide a minimum of two (2) references with one (1) one of those entities being a Government of Canada Department or Agency	Reference Information that must be provided: <ol style="list-style-type: none"><li>1) Department Agency or Firm</li><li>2) Primary Contact at Department, Agency or Firm</li><li>3) Email address</li><li>4) Telephone number</li></ol> <b>**Note it is the responsibility of the Bidder to ensure that the reference contact information is accurate prior to the submission of the firm's bid.</b>



Criterion ID	Mandatory Criteria	Bid Preparation Instructions
M7	Proponent must have a valid Document Safeguarding Capacity shall hold a valid Organization Security Clearance at the level of Enhanced issued by the Canadian Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC), prior to the submission of Bid.	<p>The Bidder is to provide the following information at bid closing:</p> <ul style="list-style-type: none"><li>• Name of firm that appears on security clearance application form</li><li>• Level of security clearance obtained</li><li>• Validity period of security clearance obtained</li><li>• Security Screening Certificate and Briefing Form file number</li></ul> <p>Failure to provide the information above will render the proposal non-compliant.</p>

## 4.2 Basis of Selection

### 4.2.1 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 property 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](#) 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.



## **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**

[2010C](#) (2018-06-21), General Conditions - 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 Award to December 31 2020 inclusive.

#### **6.4.3 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one 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 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.



## **6.5 Task Authorization**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

As more than one contract has been awarded for this requirement, a request to perform a task will be sent to the first ranked contractor. If that contractor confirms in writing that it is unable to perform the task as a result of previous commitments under a TA, the request to perform a task will then be forwarded to the contractor ranked second. This process will continue until the task can be performed by another contractor. If no contractor can perform the task, Canada reserves the right to acquire the required Work by other means. A contractor may advise the Project Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under a TA and no request to perform a task will be sent to that contractor until that contractor has given notice in writing to the Project Authority and the Contracting Authority that it is available to perform additional tasks.

### **6.5.1 Task Authorization Process:**

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex C.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the "Project" Authority, within three (3) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### **6.5.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$\_\_\_\_\_, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority before issuance.

### **6.5.3 Minimum Work Guarantee - All the Work - Task Authorizations**

1. "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and "Minimum Contract Value" means

\_\_\_\_\_



2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### **6.5.4 Periodic Usage Reports - Contracts with Task Authorizations**

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in Annex "\_\_\_\_". If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

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

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

#### **Reporting Requirement- Details**

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

##### **For each authorized task:**

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;





- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

**For all authorized tasks:**

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

## **6.6 Authorities**

### **6.6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: **Maureen Mateush**

Title: Team Leader, Contracting and Procurement

Organization: Transport Canada Contracting and Procurement

Winnipeg, McDonald Building, 344 Edmonton, Winnipeg, MB

Telephone: (431) 337-8394

E-mail address: [maureen.mateush@tc.gc.ca](mailto:maureen.mateush@tc.gc.ca)

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

### **6.6.2 Project Authority [To be Announced upon Contract Award]**

The Project Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ \_

Facsimile: \_\_\_\_ \_

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.

### **6.6.3 Contractor's Representative [To be announced upon Contract Award]**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ \_\_\_\_ \_\_\_\_

Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_

E-mail address: \_\_\_\_\_

### **6.7 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.

### **6.8 Payment**

#### **6.8.1 Basis of Payment**

Basis of payment: Individual task authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment Annex "B".

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.



## 6.8.2 Limitation of expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 6.8.3 Limitation of price

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.

## 6.8.4 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);

## 6.9 Invoicing Instructions

The original and one (1) copy must be forwarded to the following address for certification and payment.

\_\_\_\_\_ *(Insert the name of the organization)*  
\_\_\_\_\_ *(Insert the address of the organization)*



## 6.10 Certifications and Additional Information

### 6.10.1 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.

### 6.11 Applicable Laws

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

### 6.12 Priority of Documents

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

- (a) The Articles of Agreement;
- (b) The general conditions 2010C (2018-06-21);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Task Authorization Form;
- (f) 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 for Multimodal and Road Safety Programs**

##### **1. Background**

The Motor Vehicle Safety Directorate (MVSD) in Transport Canada develops and administers standards and regulations and works with industry, government partners and stakeholders to develop road safety initiatives and implement road safety in Canada. One of these initiatives is the Multimodal and Road Safety Programs (MRSP).

##### **2. Objective**

The objective of this Statement of Work is to establish all translation tasks that MRSP will require on an "As and When Required" Basis. Contractor will be responsible to provide translation all documents provided by the MRSP from English to French or from French to English.

##### **3. Tasks**

Contractor will be required to perform all of the following in the associated task:

- 3.1. Translate documents from English to French or from French to English;
- 3.2. Ensure the accuracy of the that the technical transportation related terminology from original document to translated document;
- 3.3. Translated documents must be in accordance with the terminology from the Treasury Board, Privy Council Office, and the Public Service Commission; and
- 3.4. Spell check translated document and ensure version control of document.

##### **4. Deliverables**

The Contractor will be responsible for providing the following deliverables as identified by the Project Authority (PA) in each task authorization:

- 4.1. Translated documents are to be provided electronically to the PA unless specified in the Task Authority;
- 4.2. Translated documents that are to be provided electronically must be compatible to Windows 10 Enterprise and Microsoft Office Professional plus 2013.
- 4.3. Urgent translation tasks will be required within a maximum 4 hours to 24 hours depending on the urgency, from the date and time the PA has provided the required translated document;
- 4.4. Non-urgent requests are to be delivered within 4 business days, from the date and time the PA has provided the required translated document;

##### **5. Contractor's Responsibilities**

The Contractor will be responsible for providing the following in addition to 3. Tasks and 4. Deliverables:

- 5.1. Provide on an accurate level of effort and price, in writing, for translation urgent and non-urgent translation tasks,



- 5.2. Ensure that all Resources are a certified member in good standing in the applicable provincial or territorial professional association affiliated with the Canadian Translators, Terminologists and Interpreters Council or holds a Bachelor's Degree in translation from a recognized university.
- 5.3. Ensure that the firm's quality management and control process is being followed by all resources;
- 5.4. Ensure that the translated documents are delivered as per the level of effort provided and agreed to by Contractor and PA;
- 5.5. To advise the PA and Designated Authorization Personnel (DAP), identified in Contract, a minimum of two (2) days prior to the end of the Contractor's Level of Effort that the task cannot be completed. There must be a valid reasoning on why the task cannot be completed if the Level of Effort has been provided by the Contractor;
- 5.6. To contact the CA, and only the CA, for any contractual issues concerning the Task Authorization Contract and/or Task Authorization.

## **6. Location of Work**

All translation services will be conducted at the office(s) of the Contractor.

## **7. Constraints**

- 7.1. Contractor **is only to accept** Task Authorization from the Designated Authorization Personnel, at **no time** should the Contractor be provided a Task Authorization that has not been sent by the Designated Authorization Personnel;
- 7.2. All reports, documents, processes and deliverables developed and/or updated by the Contractor must be submitted for review, approval and if applicable signature of the PA;
- 7.3. Contractor providing the services must be independent of direct control by servants of Canada and are not in any respect employees or servants of Canada;
- 7.4. During the performance of the Contract, the Contractor or Contractor's Resource must not direct any departmental organizations, or any personnel of any third parties with whom Canada has or intends to contract, to perform any action;
- 7.5. At all times during the provision of the required services, Contractor are not to have access to any proprietary information including but not limited to financial information (including unit prices or rates) or technical information concerning any third parties with whom Canada has contracted or intends to contract, other than information that is in the public domain, (e.g. total value of contract(s) awarded);
- 7.6. The Contractor and the Contractor's Resources must ensure that all time they do not use the Government of Canada or the Client Departmental designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that in any manner leads others to perceive the Contractor or the Contractor's Resource as being an employee of Canada; and
- 7.7. Any communication with a Contractor regarding the quality of work performed pursuant to this Contract must be undertaken by official correspondence through the Contract Authority (CA).

## **8. Responsibility of MRSP**

- 8.1. All available data, document and /or database access deemed necessary by the PA for the provision of the services established in the Task Authorization Description of the Work Required;
- 8.2. PA will request for a Level of Effort by the Contractor prior to sending a Task Authorization for translation;
- 8.3. PA will provide a review and recommendation within four (4) days of any DRAFT document associated in each individual Task Authorization;



8.4. PA will be responsible for notifying the Contractor in regards to any translation discrepancies or in accurate translation; and

8.5. PA will be responsible for notifying the CA immediately of any disciplinary issues in regards to the Contractor's.

**9. Language**

Resource must be able to write and orally communicate in both French and English.



## ANNEX "B" Basis of Payment

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

Initial Contract Period (Award to December 31, 2020)	
Regular Day Unit Price Per Word	\$ per word
Urgent Day Unit Price Per Word	\$ per word
Saturday/Sunday/Statutory Holiday	\$ per word

Unit price per word: The unit price per word must be presented in dollar form and have a maximum of two (2) decimals. Bids with more than two (2) decimals will be rejected.

This section applies only if the option to extend the Contract is exercised by Canada. During the extended period of the Contract specified below, the Contractor will be paid at the rates specified below for work specified below to perform all the work in relation to the contract extension and in accordance with the Statement of Work.

Option Period 1 (January 1, 2021 to December 31, 2021)	
Regular Day Unit Price Per Word	\$ per word
Urgent Day Unit Price Per Word	\$ per word
Saturday/Sunday/Statutory Holiday	\$ per word

Unit price per word: The unit price per word must be presented in dollar form and have a maximum of two (2) decimals. Bids with more than two (2) decimals will be rejected.





**This section applies only if the option to extend the Contract is exercised by Canada.**  
**During the extended period of the Contract specified below, the Contractor will be paid at the rates specified below for work specified below to perform all the work in relation to the contract extension and in accordance with the Statement of Work.**

Option Period 2 (January 1, 2022 to December 31, 2022)	
Regular Day Unit Price Per Word	\$ per word
Urgent Day Unit Price Per Word	\$ per word
Saturday/Sunday/Statutory Holiday	\$ per word



**ANNEX "C"**

**Task Authorization Form**

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



## ANNEX "D" THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

**OR**

- ☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)