



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
Halifax
Nova Scotia
B3J 1T3
Bid Fax: (902) 496-5016

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
Halifax
Nova Scot
B3J 1T3

Title - Sujet French Translation Services	
Solicitation No. - N° de l'invitation MA021-200049/A	Date 2020-12-21
Client Reference No. - N° de référence du client MA021-20-0049	GETS Ref. No. - N° de réf. de SEAG PW-\$HAL-219-11155
File No. - N° de dossier HAL-0-85184 (219)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Standard Time AST on - le 2021-01-14 Heure Normale de l'Atlantique HNA	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Richard, Linda K.	Buyer Id - Id de l'acheteur hal219
Telephone No. - N° de téléphone (902)402-9059 ()	FAX No. - N° de FAX (902)496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MARINE ATLANTIC INC. 10 FORT WILLIAM PLACE, SUITE 302 ST.JOHN'S NEWFOUNDLAND AND LABRADOR A1C 1K4 CANADA	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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Solicitation No. - N° de l'invitation
MA021-200049
Client Ref. No. - N° de réf. du client
MA021-20-0049

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-0-85184

Buyer ID - Id de l'acheteur
hal219
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, 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 Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, and any other annexes

1.2 Summary

- 1.2.1 Marine Atlantic Inc. has a requirement for the provision of translation services from English into French (or from French to English, if requested) for both simple and complex documents that may involve varying timeframes and a variety of subject matters relating to policy, procedure, customer communications, financial reporting, or other topics as required on an as and when required basis.

Work may be provided to Marine Atlantic locations in North Sydney B2A 3V2, Port aux Basques, NL; and St. Johns, NL A1C 1K4.

The Standing Offer is for a period of two years upon award; with two option periods. Option Period 1 for two years; and Option Period 2 for one year.

- 1.2.2 The requirement is subject to a preference for Canadian services.

1.2.3 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 Submission of Offers

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in Nova Scotia the email address is:

TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca

Facsimile: 902-496-5016

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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror 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 - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory*).

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors 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) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

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

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy)
Section II: Financial Offer (1 hard copy)
Section III: Certifications (1 hard copy)

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

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

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;

- (b) use a numbering system that corresponds to the RFSO.

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, Offerors 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 Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment.

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine if there are two or more offers with a valid Canadian Content certification with the offers coming from two or more Offerors that are not affiliated within the meaning used in the [Competition Act](#), R.S.C., 1985, c. C-34. In that event, only those offers with a valid certification will be eligible to be issued a standing offer; otherwise, all offers will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that offers are non-responsive or withdrawal of offers by Offerors, that there are no longer two (2) or more responsive offers with a valid certification, then all responsive offers will be eligible to be issued a standing offer. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bidder must provide translation services as described in Annex A.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price - Offer

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price - Offer

4.2 Basis of Selection

4.2.1 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 50 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 70 points.
2. Bids not meeting (a) or (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 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 70 and the lowest evaluated price is \$50,000 (50).

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

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	65/70	70/70	60/70
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$60,000.00
Calculations			
Technical Merit Score	$65/70 \times 70 = 65$	$70/70 \times 70 = 70$	$60/70 \times 70 = 60$
Pricing Score	$50/55 \times 30 = 27.27$	$50/50 \times 30 = 30$	$50/60 \times 30 = 25$
Combined Rating	92.27	100	85
Overall Rating	2nd	1st	3rd

ANNEX 1 TO PART 4 OF THE SOLICITATION

EVALUATION CRITERIA

Mandatory Technical Criteria

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

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each of the mandatory technical criterion should be addressed separately.

Item	Mandatory Submission Requirement Table	Compliant (Yes/No)	Reference to Offeror's Proposal
M1	Translation of formal and translation of informal samples located in Annex C	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	Completion of Summary of Personnel, Table A, and Detailed Description for Each Proposed Member, Table B, both located in Annex C.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	Proof of qualifications for conducting translation services that is noted in Table B located in Annex C.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Point Rated Technical Criteria

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

Bids which fail to obtain the required minimum number of points specified for The Bidder's proposed resources will be declared non-responsive. Each point rated technical criterion should be addressed separately.

<i>Rated Technical Criteria No.</i>	<i>Point Rated Technical Criterion</i>	<i>Bid Preparation Instructions</i>	<i>Total Points</i>
<i>RT1</i> <i>Minimum 30 points</i>	<u>Translation of samples located in Annex C.</u>	<i>Translated samples must be submitted.</i> Samples will be evaluated based on the following: <ul style="list-style-type: none"> • No omissions and/or additions • No errors in the target language • No significant stylistic abuses (basic readability, no repetitions) • No translation mistakes • No inaccuracies • No typographical errors or spelling mistakes 	<i>40</i>
<i>RT2</i> <i>Minimum 20 points</i>	<u>Availability for Urgent Requests</u>	<i>A detailed description of Offeror's process to meet urgent requests after hours. Include in your description information such as:</i> <ul style="list-style-type: none"> • Detailed description to identify how the supplier is flexible to respond to urgent requests outside of regular business hours to meet the stated timelines. 	<i>30</i>
<i>TOTAL POINTS (Maximum 70 points)</i>			

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the service offered is a Canadian service, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the offer will result in the service offered being treated as a non-Canadian service.

The Offeror certifies that:

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

5.1.2.1.1 SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer 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 Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award to January 31, 2023.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two periods, Option Period 1 for two years; and Option Period 2 for one year; under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery points specified at Annex "A" of the Standing Offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Linda Richard
Title: Acting Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row
Halifax, NS B3T 1M5

Telephone: (902) 402-9059
Facsimile: (902) 496-5016
E-mail address: linda.k.richard@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

6.5.3 Offeror's Representative (PLEASE COMPLETE)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____ - _____ - _____
Facsimile: _____ - _____ - _____
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: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Marine Atlantic Inc.

6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (*Applicable Taxes included*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

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 call up against the Standing Offer, including any annexes;
- b) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- c) the general conditions 2010C (2020-05-28), General Conditions - Services (Medium Complexity)
- d) Annex A, Requirement;
- e) Annex B, Basis of Payment;
- f) **Annex C, List of Products and Pricing;**
- g) the Offeror's offer dated _____ (*insert date of offer*)

6.12 Certifications and Additional Information

6.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

6.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ .

6.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010C](#) (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

7.4 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.

7.5 Payment

7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices as specified in Annex C for a cost of \$ (*amount determined per call-up*). Customs duties are included and Applicable Taxes are extra.

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

7.5.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

7.5.3 Multiple Payments

SACC *Manual* clause [H1001C](#) (2008-05-12) Multiple Payments

7.5.4 Electronic Payment of Invoices – Call-up

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

- a. Direct Deposit (Domestic and International);

7.6 Invoicing Instructions

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

1. Invoices must be distributed as follows:
 - a. The original must be emailed to the following address:

invoices@marine-atlantic.ca

2. All invoices must display the following information:
 - a. MAI purchase order and contract number
 - b. Suppliers name and address
 - c. Description of services provided
 - d. Invoice number
 - e. Billed to date against contract where applicable
 - f. Pricing as per the contract agreement
 - g. Invoices are to be billed monthly

7.7 Insurance

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

7.8 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"

REQUIREMENT

Marine Atlantic is a Federal Crown Corporation and is subject to the provisions of the *Official Languages Act* of Canada. The Supplier will provide Marine Atlantic Inc. ("MAI") with written French Translation Services in its efforts to communicate with the public in the official language of their choice. The requirement is for the translation, from English into French (or from French to English if requested) for both simple and complex documents that may involve varying timeframes and a variety of subject matters relating to policy, procedure, customer communications, financial reporting, or other topics as required on an as and when required basis.

A.1 Location

Remote

A.2 Coordinating

Supplier – Point of Contact(s)

The Supplier shall appoint a primary point of contact to oversee all activities and act as the single point of contact for all administrative, contractual and coordination matters related to the deliverables. They will be responsible for coordinating all work efforts and shall ensure single point accountability for all work performed.

Type	Maximum Acknowledgement Time	Service Time	Maximum Total Time
Urgent (business hours) for Documents under 100 words	30 Minutes	30 Minutes	1 Hour
Urgent (business hours) for document under 500 words.	30 Minutes	1.5 Hours	2 Hours
Urgent requests (outside business hours) generally documents under 500 words. Requires after hours contact.	30 Minutes	Dependent upon corporate priority level.	Dependent upon corporate priority level.
Urgent requests (outside business hours) – Regular document under 1000 words. Requires after hours	1 Hour	7 Hours	8 Hours

contact.			
Regular - document under 2500 words	1 Hour	2 days	2 days
Extended – documents over 2500 words	1 Hour	Negotiable, based upon length of document and Corporate priorities	Negotiable, based upon length of document and Corporate priorities

A.3 Service Requirements

The Supplier must be able to provide the following services:

1. Translation from English to French must be done with formal French and limited use of informal French.
2. Translate material such as correspondence, signage, web content, small and large reports, media materials, job postings, quarterly and annual financial statements and other documents, as required.
3. Delivery time of work will depend on the nature of the material submitted for translation. At times, there may be work that is considered urgent and would include items such communication for social media, press releases for communication through the media, or official correspondence.

Regular work would include items such as job postings, newsletters, signage and small reports.

Extended timeframes would include larger reports such as quarterly and annual reports. MAI will set the priorities and deadlines (date and time).

4. Most work must be performed directly in the software and version of the submitted text from MAI. The most commonly used software are Microsoft Office (Word, PowerPoint, Excel) and Adobe Acrobat. Occasions where a file is submitted that is not able to be altered using the programs noted above (ex: graphic design files) then translation will be submitted using agreed upon software.
5. Supplier is responsible for quality control of their work. From time to time, assistance may be required in verifying translations completed by third parties.

6. Examples of the types of work required for translating are listed below in Table 1 but may not be limited to the projects listed below.

Table 1.

Type of Project	Approximate Word Count	Frequency/Timeline	Timeframe for Delivery
Short public responses (utilized on social media)	Less than 200	Ongoing	Urgent
Press Releases	Variable	Ongoing	Regular, possibly urgent
Job Postings	5 Sentences up to 3 Pages	Approximately 50 Annually	Regular
Media Materials	Variable	Ongoing	Regular, Possibly Urgent
Stakeholder Communications	Variable	Ongoing	Regular
Correspondence	Variable	Ongoing	Regular, Possibly Urgent
Web Content (FAQs, descriptions, blogs etc.)	Variable	Ongoing	Regular, Possibly Urgent
Marketing Campaign Related Items	Variable	Ongoing	Regular, Possibly Urgent
Signage	Variable	Ongoing	Regular, Possibly Urgent
Restaurant Menus	Variable	Ongoing	Regular

Large Reports (Minimum 11 pages)	Variable	Ongoing	Extended
Small Reports (Maximum 10 pages)	Variable	Ongoing	Regular
Tender Notices	Variable	Ongoing	Regular, Possibly Urgent
Newsletter	Variable	Quarterly	Regular
Quarterly Financial Reports	Estimated 31 pages	Quarterly	Extended
Annual Financial Reports	Estimated 31 pages	Annual (May-June)	Extended
Annual Report	Estimated 50 pages	Annual (April-June)	Extended
Corporate plan	Variable	Annual (revision changes expected)	Extended

A.4 Software

The Supplier must be equipped to use all the software applications listed below for the duration of the contract term.

Conversions will not be accepted in any form with exception to Graphic files.

1. Microsoft Office Suite (Word, Powerpoint, Excel)
2. Graphic files

MAI may request the documents be submitted in later versions of such software. Should the Supplier use a later version of one of the above listed software applications, MAI must give the contractor additional time to obtain the required version at the Supplier's expense and to become familiar with the new features.

The Supplier agrees to obtain any new application within two weeks of notice provided in writing by MAI.

A.5 Equipment and Material

The Supplier must have:

1. High-speed Internet access for receiving and transmitting emails.
2. Up-to-date security patches and functional antivirus and a malware program.

The Supplier is responsible for ensuring the compatibility of its system with the commonly used software listed above. If during installation the supplier has problems and finds that there are defects in the system of the Supplier (viruses, configurations etc.), the Supplier must assume responsibility to make the necessary adjustments to their system.

A.6 Receipt and Delivery of Work

1. The Supplier must be available every day for the term of the contract, during regular business hours Monday to Friday (except for Federal Statutory Holidays) between 8:00 a.m. and 4:30 p.m. Atlantic Standard Time (AST) or Atlantic Daylight Time (ADT), as appropriate, to receive work.
2. There are times when emergencies will arise, and urgent items are required outside regular business hours.
 - i. The Supplier must acknowledge receipt of any work sent from 8:00 a.m. to 4:30 p.m. AST or ADT by email to the MAI POC at the email address in which the request was sent and align with timelines noted above in section A.2.
 - ii. If the work is received by the Supplier after 4:30 p.m. AST or ADT, the Supplier must acknowledge the receipt by 9:00 a.m. on the following working day.

A.7 Experience and Qualifications

1. Proof of capability to conduct translation.
2. Five years of relevant translation, editing and proofreading experience preferably with marine industry experience.

3. Possessing ISO 17100 Translation Services Management System is considered an asset.

A.8 Other Information

Ownership of information – all information, documents and materials including (without limitation) all translated material and other materials, discovered, prepared, produced or provided by the Supplier or any employees or agents of the Supplier, in the performance of, or incidental to the performance of, - shall be the exclusive property of MAI and shall be delivered to MAI upon request.

ANNEX "B"

BASIS OF PAYMENT

The Financial Evaluation Total will be used for evaluation purposes only and does not represent a commitment on the part of MAI.

All pricing to perform the work as described in the Statement of Work at Annex A, is to be included and accounted for within the pages of this attachment and is to be submitted as your financial proposal at the time of bid closing.

Please enter, in Table 1, the rates for translation from English into French and Table 2 French to English. The proposed rates must be all-inclusive rates. The all-inclusive rates will cover any costs incurred by the Supplier including but not limited to: Word processing, proofreading, photocopy, cost associated with the software, telephone calls and the reception and transmission and all other related expenses. No other fees, costs or amounts will be paid.

The Estimated Expenditure must be in Canadian currency and must not include any amount for the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) as may be applicable.

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

For all requests under 100 words, pricing will be based on minimum 100 words.

Pricing Periods for this requirement will be:

Year 1 and 2 - from date of issue to 31 January 2023

Optional Period 1 - Year 3 & 4 - from 01 February 2023 to 31 January 2025

Optional Period 2 - Year 5 - from 01 February 2025 to 31 January 2026

The following basis of payment will apply to any call-up issued against this Standing Offer.

1.0 Standing Offer Period

The Supplier will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Standing Offer.

For the provision of services as described in Annex A – Statement of Work, the Supplier will be paid the firm unit prices below in the performance of this Standing Offer, HST extra.

TABLE1: STANDING OFFER PERIOD (two years)

Date of award to 31 January 2023

DESCRIPTION	Estimated Quantity (A)*	FIRM UNIT PRICES Per word (B)	TOTAL (A x B) = C
*REGULAR RATE PER WORD for translation services	450,000	\$	\$
*URGENT RATE PER WORD for translation services	50,000	\$	\$
TOTAL STANDING OFFER PERIOD			\$

***Estimated quantities for evaluation purposes only**

TABLE 2: OPTION PERIOD 1 (two years)

February 1, 2023 to January 31, 2025

DESCRIPTION	Estimated Quantity (A)*	FIRM UNIT PRICES Per word (B)	TOTAL (A x B) = C
*REGULAR RATE PER WORD for translation services	450,000	\$	\$
*URGENT RATE PER WORD for translation services	50,000	\$	\$
TOTAL OPTION PERIOD 1			\$

***Estimated quantities for evaluation purposes only**

TABLE 3: OPTION PERIOD 2 (one year)

February 1, 2025 to January 31, 2026

DESCRIPTION	Estimated Quantity (A)*	FIRM UNIT PRICES Per word (B)	TOTAL (A x B) = C
*REGULAR RATE PER WORD for translation services	225,000	\$	\$
*URGENT RATE PER WORD for translation services	25,000	\$	\$
TOTAL OPTION PERIOD 2			\$

***Estimated quantities for evaluation purposes only**

GRAND TOTAL FOR EVALUATION PURPOSES

Total Table 1	\$
Total Table 2	\$
Total Table 3	\$
GRAND TOTAL	\$

ANNEX "C"

MANDATORY TECHNICAL REQUIREMENTS

Please provide your translations of the following two examples:

TRANSLATIONS

1. Formal

Providing a strong, reliable and effective service

Our shunt trucks in both Port aux Basques and North Sydney are vital to our daily operations. They assure the loading and offloading of commercial drop trailers. With such important and regular use, the trucks are subject to age, wear and tear as well as mechanical breakdowns from time to time. This is why our shunting activities require regular maintenance.

Similar to our onshore infrastructure, our vessels also require regular maintenance. Our vessel preventative maintenance program is designed to identify issues before they present problems. Whether it is a vessel stabilizer, gearbox malfunction, or routine drydocking activities, we must be ready to serve our customers waiting to cross the Cabot Strait between Cape Breton and Newfoundland and Labrador.

Weather conditions in the Gulf of Saint Lawrence can be challenging and impact our loading and offloading, docking and undocking activities. Wind direction, wind speed and sea states all influence our sailing activities. Reliable infrastructure, including our automated mooring system, helps us navigate our ports in a safe and effective manner.

Thank you to all of our employees, vessel and shore-based, for your commitment and dedication to serving our customers and meeting our corporate values on a daily basis. Ensuring a reliable, effective and efficient ferry service helps us meet our constitutional mandate and the expectations of our shareholder, the Government of Canada.

2. Informal

I. With this many sailings, you're not waiting for what comes down the pipe.

The energy industry is a strong economic driver in Newfoundland and Labrador. It requires supplies and industrial material to keep going day in and day out. Our vessels are an important part of that logistics equation. Energy companies can count on our frequent sailings and knowledge of handling commercial cargo to keep projects on budget and on-time. You might say we help make pipe-dreams real.

II. Every slice matters.

Whether on the front lines, or behind the scenes, your commitment to efficient crossings and on-time arrivals really does matter. And that's because you don't see it as a shipment of watermelons, you see it as a hundred family BBQs in the making.

SUMMARY OF PERSONNEL

TABLE A: Summary of Offeror's Proposed Employee Team Members

- (a) Please list your **proposed resources' names and corresponding information.**
- (b) Please complete form template with heading "Detailed Description for Each Proposed Resource" that follows next.

No.	Role Name	Full Name	Years of Experience
A1.			
A2.			
A3.			
A4.			
A5.			

Detailed Description for Each Proposed Member

Please complete the following form template **for each individual named in Table A** in the Summary of Personnel. Completion of this form template forms part of the "Summary of Personnel" Mandatory Submission Requirement.

Table B.

Detailed Proposed Resource's Description	
Resource Details	
Full Name	
Role Name	
Years of Experience	
Description of Proposed Responsibilities	

Solicitation No. - N° de l'invitation
MA021-200049
Client Ref. No. - N° de réf. du client
MA021-20-0049

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-0-85184

Buyer ID - Id de l'acheteur
hal219
CCC No./N° CCC - FMS No./N° VME

Description of Relevant Experience in Projects of this Nature Within Last Five Years

Description of Relevant Project #1 Within Last Five Years

Description of Relevant Project #2 Within Last Five Years

Description of Relevant Project #3 Within Last Five Years

Solicitation No. - N° de l'invitation

MA021-200049

Client Ref. No. - N° de réf. du client

MA021-20-0049

Amd. No. - N° de la modif.

File No. - N° du dossier
HAL-0-85184

Buyer ID - Id de l'acheteur

hal219

CCC No./N° CCC - FMS No./N° VME

Relevant Qualifications, Certifications and Professional Designations