





## TABLE OF CONTENTS

<b>TABLE OF CONTENTS .....</b>	<b>2</b>
<b>PART 1 - GENERAL INFORMATION.....</b>	<b>4</b>
1.1 Introduction .....	4
1.2 Summary .....	4
1.2.2 Multiple Contracts .....	4
1.3 Debriefings .....	5
1.4 Mandatory Requirements .....	5
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>6</b>
2.1 Standard Instructions, Clauses and Conditions .....	6
2.2 Submission of Bids .....	6
2.3 Enquiries - Bid Solicitation .....	6
2.4 Applicable Laws.....	6
2.5 Former Public Servant.....	7
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>9</b>
3.1 Bid Preparation Instructions.....	9
3.2 SACC Manual Clauses.....	10
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>11</b>
4.1 Evaluation Procedures.....	11
4.1.1 Technical Evaluation .....	11
4.1.1.1 Mandatory Technical Criteria .....	11
4.1.2 Financial Evaluation .....	11
4.1.3 Formulas in Pricing Schedule.....	12
4.1.4 Substantiation of Professional Services Rates.....	12
4.2 Basis of Selection.....	13
4.2.1 Basis of Selection - Lowest Evaluated Price .....	13
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION.....</b>	<b>14</b>
5.1 Certifications Required with the Bid.....	14
5.1.1 Integrity Provisions - Declaration of Convicted Offences .....	14
5.2 Certifications Precedent to Contract Award and Additional Information.....	14
5.2.1 Integrity Provisions – Required Documentation .....	14
5.2.2 Integrity Provisions – List of Names.....	14
5.2.3 Federal Contractors Program for Employment Equity – Bid Certification.....	15
5.2.4 Education and Experience .....	15
<b>PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....</b>	<b>16</b>
6.1 Security Requirement.....	16
<b>PART 7 - RESULTING CONTRACT CLAUSES .....</b>	<b>17</b>
A1. Standard Acquisition Clauses and Conditions Manual .....	17
A2. Terms and Conditions of the Contract .....	17
A3. General Conditions.....	17
<b>APPENDIX “B”, SUPPLEMENTAL TERMS AND CONDITIONS.....</b>	<b>18</b>
B1. Priority of Documents .....	18
B2. CIC Clauses.....	18
B3. SACC Manual Clauses.....	18



B4. Security Requirement ..... 18

B5. Period of Contract ..... 18

B5.1 Option to Extend the Contract ..... 19

B6. Termination on Thirty (30) Days Notice..... 19

B7. Certifications / Compliance and Additional Information..... 19

B8. Insurance Requirements ..... 19

B9. Closure of Government Offices..... 19

B10. Statement of Work..... 20

B11. Authorities ..... 20

B11.1 Contracting Authority..... 20

B11.2 Project Authority ..... 20

B11.3 Technical Authority..... 20

B12. Proactive Disclosure of Contract with Former Public Servants (*If applicable*) ..... 21

**APPENDIX “C”, TERMS OF PAYMENT ..... 22**

C1. Basis of Payment – Cost Reimbursable – Limitation of Expenditure..... 22

C2. Method of Payment ..... 22

C3. Applicable Taxes..... 23

C4. Invoicing Instructions..... 23

C5. Travel and Living Expenses..... 23

**APPENDIX “D”, STATEMENT OF WORK ..... 24**

**APPENDIX “E”, BASIS OF PAYMENT ..... 27**

**APPENDIX “F”, MANDATORY TECHNICAL CRITERIA..... 32**

**APPENDIX “G”, VENDOR INFORMATION AND AUTHORIZATION FORM ..... 35**



## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

**The bid solicitation is divided into seven parts plus attachments 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.

### **1.2 Summary**

The Contractor must provide English-to-French translation and French editing services to the Communications Branch of IRCC for a variety of communications products, including, but not limited to, news releases, backgrounders, infographics, social media content, video scripts, web content, Questions and Answers (Qs&As), key messages, speeches, talking points, media advisories, video scripts, question period notes (QPNs), responses to media questions, internal communications documents and web content, such as program delivery instructions, intranet articles, and Deputy Minister messages.

Services will be required on an as-needed basis, often on an urgent basis and outside regular business hours (before 8:00 a.m. and after 5:00 p.m.), sometimes in the evenings, overnights, on weekends and statutory holidays.

#### **1.2.2 Multiple Contracts**

Canada is seeking to establish up to 6 contracts for French Translation Services as defined in Appendix "D", Statement of Work, for 4 years, including all options.



**1.2.3** The requirement is subject to the provisions of the Canada-United States-Mexico Agreement (CUSMA), and the Canadian Free Trade Agreement (CFTA)."

### **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 fifteen (15) working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone, or in person.

If you have any concerns relating to the procurement process, please refer to the [Bid Challenge and Recourse Mechanisms](#) page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the Office of the Procurement Ombudsman (OPO).

### **1.4 Mandatory Requirements**

Where the words “must”, “shall” or “will” appear in this RFP, the clause is to be considered as a mandatory requirement.



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All Citizenship and Immigration Canada (CIC) instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out on the [CIC Website](#).

All SACC manual clauses for specific instructions not covered by the standard instructions identified in the bid solicitation by number, date and title are set out in the [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 [CIC-SI-001 \(2016-05-26\)](#) 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 only to Citizenship and Immigration Canada by the date, time and place indicated on page 1 of the bid solicitation.

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

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **5** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined by the laws in force in Ontario.



Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## 2.5 Former Public Servant

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

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

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



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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.





## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I:      Technical Bid (1 soft/electronic copy by email)

Section II:     Financial Bid (1 soft/electronic copy by email)

Section III:    Certifications (1 soft/electronic copy by email)

**Canada requests that respondents submit their response in unprotected (i.e. no password) PDF format by email. Complete size of emails containing a response must not exceed 10MB. Emails exceeding 10MB will not be received. Should the size of email(s) exceed 10MB, respondents must contact the Contracting Authority at least 48 hours prior to the closing date to discuss alternatives.**

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

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

- (a) use a numbering system that corresponds to the bid solicitation; and
- (b) page numbering must be used on the bottom right of each page of the proposal

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

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

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

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

Bidders must submit their financial bid in accordance with Appendix “E”, Basis of Payment. The total amount of applicable taxes must be shown separately, if applicable.



Bidders should include the following information in their financial bid by completing Appendix “G”, Vendor Information and Authorization and include it with their bid:

1. Their legal name;
2. Their [Business Number](#) (BN); and
3. The name of the contact person (including this person's mailing address, phone and facsimile numbers, and email address) authorized by the Bidder to enter into communications with Canada with regards to:
  - a) their bid; and
  - b) any contract that may result from their bid.

Financial proposals must clearly identify the personnel proposed and the associated category for evaluation purposes only. Proposed per diem rates or firm prices must be in Canadian dollars.

The Bidder's per diem rates in response to this RFP and resulting contract(s) must include all overhead, general & administrative costs and profit. Included are the following costs that may be incurred in providing the required services: office space, computer hardware and software, word processing, preparation of reports, photocopying, courier services, facsimile services, telephone services, local travel expenses, and administration related to non-local travel expenses. "Local" as used here is defined as where the Work is to be performed in Canada as may be specified in the RFP and the resulting Contract(s).

Bidders must provide in their financial bid a price breakdown as detailed in Appendix “E”, Basis of Payment.

### **3.2 SACC Manual Clauses**

#### **C3011T (2010-01-11) - Exchange Rate Fluctuation**

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

### **Section III: Certifications**

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



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified in Appendix “F” – Mandatory Technical Criteria. The Bidder must provide the necessary documentation to support compliance with this requirement.

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by a Bidder to meet any one of the mandatory requirements will render the Bidder’s proposal **non-responsive and will not be given further consideration**. The treatment of mandatory requirements in any procurement process is absolute. Each mandatory technical criterion should be addressed separately.

For each project summary provided, Bidders are required to provide specific dates (month and year) of experience as well as the total duration of project (number of months). The month(s) of experience listed for a project whose timeframe overlaps that of another referenced project 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.

#### 4.1.2 Financial Evaluation

Only the proposals that are technically responsive will be considered for financial evaluation.

The price of the bid will be evaluated in Canadian dollars, applicable taxes are excluded.

For the purposes of bid evaluation, Basis of Payment, Appendix “E” will be used. The Bidder must provide firm all-inclusive per word rates and firm all-inclusive hourly rates for the services being proposed in accordance with the bid solicitation, for the initial contract period and option periods.

The “TOTAL EVALUATED PRICE” in Appendix “E”, Basis of Payment will be calculated by adding the initial contract period total (table A), Option Year 1 total (table B), Option year 2 (table C), and Option year 3 (table D). The sum of the four tables will be used to determine the financial evaluation.



### 4.1.3 Formulas in Pricing Schedule

If the Pricing Schedule provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

### 4.1.4 Substantiation of Professional Services Rates

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services bids, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for specific resource categories). Examples of price support that Canada would consider satisfactory include:

- a) documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided by the relevant resource category, where those services were provided for at least one month and the fees charged are equal to or less than the rate offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
- b) a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount payable under that contract by the Bidder to the resource is equal to or less than the rate bid for that resource category;
- c) a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a rate that is equal to or less than the rate bid for the relevant resource category (and where the resource meets all the qualifications described in this bid solicitation); or
- d) details regarding the salary paid to and benefits provided to the individuals employed by the Bidder qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the rates it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the relevant resource, Canada may declare the bid non-compliant, if the rate is at least **20%** of or lower than the median price bid by compliant bidders for the first year of the resulting contract for the relevant resource(s). Only the Firm Per Diem Rates of proposals that are technically responsive will be considered.



## 4.2 Basis of Selection

### 4.2.1 Basis of Selection - Lowest Evaluated Price

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price found in Appendix “E”, Basis of Payment table under “**TOTAL EVALUATED PRICE**” will be recommended for award of contract.



## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether 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](#) website, 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](#), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Integrity Provisions – List of Names

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide a completed List of Names in the Integrity Verification form available on the [Integrity Regime website](#), to be given further consideration in the procurement process.



### **5.2.3 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 webpage.

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.

#### **Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

### **5.2.4 Education and Experience**

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



## **PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirement**

There are no security requirements associated with this requirement.





## **PART 7 - RESULTING CONTRACT CLAUSES**

### **APPENDIX “A”, GENERAL TERMS AND CONDITIONS**

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

#### **A1. Standard Acquisition Clauses and Conditions Manual**

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by Public Works and Government Services Canada (PWGSC) and in the Citizenship and Immigration Canada Terms and Conditions Manual.

**A1.1** An electronic version of the [SACC Manual](#) is available on the Buy and Sell Website.

**A1.2** An electronic version of the Citizenship and Immigration Canada (CIC) Contract Terms and Conditions is available on the [CIC Website](#).

#### **A2. Terms and Conditions of the Contract**

**A2.1** The general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this Contract, as though expressly set out herein, subject to any other express terms and conditions herein contained.

#### **A3. General Conditions**

**A3.1** General Conditions [CIC-GC-001 \(2020-12-02\)](#), Med/High Complexity Goods and Services Contract shall apply to and form part of this Contract.



## APPENDIX “B”, SUPPLEMENTAL TERMS AND CONDITIONS

### B1. Priority of Documents

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

- a) The Articles of Agreement;
- b) Appendix “B” – Supplemental Terms and Conditions;
- c) Appendix “A” – General Terms and Conditions;
- d) Appendix “C” – Terms of Payment;
- e) Appendix “D” – Statement of Work;
- f) Appendix “E” – Basis of Payment
- g) Appendix “F” – Mandatory Technical Criteria;
- h) Appendix “G” – Vendor Information and Authorization Form;
- i) the Contractor's proposal dated \_\_\_\_\_(TBD)

### B2. CIC Clauses

The following Citizenship and Immigration Canada Terms and Conditions are incorporated by reference and form part of this Contract:

ID	Date	Title
<a href="#">CIC-SC-004 (2015-02-16), Conflict of Interest – Subsequent Request for Proposal (RFP)</a>		

### B3. SACC Manual Clauses

The following SACC manual Clauses are incorporated by reference and form part of this Contract:

ID	Date	Title
<a href="#">A9117C</a>	<a href="#">2007-11-30</a>	<a href="#">T1204 - Direct Request by Customer Department</a>
<a href="#">C0705C</a>	<a href="#">2010-01-11</a>	<a href="#">Discretionary Audit</a>

### B4. Security Requirement

There is no security requirement associated with the requirement.

### B5. Period of Contract

The period of the Contract is from date of Contract award to May 31, 2022.



## **B5.1 Option to Extend the Contract**

The Contractor grants Canada, the irrevocable right to extend the term of the Contract by up to (3) three additional (1) 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 Appendix “E”, Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **B6. Termination on Thirty (30) Days Notice**

1. 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.
2. 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.

## **B7. Certifications / Compliance and Additional Information**

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.

## **B8. Insurance Requirements**

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

## **B9. Closure of Government Offices**

Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor’s employees are providing services on government premises pursuant to this Contract and the said premises become non accessible and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.



## **B10. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work in Appendix “D”.

## **B11. Authorities**

### **B11.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name:

Title

Email address:

*<The Contracting Authority for the Contract is to be identified at Contract award>*

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.

### **B11.2 Project Authority**

The Project Authority for the Contract is:

Name:

Title

Email address:

*<The Project Authority for the Contract is to be identified at Contract award>*

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.

### **B11.3 Technical Authority**

The Technical Authority for the Contract is:

Name:

Title

Email address:

*<The Technical Authority for the Contract is to be identified at Contract award>*



The Technical Authority will be responsible for providing guidance on the technical requirements and deliverables.

**B12. Proactive Disclosure of Contract with Former Public Servants *(if applicable)***

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.



## APPENDIX “C”, TERMS OF PAYMENT

### C1. Basis of Payment - Cost reimbursable – Limitation of expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex E, to a limitation of expenditure of \$5,000.00. Customs duties are included and Applicable Taxes are extra.

1. Canada's total liability to the Contractor under the Contract must not exceed \$5,000.00. 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.

### C2. Method of Payment

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.



### **C3. Applicable Taxes**

Applicable taxes are not included in the amounts shown in the Basis of Payment. Applicable taxes, which are estimated at \$\_\_\_\_\_ (to be determined at contract award), are included in the total contract amount. Applicable taxes are to be shown as separate items on all invoices and claims for progress payments and will be paid by Canada. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

### **C4. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the following address for certification and payment: [IRCC.FINInvoices-FacturesFIN.IRCC@cic.gc.ca](mailto:IRCC.FINInvoices-FacturesFIN.IRCC@cic.gc.ca)

### **C5. Travel and Living Expenses**

Canada will not accept any travel and living expenses for:

- a) Work performed within the National Capital Region (NCR). The NCR is defined in the [National Capital Act](#), R.S.C. 1985, c. N-4, S.2.;
- b) Any travel between the Contractor's place of business and the NCR; and
- c) Any relocation of resources required to satisfy the terms of the Contract.

These expenses are included in the firm price for professional fees specified above."



## APPENDIX “D”, STATEMENT OF WORK

### 1. Title: French Translation services

### 2. Scope

Immigration, Refugees and Citizenship Canada (IRCC) must communicate its programs, initiatives and policies to internal and external audiences concurrently in English and French. This contract, for the provision of high-quality French language services to IRCC Communications Branch, will help ensure that IRCC continues to meet its official languages requirements.

### 3. Tasks

The Contractor must provide English-to-French translation and French editing services to the Communications Branch of IRCC for a variety of communications products, including, but not limited to, news releases, backgrounders, infographics, social media content, video scripts, web content, Questions and Answers (Qs&As), key messages, speeches, talking points, media advisories, video scripts, question period notes (QPNs), responses to media questions, internal communications documents and web content, such as program delivery instructions, intranet articles, and Deputy Minister messages.

Services will be required on an as-needed basis, often on an urgent basis and outside regular business hours (before 8:00 a.m. and after 5:00 p.m.), sometimes in the evenings, overnights, on weekends and statutory holidays

The Contractor must provide the following:

- 3.1 English-to-French translation: Translate documents from English into French. Ensure that the translations are error-free, have a natural French-language flow (i.e., are not stilted or awkward), and match the original, source document in terms of meaning, tone and style.
- 3.2 Comparative editing of French documents translated from English: Review and update French documents that are translations of English documents. Ensure that the French translations are error-free, have a natural French-language flow (i.e., are not stilted or awkward), and match the original, source document in terms of meaning, tone and style.
- 3.3 Editing/proofreading of French documents: Edit or proofread French documents. Ensure that the French is error-free, has a natural French-language flow (i.e., is not stilted or awkward). Machine editing/proofreading should not be used.

### 4. Deliverables

Provide English-to-French translation and French editing services for a variety of communications products (see “Tasks” above).





Documents must be provided in the same format as the document provided by IRCC. In other words, if a document is provided to the French editor in MS Word or MS PowerPoint, the French document must be returned to IRCC in the same format. Likewise, if a document is provided on a template (for example, IRCC speech template), the French document must also be provided on the French template. While we will endeavour to provide the appropriate template in French, it is incumbent on the French translator/editor to inquire about it if it was not provided so that the deliverable can be presented in the correct format.

## 5. Level of effort

Each year, IRCC produces hundreds of documents and content for internal and external audiences for which urgent translation and/or comparative editing services are needed. Based on historical volumes, the estimated number of words per contract is 20,000 per year, for a total of 80,000 words per contract if all options are exercised. These estimates are provided in good faith and do not represent a commitment by Canada for the estimated quantity of work or business given to the Contractor. The estimated number of words is not to be considered as a contractual guarantee. IRCC's requirements may change on a yearly basis.

For this requirement, the documents in question include, but are not limited to the following documents or items. The average number of words for each is presented in brackets after each: news releases (400), backgrounders (350), infographics (100), social media content (100), video scripts (400), video subtitles (200), web content (100-400), questions and answers (350), key messages (300) and media responses (100), program delivery (operational) instructions (1200), Deputy Minister messages (250), media advisories, question period notes (150) and social media content (100), small requests (15-100).

## 6. Service Standards

**Deadlines:** IRCC will inform the Contractor of the deadline for each request. If the Contractor is unable to meet the deadline set by IRCC, they must advise IRCC without delay.

**Turnaround time:** The Contractor will adhere to the deadline requested and inform IRCC of potential delays immediately.

## 7. Constraints

The Contractor must provide the deliverables via email and in the same file format as the document provided by IRCC. For example, if a document is provided to the Contractor in Microsoft Word or PowerPoint, the deliverable must be returned to IRCC in the same format. Exceptions may occur when reviewing videos or advertising creatives.

While IRCC does not specify how the translations must be generated (including with the use of machine translation), the translations provided to IRCC by the Contractor must be reviewed for quality control by professional translators.

Where applicable, IRCC will provide the Contractor with French (or French-first) templates. The Contractor will be required to return the French document on the French (or French-first) template. IRCC has French (or French-first) templates for news releases, backgrounders and media advisories. IRCC will provide the appropriate templates in French so that the deliverables can be presented in the correct format.



## **8. Reporting**

The Contractor must respond to email and phone requests in a timely fashion and inform IRCC in the event that they are unable to provide services. The Contractor must also inform IRCC by email, providing reasonable advance notice of a few days, when their services are expected to be unavailable, for example, during statutory holidays. No face-to-face meetings will be required.

## **9. Travel**

There is no travel associated with the performance of the work. Any associated travel expenses are the sole responsibility of the Contractor.

## **10. Client Support**

The IRCC Project Authority will monitor progress of the tasks, provide feedback, review and approve deliverables, and also provide the Contractor with information and templates required to do the work. Should the work of the Contractor not be approved by the Project Authority, the Contractor could be required to re-do the work at no additional charge.

## **11. Availability of Personnel**

The Contractor certifies that they/their employees and subcontractors will be available to commence performance of the work from the Contract award date and will remain available to perform the work in relation to the fulfillment of this requirement.

12. IRCC is committed to making our Department more inclusive for everyone and fostering an equitable workplace culture that values diversity and creates an environment that is welcoming and rewarding for all. We encourage the businesses that work with us to reflect these values.

More information can be found at:

<https://www.canada.ca/en/government/publicservice/wellness-inclusion-diversity-public-service/diversity-inclusion-public-service2.html>.



## APPENDIX “E”, BASIS OF PAYMENT

During the period of the contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included and applicable taxes are extra.

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with this Basis of Payment, Appendix “E”.

Canada's total liability to the Contractor under each of the six (6) Contracts shall not exceed \$30,000.00, including all options, **excluding taxes**.

The Bidder must complete this pricing schedule and include it in its financial bid. Other than completing required section(s) in the pricing table below, the bidder must not make any other changes or alternations. By doing so will render the bidder's response non-compliant and will be eliminated from the competition.



<b>TABLE A - INITIAL CONTRACT PERIOD</b> From date of Contract award to May 31, 2022	
<b>Category</b>	<b>(A)</b> <b>Firm All Inclusive Per Word Rate</b>
<b>Translation (English to French):</b>	
Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Non-Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Urgent Outside Regular Business Hours Request (i.e., evenings, weekends, statutory holidays)	\$To be provided by Bidder \$
<b>Category</b>	<b>Firm All Inclusive Hourly Rate</b>
<b>French Comparative Editing:</b>	
Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Non-Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Urgent Outside Regular Business Hours Request (i.e., evenings, weekends, statutory holidays)	\$To be provided by Bidder \$
<b>Category</b>	<b>Firm All Inclusive Hourly Rate</b>
<b>French Editing or Proofreading</b>	
Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Non-Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Urgent Outside Regular Business Hours Request (i.e., evenings, weekends, statutory holidays)	\$To be provided by Bidder \$
<b>TOTAL EVALUATED PRICE (SUM OF COLUMN (A)) - excluding taxes</b>	<b>\$To be provided by Bidder \$</b>



<b>TABLE B - OPTION PERIOD 1 June 1, 2022 to May 31, 2023</b>	
<b>Category</b>	<b>(B) Firm All Inclusive Per Word Rate</b>
<b>Translation (English to French):</b>	
Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Non-Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Urgent Outside Regular Business Hours Request (i.e., evenings, weekends, statutory holidays)	\$To be provided by Bidder \$
<b>Category</b>	<b>Firm All Inclusive Hourly Rate</b>
<b>French Comparative Editing:</b>	
Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Non-Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Urgent Outside Regular Business Hours Request (i.e., evenings, weekends, statutory holidays)	\$To be provided by Bidder \$
<b>Category</b>	<b>Firm All Inclusive Hourly Rate</b>
<b>French Editing or Proofreading</b>	
Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Non-Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Urgent Outside Regular Business Hours Request (i.e., evenings, weekends, statutory holidays)	\$To be provided by Bidder \$
<b>TOTAL EVALUATED PRICE (SUM OF COLUMN (A)) - excluding taxes</b>	<b>\$To be provided by Bidder \$</b>



<b>TABLE C - OPTION PERIOD 2 June 1, 2023 to May 31, 2024</b>	
<b>Category</b>	<b>(C) Firm All Inclusive Per Word Rate</b>
<b>Translation (English to French):</b>	
Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Non-Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Urgent Outside Regular Business Hours Request (i.e., evenings, weekends, statutory holidays)	\$To be provided by Bidder \$
<b>Category</b>	<b>Firm All Inclusive Hourly Rate</b>
<b>French Comparative Editing:</b>	
Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Non-Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Urgent Outside Regular Business Hours Request (i.e., evenings, weekends, statutory holidays)	\$To be provided by Bidder \$
<b>Category</b>	<b>Firm All Inclusive Hourly Rate</b>
<b>French Editing or Proofreading</b>	
Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Non-Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Urgent Outside Regular Business Hours Request (i.e., evenings, weekends, statutory holidays)	\$To be provided by Bidder \$
<b>TOTAL EVALUATED PRICE (SUM OF COLUMN (A)) - excluding taxes</b>	<b>\$To be provided by Bidder \$</b>



<b>TABLE D - OPTION PERIOD 3 June 1, 2024 to May 31, 2025</b>	
<b>Category</b>	<b>(D) Firm All Inclusive Per Word Rate</b>
<b>Translation (English to French):</b>	
Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Non-Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Urgent Outside Regular Business Hours Request (i.e., evenings, weekends, statutory holidays)	\$To be provided by Bidder \$
<b>Category</b>	<b>Firm All Inclusive Hourly Rate</b>
<b>French Comparative Editing:</b>	
Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Non-Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Urgent Outside Regular Business Hours Request (i.e., evenings, weekends, statutory holidays)	\$To be provided by Bidder \$
<b>Category</b>	<b>Firm All Inclusive Hourly Rate</b>
<b>French Editing or Proofreading</b>	
Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Non-Urgent Requests - Regular Business Hours	\$To be provided by Bidder \$
Urgent Outside Regular Business Hours Request (i.e., evenings, weekends, statutory holidays)	\$To be provided by Bidder \$
<b>TOTAL EVALUATED PRICE (SUM OF COLUMN (A)) - excluding taxes</b>	<b>\$To be provided by Bidder \$</b>

**TOTAL EVALUATED PRICE Table:**

<b>TABLE A – TOTAL (excluding taxes)</b>	<b>To be provided by Bidder</b>
<b>TABLE B – TOTAL (excluding taxes)</b>	<b>To be provided by Bidder</b>
<b>TABLE C – TOTAL (excluding taxes)</b>	<b>To be provided by Bidder</b>
<b>TABLE D – TOTAL (excluding taxes)</b>	<b>To be provided by Bidder</b>
<b>TOTAL EVALUATED PRICE = SUM OF TABLE A + TABLE B + TABLE C + TABLE D (excluding taxes)</b>	<b>To be provided by Bidder</b>



## APPENDIX “F”, MANDATORY TECHNICAL CRITERIA

Mandatory Technical Criteria (MT)				
Number	Criteria	Met	Not Met	Cross Reference to proposal
MT1	<p>The Bidder must provide a single point of contact for all related issues in regards to this solicitation. The following information must be provided:</p> <p>Name: Title: Phone number: Email address:</p>			
MT2	<p>The Bidder must provide in their bid a statement, confirming the following:</p> <p>“I confirm that my company will be available to provide the services required on an as-needed basis, often on an urgent basis and outside regular business hours (before 8:00 a.m. and after 5:00 p.m.), sometimes in the evenings, overnights, on weekends and statutory holidays.”</p>			





<p>MT3</p>	<p>While IRCC does not expect bidders to be available to respond to requests on a 24-hour basis, the requirement under this contract is such that the Bidders must provide a statement, indicating that someone will be available to answer email or phone requests from 8:00 am to 6:30 p.m, Monday to Friday (excluding statutory holidays) ET for urgent, after hours and overnight translation, editing and proofreading requests.</p> <p>The bidder must provide the information below:</p> <p>Phone number:</p> <p>Email address:</p> <p>Note: Bidder must fill in the blank spaces above with the phone number and/or email address where they can be contacted. Contact in MT3 can differ from the contact provided in MT1.</p>			
<p>MT4</p>	<p>The Bidders must provide a statement, certifying that the translators and editors who will be used to carry out the work will be certified with an organization under one or more of the following organizations:</p> <ol style="list-style-type: none"> <li>1. CTTIC: Canadian Translators, Terminologists and Interpreters Council</li> <li>2. ATIO: Association of Translators and Interpreters of Ontario</li> <li>3. CTINB: Corporation of Translators, Terminologists and Interpreters of New Brunswick</li> <li>4. OTTIAQ: Ordre des traducteurs, terminologues et interprètes agréés du Québec (no English name)</li> <li>5. STIBC: Society of Translators and Interpreters of British Columbia</li> </ol>			



MT5	The Bidder must provide a statement certifying that all proofreaders who will be used to carry out proofreading work on this requirement have at least five (5) years of experience in editing.			



## APPENDIX “G”, VENDOR INFORMATION AND AUTHORIZATION FORM

### Vendor Name and Address

---



---



---



---

### Legal Status (incorporated, registered, etc.)

- Individual (Sole proprietor)
- Privately owned corporation
- Joint Venture or Corporate entity
- Other (specify): \_\_\_\_\_

### GST or HST Registration Number and Business Number (Revenue Canada)\

---

### Name and Title of Person authorized to sign on behalf of Vendor

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### Central Point of Contact

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

Name and Title \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

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