



RETURN BIDS TO:

Library and Archives Canada
Contracting and Material Management Division
550, de la Cité Blvd.
Gatineau, Quebec K1A 0N4
Canada
Email : bac.receptiondesoumission-bidreceiving.lac@canada.ca

RETOURNER LES SOUMISSIONS À :

Bibliothèque et Archives Canada
Division des contrats, gestion du matériel
550, de la Cité Blvd.
Gatineau, Quebec K1A 0N4
Canada
Email: bac.receptiondesoumission-bidreceiving.lac@canada.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal To: Library and Archives Canada

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

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Proposition au : Bibliothèque et Archives Canada

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

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
2. cette soumission est valide pour la période exigée dans la demande de soumissions;
3. tous les renseignements figurant dans la soumission sont complètes, véridiques et exacts; et
4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

Title – Sujet	
Translation Services Stream 1 and Stream 2	
Sollicitation No. – N° de l'invitation	Date
5Z011-22-0009	April 8th, 2021
Client Reference No. – N° référence du client	
5Z011-22-0009	
GETS Reference No. – N° de référence de SEAG	
Not Applicable	
Solicitation Closes	Time Zone
L'invitation prend fin	Fuseau horaire
at – à	2PM
on – le	May 18, 2021
	Eastern Daylight time (EDT)
	Heure Avancée de l'Est (HAE)
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>
Address inquiries to – Adresser toute demande de renseignements à :	
bac.receptiondesoumission-bidreceiving.lac@canada.ca	
Area code and Telephone No.	e-mail / courriel
Code regional et N° de téléphone	
	bac.receptiondesoumission-bidreceiving.lac@canada.ca
Instructions: See Herein	
Instructions: Voir aux présentes	
Delivery required -Livraison exigée	Delivery offered -Livraison proposée
See Herein – Voir aux présentes	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
Vendor/firm Name and Address	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
e-mail - courriel	
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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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, the Electronic Payment Instruments and the Federal Contractors Program for Employment Equity – Certification.

1.2 Summary

1.2.1 The Library and Archives Canada (LAC) seeks to establish up to one (1) contract per Stream, under the following Streams:

- Stream 1. Translation from French to English
- Stream 2. Translation from English to French

Canada is seeking to establish up to one (1) contract for stream 1 Translation from French to English and one (1) contract for stream 2. Translation from English to French as defined in Annex "A", Statement of Work, and to be provided under the Contract, on an "as and when requested" basis. Each contract will be for a period of one (1) year, plus four (4) irrevocable option(s), allowing Canada to extend the term of the contract(s) by one-year each.

1.2.2 There are no security requirement associated with this requirement.

1.2.3 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification."

1.3 Debriefings

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



1.4 Multiple Contracts

It is intended to award of up to a maximum of two (2) contracts.



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.

2.2 Submission of Bids

Bids must be submitted by email to: bac.receptiondesoumission-bidreceiving.lac@canada.ca by the date and time indicated on page 1 of the bid solicitation.

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.



"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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) working 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 Québec.

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 five (5) working 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

LAC 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

Bidders must submit their bids by email only to the Contracting Authority: bac.receptiondesoumission-bidreceiving.lac@canada.ca

The maximum size of an email: **10 MB.**

The maximum size of an individual file in an email: **4MB.**

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

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

Section I: Technical Bid (**one (1) electronic copy** by email)

Section II: Financial Bid (**one (1) electronic copy** by email)

Section III: Certifications not included in the Technical Bid (**one (1) electronic copy** by email)

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

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

For bid 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.

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 and describe their approach 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

Bidders must submit their financial bid in accordance with the ATTACHMENT 1 to PART 3 - PRICING SCHEDULE.

3.1.1 Electronic Payment of Invoices – Bid

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

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation



C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.3 *SACC Manual* Clauses

Section III: Certifications

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



ATTACHMENT 1 to PART 3 - PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data. Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

Bidders can bid on the two streams. Calculation will be done separately.

Service	(A)	(B)	(C = A x B)
Stream 1 Translation from French to English	*Approximated Level of Effort (Hours)	Rates for Translation – Hourly Rate (\$CAD)	Extended Price (\$CAD)
Initial Contract Period (Contract Award to March 31, 2022)			
Current work during normal business hours	800 hours	\$	\$
Urgent work during normal business hours	30 hours	\$	\$
Urgent work during evenings, weekends and holidays	10 hours	\$	\$
Option Period #1 (April 1, 2022 to March 31, 2023)			
Current work during normal business hours	800 hours	\$	\$
Urgent work during normal business hours	30 hours	\$	\$
Urgent work during evenings, weekends and holidays	10 hours	\$	\$
Option Period #2 (April 1, 2023 to March 31, 2024)			
Current work during normal business hours	800 hours	\$	\$
Urgent work during normal business hours	30 hours	\$	\$
Urgent work during evenings, weekends and holidays	10 hours	\$	\$
Option Period #3 (April 1, 2024 to March 31, 2025)			
Current work during normal business hours	4,000 hours	\$	\$
Urgent work during normal business hours	150 hours	\$	\$
Urgent work during evenings, weekends and holidays	50 hours	\$	\$
TOTAL EVALUATED PRICE for Stream 1 (Sum of: Initial Period + Option 1 + Option 2 + Option 3)		\$	



Service	(A)	(B)	(C = A x B)
Stream 2 Translation from English into French	*Approximated Level of Effort (Hours)	Rates for Translation – Hourly Rate (\$CAD)	Extended Price (\$CAD)
Initial Contract Period (Contract Award to March 31, 2022)			
Current work during normal business hours	4,000 hours	\$	\$
Urgent work during normal business hours	150 hours	\$	\$
Urgent work during evenings, weekends and holidays	50 hours	\$	\$
Option Period #1 (April 1, 2022 to March 31, 2023)			
Current work during normal business hours	4,000 hours	\$	\$
Urgent work during normal business hours	150 hours	\$	\$
Urgent work during evenings, weekends and holidays	50 hours	\$	\$
Option Period #2 (April 1, 2023 to March 31, 2024)			
Current work during normal business hours	4,000 hours	\$	\$
Urgent work during normal business hours	150 hours	\$	\$
Urgent work during evenings, weekends and holidays	50 hours	\$	\$
Option Period #3 (April 1, 2024 to March 31, 2025)			
Current work during normal business hours	4,000 hours	\$	\$
Urgent work during normal business hours	150 hours	\$	\$
Urgent work during evenings, weekends and holidays	50 hours	\$	\$
TOTAL EVALUATED PRICE (Sum of: Initial Period + Option 1 + Option 2 + Option 3)		\$	

*An average of 230 words per hour is expected.



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 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

The Offeror can submit a proposal for one or the two streams but they need to be addressed separately.

MANDATORY REQUIREMENTS

The Mandatory Requirements listed below will be evaluated on a simple pass/fail (i.e. compliant/non-compliant) basis. Proposals which fail to meet the Mandatory Requirements will be deemed non-responsive and given no further consideration. Proposals MUST demonstrate compliance with all of the following Mandatory Requirements and MUST provide the necessary documentation to support compliance. Experience must be substantiated (ie. not just a copy and paste of the wording from the Mandatory Requirements).

Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

Mandatory Technical Criteria (MT)		
STREAM 1 – Translation from French to English		
CORPORATE CRITERIA		
Mandatory Technical Criterion	Bidder's Response	
	Substantiation of Technical Compliance	Reference to Applicable Additional Supporting Documentation within the Bidder's Bid
MT1	<p>The following Mandatory Evaluation Criteria must be addressed at a Firm/Corporate level. Information provided in response to these Criteria must be about the capabilities of the organization submitting an offer, which may be, but is not necessarily limited to, a Corporation, Sole Proprietorship, Joint Venture, etc.</p> <p>The Offeror must provide a profile demonstrating the Offeror's knowledge and experience in the provision of Translation Services from French to English, relevant and similar to LAC's requirement as defined in the SOW.</p>	



	<p>At a minimum, the Offeror must include:</p> <ul style="list-style-type: none">• The full legal name of the entity submitting the Proposal;• The number of years the Offeror has been in business providing translation services from French to English;• The number of resources within the Offeror's organization, able to translate from French to English; and• The average annual volume of work for translation from French to English conducted by the Offeror.		
MT2	<p>The Offeror must submit a statement of its proposed approach and methodology to deliver Translation Services from French to English has given in the SOW, which must include:</p> <ul style="list-style-type: none">• Quality Assurance methodology;• Proposed reporting schedule; and• Methodology for ensuring work is completed on schedule, and in compliance with the requirement as defined in the SOW. <p>The approach and methodology will be evaluated in RT-1 and RT2.</p>		
MT3	<p>The offerer must have an on-line system for receiving translation requests and delivering translations requested.</p>		



POINT RATED REQUIREMENTS

Proposals, that meet all of the mandatory qualifications, will be further evaluated against the following rated requirements.

Point Rated Technical Criteria STREAM 1 – Translation from French to English			
	Requirement	Point Distribution	Score
RT1	<p>Approach and Methodology (up to 40 points)</p> <p>The Offeror’s Approach and Methodology for providing Translation Services from French to English will be rated against the Evaluation Factors below. The approach and methodology should address LAC’s objectives in the provision of Translation Services.</p> <p>The described Approach and Methodology should be complete, rigorous, feasible, responsive and consistent with LAC’s requirements as described in the SOW.</p> <p>The approach and methodology should address the approach for dealing with urgent requirement</p> <p>Up to 40 points</p> <p>The Offeror should describe the approach for:</p> <ul style="list-style-type: none"> • Dealing with urgent translation from French to English request; • Dealing with requirements of a high volume; • Ensuring service outside normal business hours; • Maintaining a backup plan in case of technical or mechanical problem (i.e. computer malfunction) or personal situations (e.g. illness); • Ensuring work is delivered on schedule in both regular and urgent timelines. 	<p>40 points - The process for managing urgent translation requests and documents to be translated is thoroughly described, in detail, including existing corporate processes and specific measures to be implemented for LAC;</p> <p>30 points - The process for managing urgent translation requests and documents to be translated is reasonably described with a good level of detail of existing corporate processes, but does not clearly describe any measures to be implemented specifically for LAC;</p> <p>20 points - The process for managing urgent translation requests and documents to be translated is described in some detail but does not clearly delineate between existing corporate processes and measures to be implemented specifically for LAC;</p> <p>10 points - The process for managing translation requests and documents to be translated is poorly described with limited detail or is unclear;</p> <p>0 point - The process for managing urgent translation requests and documents to be translated is not described.</p>	



<p>RT2</p>	<p>Quality Assurance methodology (up to 40 points)</p> <p>The Offeror's Quality Assurance methodology should be complete and sound.</p> <p>Quality Assurance methodologies should include examples of previous applications of the same or similar methodology, how it will be applied to LAC's requirement, and the outcome that will result.</p> <p>The methodology should be thorough and appropriate to LAC's requirement, and should lead to a continually improving service delivery/product.</p> <p>The Offeror's review process, including methodology for mitigating both minor and major errors from completed documentation, maintaining the style and language of the source document, and dealing with gibberish and/or inconsistent use of terms within an original text.</p> <p>Ensuring consistency and quality of a final product for projects involving partially translated text.</p> <p>Up to 40 points</p>	<p>40 points - The process to ensure translation quality Assurance is described in detail, including existing corporate processes and specific measures to be implemented for LAC;</p> <p>30 points - The process to ensure translation quality Assurance is reasonably described in detail of existing corporate processes, but does not clearly describe any measures to be implemented specifically for LAC;</p> <p>20 points - The process to ensure translation quality Assurance is described in some detail, but does not clearly delineate between existing corporate processes and measures to be implemented specifically for LAC;</p> <p>10 points - The process to ensure translation quality Assurance is poorly described with limited detail, or is unclear;</p> <p>0 point - The process to ensure translation quality control services is not described.</p>	
<p>RT3</p>	<p>The Offeror's bench strength (up to 80 points)</p> <p>The Offeror should demonstrate its bench strength in providing Translation Services from French to English by identifying by name up to eight separate translation resources where the Bidder has contracted the services of the individual for a minimum of 30 cumulative billed days, within the last five years, in the National Capital Region (NCR).</p> <p>For the resource to be considered, the referenced contract must have been contracted with the Bidder and the translation service must have been from French to English.</p>	<p>80 points</p>	



	<p>The Crown will accept equivalent reference projects provided that said experience was obtained through work performed for the Broader Public Sector (i.e. Federal, Provincial or Municipal). The referenced contract must not have been contracted with the Bidder's subcontractor or its affiliate. The client organization must not be a partner or sub-contractor of the Bidder or other entity that does not have an arm's length with the Bidder.</p> <p>Note: The minimum 30 days may be demonstrated by the cumulative total of one or more separate contracts.</p> <p><u>Evaluation Criteria:</u> The Bidder will be awarded a maximum of 80 points (10 points for each resource, to a maximum of 8 resources in the NCR) for each professional services resource that meets the requirement.</p> <p>See Response Table T1 Below</p>		
TOTAL (MAXIMUM SCORE: 160 points) PASS MARK: 80 points			



Table T1

Translation Consultant	# Points	Resource Name	Translation	# of billed days	Client Organization	Contract Period
Consultant #1:	10	e.g. John Smith	From French to English	25	Transport Canada	Jan 2019 to March 2020
			From French to English	35	Treasury Board, Secretariat	Jul 2018 to Dec 2019
		Sub-total (min 60)		60		
Consultant #2:	10					
Consultant #3:	10					
Consultant #4:	10					
Consultant #5:	10					
Consultant #6:	10					
Consultant #7:	10					
Consultant #8:	10					
	80	Total Maximum Score				



STREAM 2 – Translation from English to French (M-4, M5, M6, RT-4, RT-5 and RT-6)

The Mandatory Requirements listed below will be evaluated on a simple pass/fail (i.e. compliant/non-compliant) basis. Proposals which fail to meet the Mandatory Requirements will be deemed non-responsive and given no further consideration. Proposals **MUST** demonstrate compliance with all of the following Mandatory Requirements and **MUST** provide the necessary documentation to support compliance. Experience must be substantiated (ie. not just a copy and paste of the wording from the Mandatory Requirements).

Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

Mandatory Technical Criteria (MT)		
STREAM 2 – Translation from English to French		
CORPORATE CRITERIA		
Mandatory Technical Criterion	Bidder's Response	
	Substantiation of Technical Compliance	Reference to Applicable Additional Supporting Documentation within the Bidder's Bid
MT4	<p>The following Mandatory Evaluation Criteria must be addressed at a Firm/Corporate level. Information provided in response to these Criteria must be about the capabilities of the organization submitting an offer, which may be, but is not necessarily limited to, a Corporation, Sole Proprietorship, Joint Venture, etc.</p> <p>The Offeror must provide a profile demonstrating the Offeror's knowledge and experience in the provision of Translation Services from English to French, relevant and similar to LAC's requirement as defined in the SOW</p> <p>At a minimum, the Offeror must include:</p> <ul style="list-style-type: none"> • The full legal name of the entity submitting the Proposal; • The number of years the Offeror has been in business providing translation services from English to French; • The number of resources within the Offeror's organization, able to translate from English to French; and 	



	<ul style="list-style-type: none">The average annual volume of work for translation from English to French conducted by the Offeror.		
MT5	<p>APPROACH AND METHODOLOGY</p> <p>The Offeror must submit a statement of its proposed approach and methodology to deliver Translation Services from English to French has given in the SOW, which must include:</p> <ul style="list-style-type: none">Quality Assurance methodology;Proposed reporting schedule; andMethodology for ensuring work is completed on schedule, and in compliance with the requirement as defined in the SOW. <p>The approach and methodology will be evaluated in RT-4 and RT5.</p>		
MT6	<p>The offerer must have an on-line system for receiving translation requests and delivering translations requested.</p>		



POINT RATED REQUIREMENTS

Proposals, that meet all of the mandatory qualifications, will be further evaluated against the following rated requirements.

Point Rated Technical Criteria STREAM 2 – Translation from English to French			
	Requirement	Point Distribution	Score
RT4	<p>Approach and Methodology (up to 40 points)</p> <p>The Offeror’s Approach and Methodology for providing Translation Services from English to French will be rated against the Evaluation Factors below. The approach and methodology should address LAC’s objectives in the provision of Translation Services.</p> <p>The described Approach and Methodology should be complete, rigorous, feasible, responsive and consistent with LAC’s requirements as described in the SOW.</p> <p>The approach and methodology should address the approach for dealing with urgent requirement</p> <p>Up to 40 points</p> <p>The Offeror should describe the approach for:</p> <ul style="list-style-type: none"> • Dealing with urgent translation from English to French request; • Dealing with requirements of a high volume; • Ensuring service outside normal business hours; • Maintaining a backup plan in case of technical or mechanical problem (i.e. computer malfunction) or personal situations (e.g. illness); • Ensuring work is delivered on schedule in both regular and urgent timelines. 	<p>40 points - The process for managing urgent translation requests and documents to be translated is thoroughly described, in detail, including existing corporate processes and specific measures to be implemented for LAC;</p> <p>30 points - The process for managing urgent translation requests and documents to be translated is reasonably described with a good level of detail of existing corporate processes, but does not clearly describe any measures to be implemented specifically for LAC;</p> <p>20 points - The process for managing urgent translation requests and documents to be translated is described in some detail but does not clearly delineate between existing corporate processes and measures to be implemented specifically for LAC;</p> <p>10 points - The process for managing translation requests and documents to be translated is poorly described with limited detail or is unclear;</p> <p>0 point - The process for managing urgent translation requests and documents to be translated is not described.</p>	



<p>RT5</p>	<p>Quality Assurance methodology (up to 50 points)</p> <p>The Offeror's Quality Assurance methodology should be complete and sound.</p> <p>Quality Assurance methodologies should include examples of previous applications of the same or similar methodology, how it will be applied to LAC's requirement, and the outcome that will result.</p> <p>The methodology should be thorough and appropriate to LAC's requirement, and should lead to a continually improving service delivery/product.</p> <p>The Offeror's review process, including methodology for mitigating both minor and major errors from completed documentation, maintaining the style and language of the source document, and dealing with gibberish and/or inconsistent use of terms within an original text.</p> <p>Ensuring consistency and quality of a final product for projects involving partially translated text.</p> <p>Up to 40 points</p>	<p>40 points - The process to ensure translation quality Assurance is described in detail, including existing corporate processes and specific measures to be implemented for LAC;</p> <p>30 points - The process to ensure translation quality Assurance is reasonably described in detail of existing corporate processes, but does not clearly describe any measures to be implemented specifically for LAC;</p> <p>20 points - The process to ensure translation quality Assurance is described in some detail, but does not clearly delineate between existing corporate processes and measures to be implemented specifically for LAC;</p> <p>10 points - The process to ensure translation quality Assurance is poorly described with limited detail, or is unclear;</p> <p>0 point - The process to ensure translation quality control services is not described.</p>	
<p>RT6</p>	<p>The Offeror's bench strength (up to 80 points)</p> <p>The Offeror should demonstrate its bench strength in providing Translation Services from English to French by identifying by name up to eight separate translation resources where the Bidder has contracted the services of the individual for a minimum of 30 cumulative billed days, within the last five years, in the National Capital Region (NCR).</p> <p>For the resource to be considered, the referenced contract must have been contracted with the Bidder and the translation service must have been from English to French.</p>		



	<p>The Crown will accept equivalent reference projects provided that said experience was obtained through work performed for the Broader Public Sector (i.e. Federal, Provincial or Municipal). The referenced contract must not have been contracted with the Bidder's subcontractor or its affiliate. The client organization must not be a partner or sub-contractor of the Bidder or other entity that does not have an arm's length with the Bidder.</p> <p>Note: The minimum 30 days may be demonstrated by the cumulative total of one or more separate contracts.</p> <p><u>Evaluation Criteria:</u> The Bidder will be awarded a maximum of 80 points (10 points for each resource, to a maximum of 8 resources in the NCR) for each professional services resource that meets the requirement.</p> <p>See Response Table T2 Below</p>		
TOTAL (MAXIMUM SCORE: 160 points) PASS MARK: 80 points			



Table T2

Translation Consultant	# Points	Resource Name	Translation	# of billed days	Client Organization	Contract Period
Consultant #1:	10	e.g. John Smith	From English to French	25	Transport Canada	Jan 2019 to March 2020
			From English to French	35	Treasury Board, Secretariat	Jul 2018 to Dec 2019
		Sub-total (min 60)		60		
Consultant #2:	10					
Consultant #3:	10					
Consultant #4:	10					
Consultant #5:	10					
Consultant #6:	10					
Consultant #7:	10					
Consultant #8:	10					
	80	Total Maximum Score				

TOTAL TECHNICAL SCORE:

STREAM 1 – Translation from French to English	
RT-1 Approach and Methodology (up to 40 points)	
RT-2 Quality Assurance methodology (up to 40 points)	
RT-3 Bench strength (up to 80 points)	
TOTAL FOR STREAM 1 (up to a maximum of 160 points)	
MINIMUM PASS MARK 80 points	

STREAM 2 – Translation from English to French	
RT-4 Approach and Methodology (up to 40 points)	
RT-5 Quality Assurance methodology (up to 40 points)	
RT-6 Bench strength (up to 80 points)	
TOTAL FOR STREAM 2 (up to a maximum of 160 points)	
MINIMUM PASS MARK 80 points	

4.1.2 Financial Evaluation

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

Highest Combined Rating of Technical Merit 70 % and Price 30 %

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 Pass Mark **80 points out 160 points** for each stream.



2. Bids not meeting a), b) and 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 135 and the lowest evaluated price is \$45,000 (45).

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

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.62$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating		84.16	73.15	77.70
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 Federal Contractors Program for Employment Equity - Bid Certification

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

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the ["FCP Limited Eligibility to Bid"](#) list during the period of the Contract.



The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

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

5.2.3.2 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.

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security associated with the requirement.



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

There is no security associated with the requirement.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from Contract award to and including March 31, 2022 inclusive.

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-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least two (2) 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.

7.4.3 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.



In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Anne-Marie Aubry
Senior Contracting Officer
Contracting and Materiel Management Division
Library and Archives Canada
550 de la Cité Boulevard, room 8-110B
Gatineau, Québec
K1A 0N4

Telephone: 613-716-2173

Email address: anne-marie.aubry@canada.ca

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

7.5.2 Project Authority *[To be inserted at contract award]*

The Project Authority for the Contract is:

Name:
Title:
Organization:
Address

Telephone:
Facsimile: ____ - ____ - ____
E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's *[To be inserted at contract award]*

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

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ **[To be inserted at contract award]**. Customs duties are included and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ **[To be inserted at contract award]**. 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 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30) T1204 - Direct Request by Customer Department

7.7.5 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);



7.8 Invoicing Instructions

7.8.1 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;

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.

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

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10 Applicable Laws

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

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;
- (g) the Contractor's bid dated **[To be inserted at contract award]**.

7.12 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](#)".

7.13 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the Contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Section 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



ANNEX “A” STATEMENT OF WORK

1. TITLE

Library and Archives Canada (LAC) – Linguistic Services: Translation

2. BACKGROUND

LAC seeks to establish contracts with qualified suppliers to supplement internal translation (one contract for French to English and one for English to French translations).

2.1 Progression of LAC Translation

LAC has further determined that, due to the availability of translation software, the use of hourly rates for Translation Services is more appropriate for the Department versus the traditional Per Word rate.

3. SPECIFIC REQUIREMENTS

3.1 Translation Requests

3.1.1. Every request for translation will be assigned a case number by LAC. All interactions with LAC regarding the case shall include a reference to the case number (e.g. requests for additional information, delivery of translated documents, invoices, etc.).

3.1.2. All requests for translation will be authorized by the Technical Authority or project coordinator. A request for translation from the Technical Authority or project coordinator will provide the following information:

- a. the Translation Service Request Number;
- b. the details of the work activities to be performed;
- c. the title of the document;
- d. the name of the directorate or organization issuing the document;
- e. the number of words to be translated;
- f. the urgency of the work;
- g. the delivery deadline;
- h. the software and version to use;
- i. the name of the LAC technical contact for the work.

3.1.3. The Contractor must not perform any work not duly authorized by the Project Authority. All work performed without the approval of the Project Authority will be at the Contractor's own expense, and LAC will not be responsible for the payment of such expenses.

3.2 Software used by LAC

3.2.1. All translations, modifications and revisions must be done in the same layout and format as the source document. At the time of issuing the requirement for translation services, LAC is using MS Office 2016 suite of products including; Word 2016, Excel 2016, PowerPoint 2016, One Note 2016 and Visio 2016. LAC also uses portable document format using Adobe Acrobat PDF and Foxit Phantom PDF.

3.2.2. The Contractor must accept documents in the above-noted electronic formats for translation and must return translated documents in these formats unless otherwise directed by the Technical Authority or project coordinator.



- 3.2.3. The Contractor must use an on-line system for receiving translation requests and delivering translations requested. The Contractor must have access to translation software (for example: TERMIUM Plus)

4. DEFINITIONS AND APPLICABLE DOCUMENTS

- 4.1 The following list of definitions and acronyms is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used within this Statement of Work (SOW).

Term/Acronym	Definition
GoC	Government of Canada.
LAC	Library and Archives Canada
Major Errors	Major errors include, but are not limited to, factual errors introduced by the Contractor (including mistakes in tables and charts), critical omissions, gibberish and/or errors in formatting such that the intent or message of the original document is altered or strays from the original message. An error is considered major when it would have caused a complaint from a client or the public.
Minor Errors	Minor errors include errors in grammar, style, punctuation, spelling and/or minor omissions.
NCR	National Capital Region.
SOW	Statement of Work.
Termium PLUS	A terminological and linguistic data bank developed and supported by the Translation Bureau of Public Works and Government Services Canada.

- 4.2 In addition to any provisions contained within the SOW, the following websites may provide further useful information to the Contractor in determining the context of this requirement, as well as its size and scope:

- 4.2.1 LAC's mandate: <https://www.bac-lac.gc.ca/eng/about-us/Pages/our-mandate.aspx>

- 4.2.2 Termium PLUS: www.termium.gc.ca

5. SCOPE OF WORK

- 5.1 LAC requires Translation services within the following Work Streams:

- 5.1.1 **Stream 1: Translation – French to English**

- 5.1.2 **Stream 2: Translation – English to French**

5.2 Stream 1: Translation – French to English

- 5.2.1 The Resource must:



- a) Translate the document as indicated, adhering to the timeline indicated by the Technical Authority or project coordinator.
- b) Consult any reference material, either the Contractor's or LAC's as applicable, and/or the author of the document or this person's due designate, as required.
- c) Follow the same content, style, level of language and other details, as the original document and/or as indicated in any resultant Call-up.
- d) Ensure consistency and agreement between the original and translated documents in terms of layout and format.

5.2.2 Translations must be free from major errors. LAC reserves the right to have the Resource correct any minor errors found in the translation at no additional cost.

5.2.3 Changes made by the Resource to any original texts submitted for translation must be discussed with and confirmed by the LAC Technical Authority or project coordinator.

5.3 **Stream 2: Translation – English to French**

5.3.1 The Resource must:

- a) Translate the document as indicated, adhering to the timeline indicated by the Technical Authority or project coordinator.
- b) Consult any reference material, either the Contractor's or LAC's as applicable, and/or the author of the document or this person's due designate, as required.
- c) Follow the same content, style, level of language and other details, as the original document and/or as indicated in any resultant Call-up.
- d) Ensure consistency and agreement between the original and translated documents in terms of layout and format.

5.3.2 Translations must be free from major errors. LAC reserves the right to have the Resource correct any minor errors found in the translation at no additional cost.

5.3.3 Changes made by the Resource to any original texts submitted for translation must be discussed with and confirmed by the LAC Technical Authority or project coordinator.

6. **DELIVERABLES**

6.1 The Contractor must provide the following deliverables on an as and required basis:

6.1.1 **Streams 1 and 2**

- a) Translated text(s).
- b) Any working papers and notes, as required or as requested by the Project Authority.

6.2 All deliverables must be in softcopy, unless otherwise specified by the Project Authority(s). All deliverables and reports must be in conformance with LAC's standard desktop software, currently **Microsoft Office Suite 2016**.

7. **APPROACH AND METHODOLOGY**

7.1 The Contractor must employ all standards, techniques, methods and approaches required to fulfill the requirements of this SOW in compliance with article 8 of the SOW, Performance Standards and Quality Assurance.

7.1.1 LAC reserves the right to verify the accuracy of the estimated level of effort.

7.2 **References**



7.2.1 The Contractor must use the following spelling, style and terminology guides when working in **English**:

- a) Termium PLUS;
- b) *The Canadian Style Guide* (available on the Termium PLUS website); and
- c) *The Canadian Oxford Dictionary* or *The Canadian Gage Dictionary*.
- d) **Any lexicon or terminology communicated by the** Technical Authority or project coordinator **for a specific project.**

7.2.2 The Contractor must use the following spelling, style and terminology guides when working in **French**:

- a) Termium PLUS;
- b) *Le guide du rédacteur* (available on the Termium PLUS website); and
- c) *Le Petit Robert*.
- d) **Any lexicon or terminology communicated by the** Technical Authority or project coordinator **for a specific project.**
- e)

8. PERFORMANCE STANDARDS AND QUALITY ASSURANCE

8.1 The Contractor must possess or ensure the provision of content knowledge appropriate for Translation Services as indicated in the contract and must continuously strive to improve their methodological and practice skills.

8.2 In providing Translation Services as described above, the Contractor must, at a minimum, conform to the following Performance Standards and Quality Assurance requirements:

8.2.1 Efficient time management is of utmost importance to LAC's Translation Services. At the issuance of each, LAC will establish with the Contractor a schedule of milestones and reporting for the work to be completed on the basis of its congruence with the conditions of the contract. The Contractor must deliver the services by the deadlines established by the LAC Technical Authority or project coordinator, as specified within the Call-up. Every effort must be made by LAC to provide the Contractor with reasonable deadlines.

8.2.2 Regular Requirements

- a) Regular Requirements are those within LAC's standard business hours of 8 a.m. to 5 p.m. EST, Monday to Friday.
- b) The Contractor must adhere to the timeline indicated within any request, as agreed upon with the LAC Technical Authority or project coordinator. Notwithstanding, all timelines/milestones will be specified by LAC Project Authority within any translation request and negotiated with the Contractor prior to commencement of the work, as applicable.
- c) In the event delays occur, the Contractor must communicate such delays with the LAC Technical Authority or project coordinator as soon as possible, including the reason for the delay and the new expected completion date.
- d) In the event any delay is deemed by LAC to be invalid, or pretence, LAC reserves the right to refuse a deadline extension.

8.2.3 Urgent Requirements

- a) LAC retains exclusive right to determine which requirements are considered "Urgent" based upon the definitions herein. Requests for translation will be considered "Urgent":



- b) when the deadline is immediate (within an hour) and/or short for the complexity and length of the document;
- c) when the scheduling of work by LAC is such that it can only be conducted outside the hours of 8:00 a.m. to 5:00 p.m. from Monday to Friday, on weekends and on statutory holidays.
- d) A document of a complex nature will be defined by LAC based on the document requiring more research time and specialized terminology.
- e) The Contractor must deliver the translated texts by the deadlines established by the Technical Authority or project coordinator. Every effort will be made by LAC to provide the Contractor with reasonable deadlines.
- f) For any requests for which the Contractor is unable to complete by the deadline date as established with LAC, the Contractor must notify the LAC Technical Authority or project coordinator within the following hour of the request in order to re-negotiate the deadline date. Upon receipt of the written request for an extension, LAC will confirm, in writing, any extension and the new deadline or indicate that the original deadline is firm.
- g) In the event LAC has a request to be completed after 5:00 p.m., LAC will make arrangements with the Contractor no later than 4:00 p.m. for the Contractor to conduct that work.

8.2.4 **Quality Assurance**

- a) In addition to the requirement for Contractor Performance, the Contractor must apply a rigorous Quality Assurance methodology to ensure the accuracy and quality of all deliverables and services provided.
- b) Submitted Deliverables must be free from major errors.
- c) Submitted Deliverables must contain no more than 2 minor errors per 800-word sample.
- d) The Contractor must ensure standardization and consistency of terminology.
- e) In the event the Technical Authority or project coordinator indicates that the work completed does not meet LAC's quality requirements, the Contractor must make the necessary corrections at no additional charge to LAC within a mutually agreed upon time frame. If correction is deemed not possible by the Contractor, LAC reserves the right to reject the related invoice(s).

8.2.5 LAC expects that the Contractor shall be able to respond to any request and be capable of meeting response times.

8.3 All deliverables completed under this contract are subject to inspection by the LAC Technical Authority or Project Coordinator. The LAC Project Authority reserves the right to verify the accuracy of all deliverables.

8.4 **Notice of Non-Compliance**

8.4.1 LAC reserves the right to issue a **Notice of Non-Compliance** to the Contractor in the event the Contractor:

- a) Is found to have done Work that does not conform to the Quality Assurance standards indicated in 8.2.4, or other applicable Performance Standards or Quality;
- b) Is continually unavailable for work under this contract.

8.4.2 In the event of a Notice of Non-Compliance as described under event 8.4.1 the LAC Project Authority will request correction to the Contractor's Deliverables.

In the event of a Notice of Non-Compliance where correction is not undertaken to the satisfaction of the LAC Technical Authority or project coordinator, LAC reserves the right to withhold payment



on those Deliverables until correction is made in a manner satisfactory to the LAC Project Authority.

- 8.5 The Contractor must ensure that all resources deployed in the provision of services under the contract including any and all sub-contractors, are properly trained and qualified to fulfill their responsibilities. In addition, the Contractor must ensure that all deployed resources are operating at all times in accordance with all applicable legislation, regulations, codes and policies.
- 8.6 It is the responsibility of the Contractor to ensure its conduct and performance is in accordance with the terms and conditions of the contract and in accordance with the *Code of Conduct for Procurement*. It is also the responsibility of the Contractor to ensure the conduct and performance of its deployed resources are in accordance with the same.

9. REPORTING REQUIREMENTS

- 9.1 It is the responsibility of the Contractor to facilitate and maintain regular communication with the LAC Project Authority. In addition, the Contractor must immediately notify the Project Authority of any issues, problems, or areas of concern in relation to any work completed as they arise.
- 9.2 The Contractor must provide the following reports, as required:
 - 9.2.1 **Availability Confirmation:** The Contractor must confirm in writing that it has capacity to undertake the work requested within **one (1) hour** of receipt of the work request. This report may take the form of an email, or other appropriate written response.
 - 9.2.2 **Invoices:** For services provided, in accordance with the appropriate per hourly rate, as indicated in the Contractor's proposal as accepted by LAC. Invoices must be in PDF format or other adequate, locked soft copy.
 - a) Invoices must be submitted on a monthly basis for work that has been conducted during that month, for all work provided during that period.
 - b) The invoice must include:
 - i. The applicable contract number;
 - ii. The hourly rate applied with associated level of effort per document;
 - iii. Document reference number
 - iv. Document title(s);
 - v. Value(s); and
 - vi. Point(s) of contact within LAC.

10. RISKS AND CONSTRAINTS

- 10.1 The work under the resulting SOA must be completed within a strict timeline. The Contractor may be required to conduct work outside of normal operating hours in order to meet associated deadlines.

11. CONTRACTOR RESPONSIBILITIES

- 11.1 In fulfilling the terms and conditions of the SOA and any resultant Call-up, the Contractor agrees to:
 - 11.1.1 Provide a mutually agreed-upon principal Point of Contact for the Contractor, who must be responsible for all activities undertaken;
 - 11.1.2 Complete assigned work according to pre-defined schedules and standards;
 - 11.1.3 Provide Quality Assurance monitoring on all deliverables;

As required, liaise with the LAC Project Authority and any stakeholders identified by the LAC Project Authority for discussions, project reviews and other related project management activities within LAC's regular operating hours of Monday to Friday, 8 a.m. to 4 p.m., EST

12. GOVERNMENT REPRESENTATIVE AND SUPPORT



- 12.1 As required for the successful completion of the Contractor's work under this contract, LAC will provide:
- 12.1.1 Access to LAC's facilities, the LAC Project Authority and/or other LAC personnel as required for discussions, consultations, and information;
 - 12.1.2 Access to relevant documentation and reference materials to which the Contractor would not otherwise have access;
 - 12.1.3 Review of submissions, as required, and the provision of comments/suggested revisions, in a timely manner;
 - 12.1.4 Other assistance and support as appropriate.
- 13. LOCATION OF WORK AND TRAVEL**
- 13.1 Work must take place at the Contractor's place of business.
 - 13.2 No travel is anticipated for any work under this contract.
- 14. LANGUAGE OF WORK**
- 14.1.1 As a Department of the federal government, LAC is required under the *Official Languages Act* to provide its services in either Official Language of Canada.
- 15. GREEN PROCUREMENT AND SERVICES**
- 15.1 The Contractor must ensure, where possible, that all materiel employed and work methods utilized by both the Contractor and its deployed resources must accommodate LAC commitment to the Government of Canada [Policy on Green Procurement](#).



ANNEX “B” BASIS OF PAYMENT

To be completed at contract award

Please refer to Attachment to Part 3 - Pricing Schedule



ANNEX "C" ELECTRONIC PAYMENT INSTRUMENTS



PROTÉGÉ B lorsque rempli
PROTECTED "B" when completed

T1204 Information Reporting by Contractor for the payment of invoices

Information T1204 à transmettre par l'entrepreneur pour le paiement des factures

1. The Contractor shall provide the following information within 15 calendar days from date of award of the contract; and return this form with the signed contract. This is a condition of payment.

1. L'entrepreneur doit fournir l'information suivante dans les 15 jours suivant la date d'attribution du marché et retourner ce formulaire avec le contrat signé. Il s'agit d'une condition de paiement.

- a. the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code;

- a. l'appellation légale de l'entité ou du particulier, selon le cas, i.e. le nom associé au numéro d'assurance sociale (NAS) ou au numéro d'entreprise, ainsi que l'adresse et le code postal;

Name / Nom:

Adresse / Adresse:

Are you a former public servant or a person that was incorporated, receiving a GOC pension or lump sum payment? / Êtes-vous un ancien fonctionnaire ou une personne s'étant constituée en société recevant une pension du GC ou un montant forfaitaire?

Are you an aboriginal supplier?
Êtes-vous un fournisseur autochtone?

Yes / Oui

No / Non

Yes / Oui

No / Non

- b. The status of the Contractor:

- b. Le statut juridique de l'entrepreneur:

Individual / Particulier

Partnership / Société de personnes

Corporation / Société

- c. Dans le cas d'un particulier, le NAS de l'entrepreneur ou le numéro d'entreprise ou le numéro de la taxe sur les produits et services (TPS) ou de la taxe de vente harmonisée (TVH) / For individuals, the Contractor's SIN and, if applicable, the BN, or the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number;

- d. Dans le cas d'une société de personnes et d'une société, le numéro d'entreprise, ou si ce dernier n'est pas disponible, le numéro de TPS/TVH. En l'absence d'un numéro d'entreprise ou de TPS/TVH, une société devra fournir son numéro d'impôt de société du feuillet T2, tandis qu'une société de personnes devra fournir le NAS de l'associé qui a signé le marché / For partnerships and corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, corporations must provide their T2 Corporation Tax number, while partnerships must provide the SIN of the partner who has signed the contract; and,

Contractor's SIN: / NAS de l'entrepreneur:

GST/HST number: / Numéro TPS/TVH:

Business Number / Numéro d'entreprise:

T2 Corp. Tax number: / Numéro d'impôt de société T2

- e. the following certification signed by the Contractor or an authorized officer:

- e. l'attestation suivante, signée par l'entrepreneur ou son représentant autorisé :

"I certify that I have examined the information provided above, including the legal name, address, and Canada Customs and Revenue Agency identifier, (c) or (d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."

« Je certifie par la présente que j'ai examiné tous les renseignements fournis ci-dessus, y compris l'appellation légale, l'adresse et le numéro identificateur de l'Agence des douanes et du Revenu du Canada, c) ou d) selon le cas, qu'ils sont corrects et complets et qu'ils divulguent clairement l'identité du présent entrepreneur. »

Signature

date



PROTÉGÉ B lorsque rempli
PROTECTED "B" when completed

**Demande d'inscription
au dépôt direct pour
les fournisseurs canadiens**

**Direct Deposit
Enrollment Request
for Canadian suppliers**

Pour les paiements fait au Canada seulement

For payments deposited in Canada only

Demande initiale
New Request

Modification
Change

Annulation
Cancellation

A REMPLIR ÉLECTRONIQUEMENT OU Écrire lisiblement

FILL FORM ELECTRONICALLY OR print clearly

Nom du particulier ou
de l'entreprise
Surname or CO Name

Prénom
Given Name

Adresse
Address

Ville
City

Code postal
Postal Code

Province

Courriel
E-Mail

Téléphone
Telephone

**S.V.P. joindre un spécimen de chèque avec la
mention 'NUL' pour votre compte bancaire. Si
vous n'avez pas de compte chèque, compléter
cette section avec vos informations bancaires.**

**Please attach a blank cheque for your bank account
with 'VOID' written on it. If you don't have a chequing
account fill this section with your banking information.**

Nom et adresse de l'institution financière
Financial institution's name and address

Example / Exemple

Name / Nom: P.O. Box / C.P. 000, City / Ville, Canada H0H 0H0

Cheque No. / N° de chèque: 0000000

Pay to the order of / Payez à l'ordre de: *"Void"*

<<Nul>>

Signature: 0000000

000 *00000*000 000000*0

N° succursale - Branch No

N° institution - Institution No

N° compte - Account No

For finance use only/ Pour finances seulement

Code S- _____

By / Par: _____

Account No -
N° compte

Institution No - N° institution
3 digits 3 chiffres

Branch No - N° succursale
5 digits 5 chiffres

Attestation

En tant que bénéficiaire des paiements, j'autorise BAC à déposer mes remboursements dans le compte bancaire mentionné ci-dessus et ce, jusqu'à nouvel ordre.

Signature

Certification

I, as the person entitled to receive the payments, authorize LAC to deposit my reimbursements into the above-noted bank account until further notice.

Tel - Tél.

Date



Renseignements supplémentaires

- Ne remplissez pas ce formulaire si vous avez déjà demandé le dépôt direct et que les renseignements n'ont pas changé.
- Si vous changez de compte bancaire détenu au Canada dans lequel nous déposons un paiement, assurez-vous de nous informer des renseignements relatifs à votre nouveau compte bancaire. De plus, assurez-vous que le paiement est déposé dans le nouveau compte bancaire avant de fermer l'ancien.
- Votre demande de dépôt direct restera en vigueur jusqu'à ce que vous modifiiez les renseignements originaux ou que vous annuliez le service.
- Pour interrompre le dépôt direct veuillez remplir ce formulaire en omettant les informations bancaires et en cochant la case 'Annulation'.
- Vous recevrez un courriel contenant le numéro de facture et le montant lorsqu'un paiement sera émis.
- Envoyez votre formulaire dûment rempli par télécopieur au 819-934-5264 ou par courriel à bac.supportfinance-financesupport.lac@canada.ca ou par la poste à Bibliothèque et Archives Canada, Finance, 550 boul de la Cité, 8^{ème} étage, Gatineau QC K1A 0N4

More information

- Please do not fill in this form if you already requested the reimbursement via Direct deposit or if the banking information has not changed.
- If you are changing your bank account held in Canada into which we deposit a payment, be sure to tell us about your new bank account. In addition, make sure you do not close the old bank account before we deposit the payment into the new bank account.
- Your direct deposit request will stay in effect until you change the information or cancel the service.
- To cancel direct deposit service, send this form without the banking info and tick the Cancellation Box
- You will receive an e-mail with the invoice number and the amount to notify you when a payment is issued.
- Send your completed form by email at bac.supportfinance-financesupport.lac@canada.ca or by fax at 819-934-5264 or by mail at Library and Archives Canada, Finance, 550 boul de la Cité, 8th Floor, Gatineau QC K1A 0N4.