



RETURN BIDS TO :

**RETOURNER LES
PROPOSITIONS À:**

CRTC
Édifice central
1 prom. du Portage
Gatineau (Québec) J8X 4B1
Attn: Andrew McMillan
Approvisionnement-Procurements@crtc.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Canadian Radio-television and
Telecommunications Commission

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 au: Conseil de la radiodiffusion et des télécommunications canadiennes

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-annexée, au(x) prix
indiqué(s)

Comments - Commentaires

**This document contains a Security
Requirement**

**Vendor/Firm Name and address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office – Bureau de distribution
CRTC
Édifice central
1 prom. du Portage
Gatineau (Québec) J8X 4B1

Title – Sujet Translation Services for the Decisions Division	
Solicitation No. – N° de l'invitation CRTC FY/AF 2020/21 RFP/DDP # 21-0065	Date 2020-11-16
Client Reference No. – N° référence du client CRTC FY/AF 2020/21 RFP/DDP # 21-0065	
Solicitation Closes – L'invitation prend fin at – à 14 :00 PM on – le 09/12/2020	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"/>	
Address Inquiries to : - Adresser toutes questions à: Andrew McMillan, andrew.mcmillan@crtc.gc.ca	
Telephone No. – N° de téléphone : 819.997.4272	FAX No. – N° de FAX Not applicable
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : CRTC Central Building 1 prom. du Portage Gatineau, QC J8X 4B1	

Instructions : See Herein

Instructions: Voir aux présentes

Delivery required - Livraison exigée	Delivered Offered – Livraison proposée
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
To be determined with the resulting contract. À déterminer avec le contrat qui en découlera.	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
To be determined with the resulting contract. À déterminer avec le contrat qui en découlera.	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, IT Security Requirements, Non-Disclosure Agreement, Vendor Information and Authorization Form, and any other annexes.

1.2 Summary

- 1.2.1 The Canadian Radio-television and Telecommunication Commission (CRTC) requires a Contractor for French- to-English and English-to-French translation services for decisions, notice of consultations, orders, regulatory policies and information bulletins (DNOs).

The CRTC publishes on average between 475 – 500 DNOs per year and has an average annual translation volume of approximately 500,000 words, which may vary significantly from year to year depending on the policy direction. The translation distribution is English to French (approximately 85%) and French to English (approximately 15%). All DNOs must be available in both official languages and are posted on the CRTC's website for industry stakeholders and Canadians to access.

Individual DNOs may range from one page to 150 pages, depending on the nature of the content. The content originates either jointly or individually from the Broadcasting, Telecommunications and Compliance and Enforcement, Legal and / or Consumer, Research and Communications sectors. In 2019, the Telecommunications (51%) and Broadcasting (37%) sectors generated the bulk of the DNOs. The Telecommunications sector DNOs tend to be lengthy and heavily use technical language, while Broadcasting sector DNOs tend to be shorter and less technical.

The Decisions Division in the Corporate Services Sector drafts, reviews and / or revises the DNOs based on content originating for the abovementioned sectors. All requests for DNO translations will be coordinated by the CRTC Translation Coordinator(s) in Decisions Division located at the CRTC's head office in Gatineau.

1.2.2 Security

"There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website".

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](#) (2020-05-28) 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: 180 days

2.2 Submission of Bids

Bids must be submitted only to Canadian Radio Television and Telecommunications Commission (CRTC) at: Approvisionnement-Procurements@crtc.gc.ca by the date, time and place indicated on page 1 of the bid solicitation with the following wording in the subject line: CRTC RFP # 21-0065.

- i. If your bid is transmitted by electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.
- ii. Bids not be sent directly to the Contract Authority. Bids sent directly to the Contracting Authority will not be considered.
- iii. Due to then nature of the bid solicitation, bids transmitted by facsimile 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: 2019-01](#) 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.

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.

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Basis for Canada's Ownership of Intellectual Property

The Canadian Radio-television and Telecommunications Commission (CRTC) has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the *Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts*: the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

2.8 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically. Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions.

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

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

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

Section IV: Additional Information (1 electronic copy)

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

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

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

Section III: Certifications

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

Section IV: Additional Information

3.1.2 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.2.1 As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

- 3.1.2.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

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

Refer to Attachment 1 to Part 4: Technical Evaluation Criteria

4.1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to part 4: Technical Evaluation Criteria

Point-rated technical criteria not addressed will be given a score of zero.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price - Bid

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

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

SACC Manual Clause [A0027T \(2012-07-16\)](#), Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of **392** points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of **560** points.
2. Bids not meeting (choose "(a) or (b) or (c)" OR "(a) or (b) or (c) and (d)") 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 the 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 price and 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.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 560 and the lowest evaluated price is \$35,000 (35).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

	Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score	505/560	480/560	405/560	
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$35,000.00	
Calculations	Technical Merit Score	$505/560 \times 70 = 63.13$	$480/560 \times 70 = 60.00$	$405/560 \times 70 = 50.63$
	Pricing Score	$35/55 \times 30 = 19.09$	$35/50 \times 30 = 21.00$	$35/35 \times 30 = 30.00$
Combined Rating	82.22	81.00	80.63	
Overall Rating	1st	3rd	2nd	

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 Integrity 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 specified 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 Additional Certifications Precedent to Contract Award

5.2.2.1 Status and Availability of Resources

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the

Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.2.2 Education and Experience

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 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.

7.2.1 General Conditions

[2035 \(2020-05-28\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B (including an IT Link at the level of PROTECTED B).
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) Industrial Security Manual (Latest Edition)

7.3.2 Contractor's Sites or Premises Requiring Safeguarding Measures

7.3.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

7.3.2.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from June 1, 2021 to May 30, 2022.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) 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 ten (10) 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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Andrew McMillan
Title: Manager, Procurement & Contracting
Organization: Canadian Radio-television and Telecommunications Commission
Sector: Secretary General
Address: 1 prom. du Portage
Gatineau, QC J8X 4B1
Telephone: 819.997.4272
E-mail address: andrew.mcmillan@crtc.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.

7.5.2 Project Authority

**The Project Authority and backup will be inputted at contract award.*

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: Canadian Radio-television and Telecommunications Commission
Sector: _____
Address: 1 prom. du Portage
Gatineau, QC J8X 4B1

Telephone: _____
E-mail address: _____

In its absence, the Project Authority is:

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: Canadian Radio-television and Telecommunications Commission
Sector: _____
Address: 1 prom. du Portage
Gatineau, QC J8X 4B1
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.

7.5.3 Contractor's Representative

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

7.6 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: 2019-01 of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price per word \$ _____, as specified in Annex "B". Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved.

7.7.2 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.

7.7.3 Method of Payment – Monthly Payment

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

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

7.7.4 Discretionary Audit

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

7.7.5 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.8 Invoicing Instructions

1. 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.9 Certifications and Additional Information

7.9.1 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.

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2020-05-28) General Conditions – Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, IT Security Requirements;
- (h) Annex E, Non-Disclosure Agreement;
- (i) Annex F, Vendor Information and Authorization Form
- (j) the Contractor's bid dated _____, , as clarified on _____ " **or** ", as amended on.

7.12 Foreign Nationals (Canadian Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.13 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement

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

7.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX “A”

STATEMENT OF WORK

Request for Proposal of Freelance Translation Services for Decisions, Notice of Consultations and Orders

1. OVERVIEW OF THE WORK:

The Canadian Radio-television and Telecommunication Commission (CRTC) requires a Contractor for French- to-English and English-to-French translation services for decisions, notice of consultations, orders, regulatory policies and information bulletins (DNOs).

The CRTC publishes on average between 475 – 500 DNOs per year and has an average annual translation volume of approximately 500,000 words, which may vary significantly from year to year depending on the policy direction. The translation distribution is English to French (approximately 85%) and French to English (approximately 15%). All DNOs must be available in both official languages and are posted on the CRTC's website for industry stakeholders and Canadians to access.

Individual DNOs may range from one page to 150 pages, depending on the nature of the content. The content originates either jointly or individually from the Broadcasting, Telecommunications and Compliance and Enforcement, Legal and / or Consumer, Research and Communications sectors. In 2019, the Telecommunications (51%) and Broadcasting (37%) sectors generated the bulk of the DNOs. The Telecommunications sector DNOs tend to be lengthy and heavily use technical language, while Broadcasting sector DNOs tend to be shorter and less technical.

The Decisions Division in the Corporate Services Sector drafts, reviews and / or revises the DNOs based on content originating for the abovementioned sectors. All requests for DNO translations will be coordinated by the CRTC Translation Coordinator(s) in Decisions Division located at the CRTC's head office in Gatineau.

2. BACKGROUND:

The CRTC is an administrative tribunal that is responsible for regulating and supervising Canada's communications system in the public interest.

Established to develop, implement and enforce regulatory policies for the Canadian communications system, the CRTC performs a wide range of functions, including rule making and policy development. It has the quasi-judicial powers of a superior court with respect to the production and examination of evidence and the enforcement of its decisions. As an administrative tribunal it operates at arm's length from the federal government.

The CRTC develops regulatory policies for Canada's communication system; approves mergers, acquisitions and changes of ownership of broadcasting distribution undertakings; approves tariffs and agreements for certain telecommunication services; issues, renews and amends licenses for broadcasting distribution and programming undertakings; and resolves competitive disputes. The CRTC intervenes specifically in situations where market forces alone cannot achieve the policy objectives set out within its legislative mandate.

3. OBJECTIVES:

The Contractor must provide quality-controlled translations within the service expectations detailed in this SOW. The requirement is to have three dedicated translators – two in English and one in French – assigned to the CRTC's translation requests in order to develop a profound knowledge of the CRTC's vocabulary and style, and maintain a lexicon for other in-house translators.

4. DESCRIPTION AND SCOPE OF WORK

4.1 Definitions

Translation is defined as the communication of the meaning of a source-language text by means of an equivalent target-language text. CRTC assumes that the translated text is quality-controlled and final, meaning that it has been reviewed and edited to meet CRTC expectations of accurate translation (concordance with the original language version).

Regular translation service is defined as a translation that can easily be accomplished by the deadline given by the CRTC Translation Coordinator, considering accepted standards of translation productivity and assuming that only one translator will work on the job.

Word count is defined as a continuous series of the translated text. The word count will be done electronically using the same software in which the text was provided. Should that software not have a word count function, CRTC will copy and paste the text into MS Word to count the number of words.

Urgent translation service is defined two ways: a) translation of a small job (half a page – two pages) that needs to be delivered within the day (2 to 6 hours); and b) larger jobs that need to be delivered as quickly as they can be done.

In some urgent cases, it is possible there might not be enough time for the service provider to submit the job through its regular quality assurance process. In those cases, the service provider shall advise the CRTC Translation Coordinator within an hour of receipt of the job order. Generally, CRTC will identify the urgent tag to a job on the basis that it exceeds the average number of words per hour that one translator could normally produce prior to the deadline. The urgent pricing should never be applied when the employees dedicated to the CRTC contract do not otherwise have work assigned to them, when the work assigned to them can be delayed without jeopardizing its deadline or when the CRTC Translation Coordinator agrees to defer the deadline of other work to make possible regular work on the pressing document. The urgent rate shall only apply when off-hour work is needed or when a significant number of other employees (than the ones dedicated to the CRTC contract) need to be assigned to the task — significant here shall be understood to mean more than two translators for more than two full days.

If the dedicated translators are not fully engaged with CRTC DNOs and associated workload, the service provider may reassign them to other priorities within the service provider's company.

Harmonization is defined as ensuring continuity and coherence in the content, wording and presentation of its decisions, notice of consultations, orders, regulatory policies and information bulletins to ensure that target industries and Canadians as citizens and consumers clearly understand these DNOs. In addition, the CRTC makes numerous decisions following public processes in which various proposals regarding a certain type of service are examined. It is therefore important for each text geared towards a given audience to express the CRTC's approach and positions in the same clear manner.

Verification is defined as transcribing completely and exactly any excerpts taken from the *Broadcasting Act*, the *Telecommunications Act*, *Canada's Anti-Spam Legislation* and the *Canada Elections Act* as well as from the CRTC's regulations and policies. Ensure consistency in the language used in texts published over the years by checking the CRTC's archives and various source documents. It also involves checking the English/French language quality of the translation (terminology, spelling and grammatical rules), using necessarily, but not only, terminology guides *Le guide du rédacteur*, *Termium Plus*, and / or the *Canadian Style Guide*.

Research is defined as establishing and maintaining a lexicon of CRTC terms in English and in French; the existing Decision's Division lexicon will be shared at the time of contract commencement. It also involves researching all quotations, terminology and references that must be included in English/French texts on the website of the CRTC, the Government of Canada, professional associations and private industry. It also involves conducting the necessary linguistic research to provide the CRTC with a choice of possible terms to use for a new technology or new equipment.

Business continuity plan is defined as the process involved in creating a system of prevention and recovery from potential threats to a company. The plan ensures that personnel and assets are protected and are able to function quickly in the event of a disaster. The BCP is generally conceived in advance and involves input from key stakeholders and personnel.

BCP involves defining any and all risks that can affect the company's operations, making it an important part of the organization's risk management strategy. Risks may include natural disasters—fire, flood, or weather-related events—and cyber-attacks. Once the risks are identified, the plan should also include:

- Determining how those risks will affect operations
- Implementing safeguards and procedures to mitigate the risks
- Testing procedures to ensure they work
- Reviewing the process to make sure that it is up to date

In times of business disruption, the CRTC continues to operate in full capacity in order to provide relief and support, and to ensure the regular functioning of Canada's communication systems.

DNOs are defined as the documents requiring translation. The CRTC will require translation service for approximately 500,000 words per year. Translations will involve DNOs, which may include reports, tables and diagrams as appendices or as the principle DNO. Certain DNOs on which the service provider will work contain legal and specialized terminology commonly used in the Broadcasting and Telecommunications industries. Due to business imperatives, some of the work will require very short turnaround times.

The content of DNOs is sensitive as it may be subject to media attention and / or public opinion, and / or may impact a company's value on the stock market, if it is a publicly traded company, or may contain information on a company's holdings or assets, or operations.

4.1.2 Glossaries and Lexicons

[Broadcasting](#)
[Telecommunications](#)

4.2 Scope of Work

The supplier will provide, on an as requested basis:

4.2.1 Translation from English-to-French (approximately 425,000 words per year*)

- Provide to the CRTC, within set deadlines high-quality and professional English-to-French translation services for DNOs involving legal and specialized texts on various aspects of the Broadcasting, Telecommunications and Compliance and Enforcement, Legal and, Consumer, Research and Communications sectors.
- Ensure the French translation of original DNOs, the integration of changes made by CRTC staff to these DNOs, and harmonize and verify these changes with the rest of the DNO that has previously been translated within either regular translation or urgent translation timeframes, as defined by the Translation Coordinator.
- Research may be required to undertake a translation.
- Translations will involve DNOs, which may include reports, tables and diagrams as appendices or as the principle DNO.
- The product returned to CRTC must be in its final form, and be fully reviewed for quality control.
- Ensure that there is a plan to continue service delivery as described above in a time of business disruption.

(*The above word counts are estimates and it is anticipated that volume will vary significantly from year to year.)

4.2.2 Translation from French-to-English (approximately 75,000 words per year*)

- Provide to the CRTC, within set deadlines high-quality and professional French-to-English translation services for DNOs involving legal and specialized texts on various aspects of the Broadcasting, Telecommunications and Compliance and Enforcement, Legal and, Consumer, Research and Communications sectors.
- Ensure the English translation of original DNOs, the integration of changes made by CRTC staff to these DNOs, and harmonize and verify these changes with the rest of the DNO that has previously been translated within either regular translation or urgent translation timeframes, as defined by the Translation Coordinator. Research may be required to undertake a translation.
- Translations will involve DNOs, which may include reports, tables and diagrams as appendices or as the principle DNO.
- The product returned to CRTC must be in its final form, and be fully reviewed for quality control.
- Ensure that there is a plan to continue service delivery as described above in a time of business disruption.

(*The above word counts are estimates and it is anticipated that volume will vary significantly from year to year.)

ANNEX “B”

BASIS OF PAYMENT

Please enter, in the spaces provided below, the rates for translation services. The proposed rates must be all inclusive. The all-inclusive rates will cover any costs incurred by the contractor, including, but not limited to: word processing, reports, photocopy, courier services, cost associated with the software, telephone calls, and reception and transmission and delivery of the documents and all other related expenses. No other fees, costs or amounts will be paid.

Please note that the estimated # of words is used for financial evaluation only and should be construed as a guarantee of work.

Translation Services								
	Contract Period		Option Period 1		Option Period 2		Option Period 3	
	Regular Rate	Urgent Rate	Regular Rate	Urgent Rate	Regular Rate	Urgent Rate	Regular Rate	Urgent Rate
Estimated # of words 500,000								
Total Contract Period								
Total Option Period 1								
Total Option Period 2								
Total Option Period 3								
GST/HST Number			892694829					
QST Number (If applicable)			1021504161					

ANNEX “C”

SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat 21-0065
Security Classification / Classification de sécurité Unclassified

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
 LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	CRTC	2. Branch or Directorate / Direction générale ou Direction Decisions Division
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Translation Services - Decisions Division, Notice of Consultations, Order		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
 If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité : No / Non Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
 Short Title(s) of material / Titre(s) abrégé(s) du matériel :
 Document Number / Numéro du document : No / Non Yes / Oui

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET – SIGINT TRÈS SECRET – SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMES			

Special comments:
 Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
 If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté?
 No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



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PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉE			NATO				COMSEC						
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			A	B	C	CONFIDENTIEL		TRÈS SECRET	
Information / Assets Renseignements / Biens Production		✓															
IT Media / Support TI		✓															
IT Link / Lien électronique		✓															

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**



Contract Number / Numéro du contrat 21-0065
Security Classification / Classification de sécurité Unclassified

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Andrew McMillan	Title - Titre Manager, Procurement & Contracting	Signature McMillan, Andrew <small>Digitally signed by McMillan, Andrew DN: cn=CA, o=CRTC, ou=CRTC-CRTE, email=McMillan, Andrew Date: 2020.11.19 16:40:09 -0500</small>	
Telephone No. - N° de téléphone 819.997.4272	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel andrew.mcmillan@crtc.gc.ca	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

ANNEX “D”

IT SECURITY REQUIREMENTS

1. Introduction

This document outlines the IT Security requirements for the Commission contract # 21-0065 for the processing of sensitive data up to and including the level Protect B. In absence of a formal Threat-Risk Assessment (TRA) and due to the IT portion of the Security clearance being contract specific, the intent of this document is to state the minimum safeguards required in order that the processing of sensitive information be approved by the Department IT Security Coordinator (ITSC). *Name and contact info will be divulged at contract award.*

Security is based on layers of protection; that is, in order for the requirements of the IT Security (ITS) to effectively safeguard the information, they must be preceded and supported by other aspects of security and associated policies. The physical, personnel and information security safeguards in accordance with the Policy on Government Security and ITS related Standards must exist prior to the implementation of ITS safeguards.

2. Mandatory Prerequisites

2.1 PSPC Validation for Physical Security

Application of the security safeguard listed in this document are based on the mandatory requirement that the physical premises have been inspected, certified and accredited to process and store sensitive information by the Canadian industrial Security Directorate (CISD), Public Works and Government Services (PWGSC). The Department Security Officer's (DSO) office will validate the certification and notify the IT Security Coordinator.

2.2 Security Policy Compliance Monitoring

The DSO's office will request a copy of the IT Security Inspection report, recommendations and vendor responses, when completed by the CISD.

The CRTC has the option to request the contractor attend a Security/IT Security briefing session. In addition, on a frequency to be determined by the Safety, Security and Emergency Management Division (SSEMD), the CRTC retains the right to conduct inspections of the contractor's facility to ensure compliance with Government of Canada standards and policies with respect to the handling, storage and processing of protected/classified information.

3. Minimum IT Security Requirements

3.1 IT Security Policy Compliance and Monitoring

On a frequency to be determined by Technology Services Division/Information Technology Security, the CRTC retains the right to conduct inspections of the facility to ensure compliance with Government of Canada standards and policies with respect to prevention, detection, response and recovery requirements in the Operational Security Standard: Management of Information Technology Security.

3.2 Storage, Disposal and Destruction of IT Media

All material such as CD/DVDs, flash/thumb drives, workstation hard disks, server hard disks, backup tapes and any other devices used to process or store protected information (including photocopiers, scanners and printers) must be retained and properly wiped or sanitized in a manner adhering to CSEC ITSG-06: Clearing and Declassifying Electronic Data Storage Devices upon termination of the final contract.

In the event that equipment requires maintenance, support or replacement, no hardware associated with the processing or storage of protected or classified information may be given to an outside vendor.

3.3 Mobile Computing and Teleworking

Mobile computing and teleworking (outside the CISD-inspected site) are prohibited. Laptops or any removable media, if used, containing protected/classified information may not be removed from the contractor's CISD-inspected site without the written approval of the DSO, CRTC owned IT equipment (that is encrypted laptop, PKI/VPN encryption) will be provided to the contractor to perform their duties under this contract from the CISD inspected site. CRTC data must not be stored and/or processed on any IT equipment, peripherals or cloud services accounts (such as Google docs, One Drive, Dropbox, etc.) that are not provided by the CRTC.

Incident Reporting

It is paramount that the CRTC's DSO and IT Security Coordinator are made aware of any security-related incidents with respect to the facilities and equipment used to process and store sensitive information associated with CRTC's contracts.

The contractor must report any security-related incidents to the DSO and IT Security Coordinator within two hours of an incident being detected or reported.

ANNEX “E”

NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract No. _____ between Her Majesty the Queen in right of Canada, represented by the Canadian Radio-television and Telecommunications Commission and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

_____.

Signature

Date

ANNEX “F”

VENDOR INFORMATION AND AUTHORIZATION FORM

Vendor Name and Address

Legal Status (incorporated, registered, etc.)

GST/HST/QST Registration Number and/or Procurement Business Number (Revenue Canada)

Name and Title of Person Authorized to sign on behalf of Vendor

Print Name _____ Title _____
Signature _____ Date _____

Central Point of Contact

The Vendor has designated the following individual as a central point of contract for all matters pertaining to the proposed contract, including the provision of all information that may be requested.

Name and Title _____

Telephone _____ **Fax** _____

Email _____

*Each proposal must include a copy of this page properly completed and signed.

ATTACHMENT 1 TO PART 4

TECHNICAL EVALUATION

Mandatory Technical Criteria (Pass or Fail assessment)

Mandatory Technical Criteria	Pass	Fail	Page #
<p>Corporate Qualifications</p>			
<p>M1 Company Experience</p> <p>The Bidder must have at least five (5) years of experience in the last ten (10) years in providing English-to-French and French-to-English translation services to at least ten (10) clients simultaneously.</p> <p>*For experience in providing English-to-French and French-to-English translation services, the required experience can be demonstrated over one or more contracts.</p> <p>The Bidder must provide a minimum of 5 references:</p> <ul style="list-style-type: none"> • Project title, along with the dates the Bidder worked on the project • Name of Organization • A reference (Manager Level or above) with contact information (name, email address, and phone number) for the project 			
<p>M2 Bidder's capacity</p> <p>The Bidder attests that it is able to manage approximately 500,000 words per year of translation services. The majority of this work is comprised of English-to-French translation (75% or 425,000 words) and French-to-English translation (25% or 75,000 words). The workload must be managed by employees of the Bidder firm. Subcontracting to other firms or freelancers cannot exceed 20% of the total volume and must be previously approved by the CRTC.</p>			
<p>M3 Bidder's dispatching capacity</p> <p>The Bidder must provide access to their dispatch function from 8:00 am to 6:00 pm Monday through Friday.</p>			
<p>M4 Bidder's dispatch overflow plan</p> <p>In dispatching overflow that cannot be handled by the designated translators, the Bidder must attest to have the capacity to use the same employees regularly as opposed to dispatching the work to different persons each time.</p>			
<p>M5 Bidder's service delivery and cost per word</p> <p>The Bidder must attest to be able to translate a minimum of 1,500/day in English-to-French and/or French-to-English in line with regular service delivery and urgent service delivery timeframes, and the cost per word in both instances.</p>			

<p>M6 Office Located in Canada</p> <p>The Bidder must demonstrate that they have at least one (1) office in Canada and that one hundred per cent (100%) of the translators assigned to CRTC documents will work either in that office or elsewhere in Canada, by providing the business address in Canada.</p>			
<p>M7 Bidder's contact</p> <p>The Bidder must identify the name of the resource who will act as a liaison officer between the administrator of the Contract on the part of the Contractor and the Project Authority of CRTC by the Vendor Information and Authorization Form in completing Annex F.</p>			
<p>Translator qualifications</p>			
<p>M8 The Bidder must propose a group of twelve (12) translators – six (6) French and six (6) English – principally involved in carrying out the English-to-French and French-to-English translations.</p> <p>*Bidders must provide the resume of each translator.</p>			
<p>M9 Dedicated translators</p> <p>The Bidder must propose three (3) dedicated translators – two (2) English-to-French and one (1) French-to-English.</p>			
<p>M10 Education English-to-French translators</p> <p>Each translator must have at least two (2) of the following qualifications:</p> <ol style="list-style-type: none"> I. A degree from a recognized university in translation from English-to-French*; II. A degree in French literature from a recognized university*; III. A degree from a recognized university in related areas, such as journalism, linguistics, literature and communications*; IV. A designation from a recognized professional association or body of professional translators (i.e. OTTIAQ, ATIO, etc.)*. <p>*Bidders must provide proof, by attaching a copy of the official document, that each of the proposed translators holds a degree from a recognized university or a designation from a recognized professional association or body of professional translators.</p> <p>In cases where the degree was obtained from an institution outside Canada, only an equivalency certificate from an accredited institution recognizing the credentials as Canadian equivalences will be accepted. These institutions include the credential assessments services of the federal or provincial governments and the international Credential Assessment Service of Canada as well as others recognized as credential assessment services for comparing degrees and diplomas to Canadian standards and identified the Canadian Information Centre for International Credentials Website: http://www.cicic.ca</p>			

<p>M11 Education French-to-English Translators</p> <p>Each translator must have at least two (2) of the following qualifications:</p> <ol style="list-style-type: none"> I. A degree from a recognized university in translation from French-to-English*; II. A degree in English literature from a recognized university*; III. A degree from a recognized university in related areas, such as journalism, linguistics, literature and communications*; IV. A designation from a recognized professional association or body of professional translators (i.e. OTTIAQ, ATIO, etc.)*. <p>*Bidders must provide proof, by attaching a copy of the official document, that each of the proposed translators holds a degree from a recognized university or a designation from a recognized professional association or body of professional translators.</p> <p>In cases where the degree was obtained from an institution outside Canada, only an equivalency certificate from an accredited institution recognizing the credentials as Canadian equivalences will be accepted. These institutions include the credential assessments services of the federal or provincial governments and the international Credential Assessment Service of Canada as well as others recognized as credential assessment services for comparing degrees and diplomas to Canadian standards and identified the Canadian Information Centre for International Credentials Web site: http://www.cicic.ca</p>			
<p>M12 Resumes of the Proposed Translators</p> <p>The Bidder's proposed translators must have three (3) years of full-time employment experience in English to French translation and/or French-English translation within the last five (5) years.</p> <p>The required experience can demonstrated over one or more contracts.</p> <p>The Bidder must provide:</p> <ul style="list-style-type: none"> • Project title, along with the dates the proposed resource worked on the project • Name of Organization • A reference (Manager Level or above) with contact information (name, email address, and phone number) for the project <p>The Bidders must provide a detailed up-to-date resumes (maximum of five (5) pages) for each of the four (4) translators proposed in M1. The resumes must include the following information for the translation projects completed:</p> <ol style="list-style-type: none"> I. The name of the client for whom the translation services were performed; II. The name, telephone number and email address of a representative of the client who could confirm the information provided by the Bidder; 			

<p>III. The time period during which the translation services were provided to the client (from “Month year” to Month year”);</p> <p>IV. The number of words translated from English to French and/or French to English during the time period specified in III;</p> <p>V. The field of the translated documents.</p> <p>The Bidder must provide for each translator two (2) client references as required to demonstrate that they meet the above requirements.</p>			
<p>M13 Availability</p> <p>The bidder must attest to have dedicated translators that are available to occasionally work outside the regular business hours of 8:00 am to 6:00 pm.</p>			
Business transition			
<p>M14 Transition approach to full service delivery</p> <p>Describe your transition approach to full service delivery. The approach should include how the Bidder will prepare to start services on the target date and how it would interact with CRTC during this preparation period and the initial period of the contract to full service delivery.</p>			
Research and verification			
<p>M15 Systems and tools</p> <p>Explain how your systems and tools possess the capability to successfully deliver the contract requirements, including but not limited to software capabilities, accessibility to Microsoft SharePoint interface, use of translation software and maintenance of lexicons and term banks.</p>			

Point Rated Technical Criteria

Point-rated Technical Criteria (R)	Page #
<p>R1 Bidder’s Overall Experience</p> <p>Bidder’s number of years of experience in providing translation services above the requirement of five (5) years indicated in M1.</p> <p>Points shall be awarded as follows:</p> <ul style="list-style-type: none"> ➤ 5 years of experience or less = 0 points More than five (5) years of experience = 1 point for each year of experience above the minimum of five (5) years up to a maximum of 20 points <p>A maximum of 20 points will be awarded for this criterion</p>	/20
R2 Number of Translated Words	

<p>Number of words translated by each of the translators proposed in M8 and M9 during the five (5) year period ending on the bid solicitation date in at least two (2) of the following elements:</p> <ul style="list-style-type: none"> ➤ Decisions; ➤ Regulatory Policies; ➤ Orders; ➤ Notice of Consultations; ➤ Information Bulletins. <p>The information must be provided in the format specified in M11 in the resume of each translator.</p> <p>Points shall be awarded per translator, per subject matter, as follows:</p> <ul style="list-style-type: none"> ➤ 20,000 translated words or less = 3 points ➤ More than 20,000 translated words BUT less than 30,000 translated words = 6 points ➤ 30,000 translated words or more BUT less than 40,000 translated words = 9 points ➤ 40,000 translated word or more BUT less than 50,000 translated words = 12 points ➤ 50,000 translated words or more = 15 points <p>A maximum of 180 points will be awarded for this criterion.</p>	/180
<p>R3 Translators Experience – legal and specialized terminology</p> <p>Number of words translated by the each of translators proposed in M8 and M9 during the five (5) year period ending on the bid solicitation date in two (2) of the following fields:</p> <ul style="list-style-type: none"> ➤ Broadcasting ➤ Telecommunications ➤ Compliance and Enforcement ➤ Legal <p>The information must be provided in the format specified in M11, in the resume of each translator.</p> <p>Points shall be awarded per translator, per relevant field, as follows:</p> <ul style="list-style-type: none"> ➤ 20,000 translated words or less = 3 points ➤ More than 20,000 translated words BUT less than 30,000 translated words = 6 points ➤ 30,000 translated words or more BUT less than 40,000 translated words = 9 points ➤ 40,000 translated words or more BUT less than 50,000 translated words = 12 points ➤ 50,000 translated words or more = 15 points <p>A maximum of 180 points will be awarded for this criterion.</p>	/180
<p>R4 Translators Experience – General Fields</p> <p>Number of words translated by the twelve (12) translators proposed in M8 during the five (5) year period ending on the bid solicitation date of administrative documents for the Federal Government.</p>	

<p>The information must be provided in the format specified in M11, in the resume of each translator.</p> <p>Points shall awarded per translator, per relevant field, as follows:</p> <ul style="list-style-type: none">➤ 40,000 translated words or less = 5 points➤ More than 40,000 translated words BUT less than 60,000 translated words = 7 points➤ 60,000 translated words or more BUT less than 80,000 translated words = 9 points➤ 80,000 translated words or more BUT less than 100,000 translated words = 12 points➤ 100,000 translated words or more = 15 points <p>A maximum of 180 points will be awarded for this criterion</p>	
TOTAL	/180 /560