

RETURN BIDS TO :

**RETOURNER LES
SOUMISSIONS À:**

Transport Canada
Mail Room Operations – Food Court
Level
Tower “C”, Place de Ville
330 Sparks Street
Ottawa, Ontario K1A 0N5

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Transport Canada

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

Proposition aux: Transports Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

Instructions : See Herein

Comments - Commentaires

Title – Sujet TRANSLATION SERVICES FOR THE MARINE SAFETY AND SECURITY DIRECTORATE AND THE CIVIL AVIATION DIRECTORATE, TRANSPORT CANADA	
Solicitation No. – N° de l’invitation T8080-190411	Date December 13, 2019
File No. – N° de dossier T8080-190411	CCC No. / N° CCC - FMS No. / N° VME
Solicitation Closes – L’invitation prend fin At 2 :00 PM on February 3rd, 2020	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :	

Instructions: Voir aux présentes

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement for this work.

1.2 Statement of Work

As part of the Marine Safety and Security (MSS) and Civil Aviation programs in Transport Canada (TC), has ongoing translation needs of the MSS Directorate and Civil Aviation Directorate include urgent communications requests, reports, regulations and documents for conferences and stakeholders. MSS and Civil Aviation also produces standards, research documents, briefings, and technical and management documents that must be available in both official languages.

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.

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 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

Bids must be submitted only to Transport Canada (TC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC 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 seven (7) 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

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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

Section I: Technical Bid (4 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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, see Annex B.

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.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

RFP Reference	Requirements	Reference Section / Page in Bidder's Proposal	Met/ Not Met
M1	<p>The Bidders must demonstrate that they have dedicated translators to provide the services as detailed in the Statement of Work.</p> <p>To demonstrate compliance, Bidders must include within their proposal a detailed Curriculum Vitae (CV) of each proposed resource (up to ten (10)).</p>		
M2	<p>The Bidders must provide a copy of the proposed resource's valid translation certification.</p> <p>Certifications accepted:</p> <ul style="list-style-type: none"> • Certification granted by a provincial or territorial regulatory body; • National regulatory council - Canadian Translators, Terminologists and Interpreters Council (CTTIC); • International Federation of Translators (FIT); • National standard CAN/CGSB-131.10-2008. <p>Proof of respective provincial or territorial association acceptance, certification and confirmation of members in good standing must be submitted with the bid.</p>		
M3	<p>The Bidders must demonstrate a minimum of five (5) years' experience in technical/specialized* translation within the last ten (10) years.</p> <p><i>*(Technical/specialized translations are documents related to Marine Safety and Security (MSS) and Civil Aviation or to the Safety and Security of another mode of transportation (Rail or Road)).</i></p>		

4.1.1.2 Point Rated Technical Criteria

Proposals having successfully met ALL of the mandatory criteria will be evaluated against each of the following point-rated criteria, using the evaluation factors and weighing indicators indicated.

Bids must achieve the minimum scores stated below. Bids that do not meet this requirement will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Proposals must achieve a minimum overall rating of 70% or 210 points in Phase I of the evaluation in order to move to Phase 2 of the evaluation where the proposals will have to obtain a minimum score of 80% or 160 points in order to be considered for the cost evaluation stage.

Bidders must include a copy of the **Selection Criteria, Phase 1** in their Technical proposal and clearly indicate where the supporting information can be found in the proposal by identifying the page number in the column "Proposal Cross Reference".

Phase 1

The Bidders must demonstrate the extent to which the proposed Resources meets the following:

Rated Criteria	Points	Proposal Cross Reference
<p>R1 Contractor Profile</p> <p>The Bidders should demonstrate their corporate experience by providing one (1) general English to French and one (1) French to English translation projects within the last five (5) years between 500 and 1,000 words each.</p> <p>To facilitate the evaluation, information on specific projects should include:</p> <ul style="list-style-type: none"> • Title of project(s), location (city, country); • Brief description of project scope, cost and schedule; • Dates (month and year) of participation in the project; and corporate role in the project; • Name and position of the technical authority for the project; and • E-Mail and telephone of the project technical authority. <p>References may be contacted for validation of the submitted projects.</p> <p>The samples provided must be from the named resources submitted in the proposal.</p> <p>For every error, one (1) point will be deducted from 100 points available per sample and two (2) points will be deducted for a serious error.</p> <p><u>General translation:</u></p> <p>Sample #1 English to French – max. 100 points Sample #2 French to English – max. 100 points</p>	<p>200</p>	

	Sum of which is a Max of 200 points		
R2	<p>Experience of Personnel</p> <p>The Bidders must demonstrate a minimum of five (5) years' experience in translation within the last ten (10) years for a maximum of ten (10) resources.</p> <p>Information to be submitted: The Bidders are to provide the following:</p> <ul style="list-style-type: none"> • Individuals' years of experience; and • Responsibilities held by the individuals being proposed, for projects they have completed. <p>1 point per year of experience to a max of 10 points per resources.</p> <p>Ten (10) points per Resource up to a maximum total of 100 points.</p>	100	
Total Technical Pass Mark		210/300	

Phase 2

Technical Criteria	Pages	Rating
<p>The Bidders should demonstrate their corporate experience by providing two (2) technical/specialized* translation projects within the last three (3) years with a minimum of 5,000 words each.</p> <p><i>*(Technical/specialized translations are documents related to Marine Safety and Security (MSS) and Civil Aviation or to the Safety and Security of another mode of transportation (Rail or Road)).</i></p> <p>To facilitate the evaluation, information on the individual must include:</p> <ul style="list-style-type: none"> • Title of project(s), location (city, country); • Brief description of project scope, cost and schedule; • Dates (month and year) of participation in the project; and corporate role in the project; • Name and position of the technical authority for the project; and • E-Mail and telephone of the project technical authority. <p>The samples provided must be from the named resources (all two) submitted in the proposal.</p> <p>For every error, one (1) point will be deducted from 100 points available per sample and two (2) points will be deducted for a serious error.</p>		/200

<p>Technical specialized translation: Sample #1 – max. 100 points Sample #2 – max. 100 points</p> <p>Sum of which is a Maximum of 200 points.</p>		
Total Technical Pass Mark		160/200

4.1.2 Financial Evaluation

Bidders shall provide a breakdown of the Fixed Price in accordance with the following requirements.

Initial Contract Period (1 year)

Type of Request	Turn Around Time	Rate per Word (Fixed Unit Price)	X	Number of words*	=	\$
1A. Regular translation	Regular	\$ _____	X	550 000	=	\$ _____
1B. Regular translation	Urgent	\$ _____	X	132 000	=	\$ _____
2A. Technical/Specialized Translation	Regular	\$ _____	X	800 000	=	\$ _____
2C. Technical/Specialized Translation	Urgent	\$ _____	X	148 000	=	\$ _____
2C. Revision of Translated text	Regular	\$ _____	X	320 000	=	\$ _____
TOTAL Initial Contract Period =						\$ _____

Year 2 (Option 1)

Type of Request	Turn Around Time	Rate per Word (Fixed Unit Price)	X	Number of words*	=	\$
1A. Regular translation	Regular	\$ _____	X	550 000	=	\$ _____
1B. Regular translation	Urgent	\$ _____	X	132 000	=	\$ _____
2A. Technical/Specialized Translation	Regular	\$ _____	X	800 000	=	\$ _____
2C. Technical/Specialized Translation	Urgent	\$ _____	X	148 000	=	\$ _____
2C. Revision of Translated text.	Regular	\$ _____	X	320 000	=	\$ _____
TOTAL Year 2 (Option 1) =						\$ _____

Year 3 (Option 2)

Type of Request	Turn Around Time	Rate per Word (Fixed Unit Price)	X	Number of words*	=	\$
1A. Regular translation	Regular	\$ _____	X	550 000	=	\$ _____
1B. Regular translation	Urgent	\$ _____	X	132 000	=	\$ _____
2A. Technical/Specialized Translation	Regular	\$ _____	X	800 000	=	\$ _____
2C. Technical/Specialized Translation	Urgent	\$ _____	X	148 000	=	\$ _____
2C. Revision of Translated text	Regular	\$ _____	X	320 000	=	\$ _____
TOTAL Year 3 (Option 2) =						\$ _____

Year 4 (Option 3)

Type of Request	Turn Around Time	Rate per Word (Fixed Unit Price)	X	Number of words*	=	\$
1A. Regular translation	Regular	\$ _____	X	550 000	=	\$ _____
1B. Regular translation	Urgent	\$ _____	X	132 000	=	\$ _____
2A. Technical/Specialized Translation	Regular	\$ _____	X	800 000	=	\$ _____
2C. Technical/Specialized Translation	Urgent	\$ _____	X	148 000	=	\$ _____
2C. Revision of Translated text	Regular	\$ _____	X	320 000	=	\$ _____
TOTAL Year 4 (Option 3) =						\$ _____

TOTAL TENDERED PRICE OF THE CONTRACT: \$ _____ (+ GST/HST)
(Total of all contract periods)

* The quantities indicated above (number of words) are estimates only and will be used for cost evaluation purposes only. No minimum or maximum quantities are guaranteed. The actual quantities will be determined during the period of the contract by the TC Project Authority.

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

- . To be declared responsive, a bid must:
 - i. comply with all the requirements of the bid solicitation; and

- ii. meet all mandatory criteria; and
- iii. obtain the required minimum scores for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.

- 2. Bids not meeting 1 (a), (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the5. technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated total price multiplied by the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

Notes:

*TC may choose to terminate the evaluation upon the first finding of non-compliance.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Precedent to Contract Award and Additional Information

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

5.1.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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.

5.1.2 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/programs/employment-equity/federal-contractor-program.html#) 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.

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

As part of the Marine Safety and Security (MSS) and Civil Aviation programs in Transport Canada (TC), has ongoing translation needs of the MSS Directorate and Civil Aviation Directorate include urgent communications requests, reports, regulations and documents for conferences and stakeholders. MSS and Civil Aviation also produces standards, research documents, briefings, and technical and management documents that must be available in both official languages.

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

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

6.4.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one 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 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Trevor Hardman
Title: Team Leader, Contracting and Procurement
Telephone: 431 335-3874
E-mail address: trevor.hardman@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.

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
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

Name: _____
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

For the Work described in the Statement of Work in Annex A :

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm lot price(s) for a cost of \$_____ (insert the amount at contract award). Customs duties are included, and Applicable Taxes are extra. See Annex B for a detailed Basis of Payment.

For the firm price portion of the Work only, 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 Electronic Payment of Invoices – Contract

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

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

6.8 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.

Invoices must be distributed as follows:

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

Project Authority (See 6.5.2 of the contract)

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.

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms 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 [2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____

ANNEX "A"

STATEMENT OF WORK

TRANSLATION SERVICES FOR THE MARINE SAFETY AND SECURITY DIRECTORATE AND THE CIVIL AVIATION DIRECTORATE, TRANSPORT CANADA

BACKGROUND

As part of the Marine Safety and Security (MSS) and Civil Aviation programs in Transport Canada (TC), has ongoing translation needs of the MSS Directorate and Civil Aviation Directorate include urgent communications requests, reports, regulations and documents for conferences and stakeholders. MSS and Civil Aviation also produces standards, research documents, briefings, and technical and management documents that must be available in both official languages.

OBJECTIVE

To provide professional translation services in assisting the Directorates to meet their mandates of informing and educating the public through timely, accurate and quality awareness material in both official languages, in accordance with the requirements of the Official Languages Act and to ensure consistency in the language throughout all documentation.

PROSPECTIVE

The Directorates require assistance in translating approximately between 1 000 000 and 2 000 000 words annually. It is estimated that 75% of the requests submitted are done from English translated to French and occasionally French translated to English. The materials to be translated are noted below but not limited to:

- Meeting documents (Agendas, Records of Decisions, PowerPoints)
- Policy papers and Reports
- Regulatory Impact Analysis Statements
- Legal Documents
- Triage documents
- Consultation documents
- Media lines
- Q&A's (for on-line publication and distribution to stakeholders)
- Website content
- Surveys
- Rating Guides
- Guidelines Documents
- Awareness material
- Technical manuals

These documents can be highly technical and specific to the marine mode or to the aviation mode.

* (Technical/specialized translations are documents related to Marine Safety and Security (MSS) and Civil Aviation or to the Safety and Security of another mode of transportation (Rail or Road).

The contractor providing these services must be capable to commence work immediately and must not require training or supervision.

All material (documents to be translated and reference documents) sent to Contractors will be unclassified.

PRODUCTS TO BE DELIVERED AND SPECIFIC REQUIREMENTS:

The documents provided must be translated using terminology specific to the Government of Canada, the standard reference tool being TERMIUM:

- <http://termiumplus.translationbureau.gc.ca/tpv2Show/termiumplus.html?lang=e2>

Other sites or databases that can be referenced, which are more specific to the marine and civil aviation modes, are as follows:

- Terminology specific to aviation:
 - http://wwwapps.tc.gc.ca/Saf-Sec-Sur/2/cats-stac/c_s.aspx?lang=eng

- For Civil Aviation - the Civil Aviation Terminology System (CATS):
 - http://wwwapps.tc.gc.ca/Saf-Sec-Sur/2/cats-stac/c_s.aspx?lang=eng

- The Glossary for Pilots and Air Traffic Services Personnel:
 - <http://www.tc.gc.ca/en/services/aviation/reference-centre/advisory-circulars/ac-100-001.html>

Documents must be returned with the same identifier (reference number) provided by the Department.

Translated documents must be subject to a quality control system.

The Contractor will be required to submit the translated documents in an electronic format using the same format in which it was provided, such as Word, PowerPoint, Excel or in the French template provided, by the deadline agreed upon.

The contractor must have in place an online customer portal that allows for the electronic transmission of documents (send and receive) as well as tracking and status of said submitted documents. The portal/User interface needs to be accessible 24/7 and have bilingual functionality. It should be Device agnostic and Browser agnostic. The amount of data it needs to be able to process in a day is 10 times MS Word Maximum size.

The contractor must be able to receive and send documents electronically for communication purposes, using an e-mail software compatible with that of Transport Canada's (Microsoft Outlook is the current standard). This method is solely for back up and to allow for follow up discussions, should either side have questions.

PERIOD OF CONTRACT

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

OPTION TO EXTEND THE CONTRACT

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least twenty (20) 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.

TERMS OF SERVICE

Expected Delivery Timeline

The Contractor must provide translation services in accordance with the following schedule specified in Table A1 herein.

**Table A1
Expected Delivery Time**

Type of services	Less than 600 words	600-1,000 words	1,001-2,000 words	2,001-4,000 words	4,001-10,000 words	10,001-15,000 words
Regular	up to 7 hours	up to 10 hours	up to 14 hours	up to 3 days	up to 5 days	up to 8 days
Urgent	If during regular working hours: up to 3.5 hours. If not, must be delivered by next morning 9 a.m. (local time of request originator)	If during regular working hours: up to 5 hours. If not, must be delivered by next morning 9 a.m. (local time of request originator)	If during regular working hours: up to 7.5 hours. If not, must be delivered by next morning 9 a.m. (local time of request originator)	Up to 2 days	Up to 3.5 days	Up to 5 days

Type of services	15,001-20,000 words	20,001-25,000 words	25,001-30,000 words	30,001-35,000 words	Over 35,000 words
Regular	Up to 10 days	Up to 12 days	Up to 14 days	Up to 16 days	Up to 18 days
Urgent	up to 5 days using several translators to meet deadline	up to 5 days using several translators to meet deadline	up to 5 days using several translators to meet deadline	up to 5 days using several translators to meet deadline	up to 5 days using several translators to meet deadline

***Note: Regular Hours:** Work to be performed during normal business hours from 8:00 a.m. to 5:00 p.m., client local time, Monday to Friday, excluding weekends and federal statutory holidays.

Outside Regular Hours: Work to be performed outside the Regular Hours, namely from 5:00 p.m. to 8:00 a.m. client local time from Monday to Friday, on weekends and on statutory holidays.

Statutory Holiday: means New Year's Day, Good Friday, Easter Monday, Victoria Day or the Fête des Patriotes, Saint-Jean Baptiste (Quebec) or the first Monday in August (depending on the location of the Contractor's place of business), Canada Day, Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.

- Deadlines for completion of work may be negotiated between the contractor and the Directorate.

- Contractors shall treat all information to which they are privy as restricted and shall not share this information without written authorization by Transport Canada

SCOPE OF WORK

The work will consist of the following:

- Translating from English into French (75%) and occasionally from French into English (25%) the MSS and Civil Aviation materials (referred to in the Prospective section of this document) submitted by the Directorates.
- Ensuring the French version of the material is compatible with the original text;
- Ensuring the terminology used in the French version is accurate; and
- Ensuring quality control of the translated text.
- The services provided will be to the satisfaction and the acceptance of the Departmental Representative.

DOCUMENTATION

If required by the Contractor, the Directorates will provide all the necessary reference material that must be returned at the end of the contract.

FEEES WILL BE BASED ON THE FOLLOWING

Translation:

- General type documents: cost per one word, regular deadline, and urgent deadline.
- Technical/specialized documents: cost per one word, regular deadline, and urgent deadline.

SECURITY REQUIREMENTS

All material (documents to be translated and reference documents) sent to Contractors will be unclassified.

All information to the contractor is to be kept in confidence and shall not be shared without written TC authorization. The selected resource(s) will be provided with unclassified information.

The work will be done at the contractor's facilities, off-site. The contractor will not need to access the department building. Transactions will be done via the online customer portal. And communication will be done via email as required.

CONTINUITY AND REPLACEMENT OF CONTRACTOR RESOURCES

The Contractor will be responsible to ensure that all proposed personnel are assigned for the duration of the agreement and are not replaced without due cause. In the event that a resource is to be replaced, it will be the Contractor's responsibility to ensure that there is no negative effect on any work in progress.

Should, for any reason, the designated resource(s) be not available, then the Contractor shall immediately make available a fully qualified replacement resource at the same level or higher. It should be noted that the replacement personnel would be evaluated in accordance with the criteria set in this proposal calls for the resource category being replaced. The Project Authority retains the right to refuse the proposed backup resources in which case, and within a reasonable period of time to be determined by the Departmental Representative, alternate resource (s) would be proposed.

Under no circumstances shall the Contractor allow the performance of the services by the replacement resources that have not been authorized by the Transport Canada Project Authority.

ANNEX 1

The Minister will perform quality assessments on the work provided by the Contractor using the grid and criteria listed below, and they will provide the Contractor with the ensuing reports.

TECHNICAL CRITERIA EVALUATION FORM

Type of request: General Translation Technical / specialized translation

Request processed by:
Type of text:
Number of words:
File name/request number:
Request date:
Deadline:
Date of internal revision:
Revised by:
Date of delivery to client:
Date of evaluation:
Evaluator:
Comments:

For every error, one (1) point will be deducted from 100 points available per sample and two (2) points will be deducted for a serious error.

TRANSFERT			
Type	Definition (<i>Terminologie de la traduction / Translation Terminology, Jean Delisle, 1999</i>)	Errors	Serious Errors
Nonsense	A translation error where the translator misinterprets the sense of a word or statement in the source text or commits a methodological error, which leads to an illogical formulation in the target text.		
Misinterpretation	A translation error where the translator misunderstands the text or lacks general cultural knowledge, with the result that a word or segment from the source text is given an entirely erroneous sense from that intended by its author.		
Incorrect meaning	A translation error where a sense is attributed to a word or a segment from the source text that it does not have in the context in which it appears.		
Addition	A translation error where the translator introduces into the target text superfluous information or stylistic effects not in the source text.		
Omission	A translation error where the translator fails to render a necessary element of information from the source text in the target text.		
Interference	A translation error that results from ignorance or a methodological error and that introduces a characteristic peculiar to the source language into the target language (<i>Gallicism, calque, faux ami</i>).		
Hypertranslation	A methodological error where the translator systematically chooses to use wording that is formally quite different from the original expression in the source text even if a literal translation is possible and quite acceptable.		
Over-translation	A translation error where the translator explicates elements of the source text that ought to be implicated in the target text.		
Under-translation	A translation error where the translator omits in the target text any compensations, amplifications or explications required in order to obtain an idiomatic translation that conforms to the presumed sense of the source text.		
Inappropriate paraphrase	A translation error that results from a methodological error and consists of translating a text segment from the source text using an inappropriately long target text.		
Direct transfer	A translation procedure where certain elements of information in the source text that do not require interpretive analysis are reproduced more or less unchanged in the target text, employing orthographic modification where necessary.		

LANGUAGE			
Type	Definition	Errors	Serious Errors
Spelling	Word misspelled.		
Grammar/ Syntax	The pattern of formation of sentences or phrases in a language, word order, agreement, etc. (Solecism: <i>**between you and I; **there's many reasons why;</i> Zeugma <i>**with weeping eyes and hearts => with weeping eyes and grieving hearts)</i>		
Word order	The arrangement of words in a phrase, clause, or sentence.		
Barbarism	Use of a word that was inappropriately coined (<i>**nucular => nuclear</i>) or unintentionally corrupted (<i>**bronical => bronchial.</i>). A morphological error.		
Gibberish	Unintelligible or meaningless language (<i>**Garde contre noyaux</i> for <i>Beware of pits</i>).		
Inappropriate expression	A language error that consists of attributing an imprecise meaning to a word, or one that is contrary to usage (<i>**he was implied in a scandal => He was implicated in a scandal</i>). A semantic error.		
Aspect	The manner in which an action expressed by a verb or a noun is situated in time (durative, instantaneous, inchoative, iterative or repetitive, perfective or terminative, imperfective or non-completion, progressive or continuity).		
Ambiguity	The property of a text or a text segment that allows for more than one semantic interpretation.		
Connotation	The set of subjective, emotional, and variable elements, which together with the denotation comprise the meaning of a word.		
Pleonasm	The use of more words than are required to express an idea; redundancy.		
<i>Mot juste</i>	A word that ensures lexical precision in the formulation of an idea and that renders the nuance of the sense better than any other word.		
Collocation / co-occurrence	Two or more frequently used words that can be consecutive or non-consecutive, that form a unit of meaning, and that are accepted by common usage. / The relatively frequent, mutual incident of two or more not necessarily consecutive words or terms, especially within specialized discourse. (Co-occurrence: not as set as a collocation.)		
Register/ <i>Niveau de langue</i>	A property of discourse that takes into account the nature of relationships among speakers, their socio-cultural level, the subjects treated, and the degree of formality and familiarity selected for a given utterance or text.		

TERMINOLOGY			
Type	Definition	Errors	Serious Errors
Exactitude			
Uniformity			
Sources provided			
Reliability and choice of sources			

CONVENTIONS/PRESENTATION			
Type	Definition	Errors	Serious Errors
Writing	Punctuation, capital letters, numbers, typography, etc.		
Presentation	Bold, headings, page layout, tables, etc.		
Hyperlinks	Links work and take you to the Web site in the target language, if applicable.		
ASL and TC AIM writing conventions	Conventions described in the applicable documents.		
Expansion factor	An increase in the amount of text used in the target language compared to the source text.		

READABILITY			
Type	Definition	Errors	Serious Errors
Concision (general)	Absence of circumlocution, clumsy expressions, repetition, etc.		
Language usage (Démarche)	The way of saying things that are typical to a language (<i>she changed her dress, **elle a changé sa robe; elle a changé de robe</i>). This includes idiomatic phrases.		
Cohesion	A linguistic property of a text or an utterance created by means of grammatical and linking words used to connect words within a sentence or sentences with each other.		

ANNEX "B"

BASIS OF PAYMENT

1. BASIS OF PAYMENT

Payment for services rendered under the Contract will be based on the following:

Professional Services

An all-inclusive fixed price of: \$ _____

2. METHOD OF PAYMENT

Payment for the professional services rendered to the satisfaction of the Departmental Authority shall be made in the following upon receipt and acceptance of detailed invoices.

Type of Request	Turn Around Time	Rate per Word (Fixed Unit Price)	X	Number of words*	=	\$
1A. Regular translation	Regular	\$ _____	X	550 000	=	\$ _____
1B. Regular translation	Urgent	\$ _____	X	132 000	=	\$ _____
2A. Technical/Specialized Translation	Regular	\$ _____	X	800 000	=	\$ _____
2C. Technical/Specialized Translation	Urgent	\$ _____	X	148 000	=	\$ _____
2C. Revision of Translated text	Regular	\$ _____	X	320 000	=	\$ _____
TOTAL =						\$ _____

Year 2 (Option 1)

Type of Request	Turn Around Time	Rate per Word (Fixed Unit Price)	X	Number of words*	=	\$
1A. Regular translation	Regular	\$ _____	X	550 000	=	\$ _____
1B. Regular translation	Urgent	\$ _____	X	132 000	=	\$ _____
2A. Technical/Specialized Translation	Regular	\$ _____	X	800 000	=	\$ _____
2C. Technical/Specialized Translation	Urgent	\$ _____	X	148 000	=	\$ _____
2C. Revision of Translated text.	Regular	\$ _____	X	320 000	=	\$ _____

TOTAL =	\$ _____
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Year 3 (Option 2)

Type of Request	Turn Around Time	Rate per Word (Fixed Unit Price)	X	Number of words*	=	\$
1A. Regular translation	Regular	\$ _____	X	550 000	=	\$ _____
1B. Regular translation	Urgent	\$ _____	X	132 000	=	\$ _____
2A. Technical/Specialized Translation	Regular	\$ _____	X	800 000	=	\$ _____
2C. Technical/Specialized Translation	Urgent	\$ _____	X	148 000	=	\$ _____
2C. Revision of Translated text	Regular	\$ _____	X	320 000	=	\$ _____
TOTAL =					=	\$ _____

Year 4 (Option 3)

Type of Request	Turn Around Time	Rate per Word (Fixed Unit Price)	X	Number of words*	=	\$
1A. Regular translation	Regular	\$ _____	X	550 000	=	\$ _____
1B. Regular translation	Urgent	\$ _____	X	132 000	=	\$ _____
2A. Technical/Specialized Translation	Regular	\$ _____	X	800 000	=	\$ _____
2C. Technical/Specialized Translation	Urgent	\$ _____	X	148 000	=	\$ _____
2C. Revision of Translated text	Regular	\$ _____	X	320 000	=	\$ _____
TOTAL =					=	\$ _____

Total Estimated Contract Cost Not to Exceed: \$ _____ (GST/HST extra)

3. PROVINCIAL SALES TAX

The Contractor shall not invoice or collect any ad valorem sales tax levied by the province in which the taxable goods or services are delivered to federal government departments and agencies under authority of the following provincial sales tax license(s):

Ontario 11708174G

The Contractor is not relieved of any obligation to pay provincial sales tax on taxable goods or services used or consumed in the performance of the work.”

4. GOODS AND SERVICES TAX (GST) AND HARMONIZED SALES TAX (HST)

Any amount to be levied against Her Majesty in respect of the GST/HST is to be shown separately on all invoices for goods supplied or services provided for payment by the Government of Canada. The Contractor agrees to remit any GST/HST paid or due to Revenue Canada.

ANNEX "C"

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)