



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS A :**

Bid Receiving/Réception des soumissions

[cfia.bidreceipt-receptiondesoumission.acia@inspection.gc.ca](mailto:cfia.bidreceipt-receptiondesoumission.acia@inspection.gc.ca)

**REQUEST FOR  
PROPOSAL**

**DEMANDE DE  
PROPOSITION**

Proposal to: Canadian Food Inspection Agency

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 therefor.

Proposition aux : Agence canadienne d'inspection des aliments

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 appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

|   |   |   |
|---|---|---|
| <b>Title – Sujet</b><br>Translation and Transcription Services  |   | <b>Date</b><br>November 23, 2022                            |
| <b>Solicitation No. – N° de l'invitation</b><br>2023-00283-B (B0688)  |   |   |
| <b>Client Reference No. - No. De Référence du Client</b><br>2023-00283-B (B0688)  |   |   |
| <b>Solicitation Closes – L'invitation prend fin</b>   |   |   |
| <b>At / à :</b>   | 14 :00  | EST (Eastern Standard Time)<br>HNE (heure normale de l'Est) |
| <b>On / le :</b>  | December 08, 2022                                       |   |
| <b>Delivery - Livraison</b><br>See herein — Voir aux présentes  | <b>Taxes - Taxes</b><br>See herein — Voir aux présentes | <b>Duty – Droits</b><br>See herein — Voir aux présentes     |
| <b>Destination of Goods and Services – Destinations des biens et services</b><br>See herein — Voir aux présentes  |   |   |
| <b>Instructions</b><br>See herein — Voir aux présentes  |   |   |
| <b>Address Inquiries to – Adresser toute demande de renseignements à</b><br>Teresa McKenny – <a href="mailto:Teresa.McKenny@inspection.gc.ca">Teresa.McKenny@inspection.gc.ca</a>   |   |   |
| <b>Telephone No. – No. de téléphone</b><br>343-573-4193   | <b>Facsimile No. – No. de télécopieur</b><br>N/A        |   |
| <b>Delivery Required – Livraison exigée</b><br>See herein — Voir aux présentes  | <b>Delivery Offered – Livraison proposée</b>            |   |
| <b>Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:</b>   |   |   |
| <b>Telephone No. – No. de téléphone</b>   | <b>Facsimile No. – No. de télécopieur</b>               |   |
| <b>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)</b> |   |   |
| <b>Signature</b>  | <b>Date</b>   |   |

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## Medium Complexity Bid Solicitation and Resulting Contract Template (MC)

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There are no security requirements associated with this bid solicitation.

### **1.2 Statement of Work**

The Work to be performed is detailed under Annex A of the resulting contract clauses.

### **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 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canada Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement, Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Ukraine Free Trade Agreement(CUFTA), and Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP).

## 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](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions ([2003](#)) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names“.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Bids

Bids must be submitted only to The Canadian Food Inspection Agency's Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

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

### 2.3 Former Public Servant

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

### Definitions

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

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

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

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

#### **Former Public Servant in Receipt of a Pension**

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

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

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

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

#### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;

- 
- e. rate of pay on which lump sum payment is based;
  - f. period of lump sum payment including start date, end date and number of weeks;
  - g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

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

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

## **2.6 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**

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

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

Section I: Technical Bid (1 soft copy)

Section II: Financial Bid (1 soft copy)

Section III: Certifications (1 soft copy)

Section IV: Additional Information (1 soft copy)

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

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

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

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

Bidders must submit their financial bid in accordance with the Basis of Payment.

#### **Section III: Certifications**

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

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

##### 4.1.1.1 Mandatory Technical Criteria - Translation

| Item Number | Description  | Required Documentation  | Substantiation (reference the page number where the information can be found) | Compliance (met / not met) |
|-------------|--|---|---|----------------------------|
| 1           | The Bidder must have a minimum of five (5) years within the last ten (10) years of demonstrated experience in delivering translation services in Canada's both official languages on documents containing either: scientific, medical or disease terminology containing names of diseases, pest etc. | To demonstrate, the Bidder must provide a minimum of three (3) Project/Contract Summaries. The summaries must contain: <ul style="list-style-type: none"> <li>• start date,</li> <li>• end date</li> <li>• specific examples that include scientific, medical or disease terminology containing names of diseases, pest etc.</li> </ul> | Page # _____  |                            |
| 2           | The Bidders resource(s) must be certified and in good standing with Canadian Translators, Terminologist and Interpreters Council (CTTIC) This may include any of the associations within this council.   | To demonstrate, the Bidder must provide Certification that their resources have current certification / membership card(s), by providing the Bidder Name and Signature as well as the date to this line   | <b>Name:</b><br><b>Date:</b><br><b>Signature:</b>                             |                            |



|   |   |   |              |  |
|---|---|---|--------------|--|
| 3 | The Bidder must have a minimum of five (5) years' experience working with a Canadian Federal or Provincial Science Based Department or Agency | To demonstrate, the Bidder must provide a minimum of two (2) Project/Contract Summaries. The summaries must contain: <ul style="list-style-type: none"> <li>• start date – month and year</li> <li>• end date – month and year</li> <li>• specific examples that include scientific, medical or disease terminology containing names of diseases, pests etc.</li> </ul> | Page # _____ |  |
|---|---|---|--------------|--|

#### 4.1.1.1 Mandatory Technical Criteria – Transcription Services

| Item Number | Description   | Required Documentation   | Substantiation (reference the page number where the information can be found) | Compliance (met / not met) |
|-------------|---|--|---|----------------------------|
| 1           | The Bidder must have a minimum of five (5) years experience working with a Canadian Federal or Provincial Science Based Department or Agency  | To demonstrate, the Bidder must provide a minimum of two (2) Project/Contract Summaries. The summaries must contain: <ul style="list-style-type: none"> <li>• start date – month and year</li> <li>• end date – month and year</li> <li>• specific examples that include scientific, medical or disease terminology containing names of diseases, pests etc.</li> </ul>  | Page # _____  |                            |
| 2           | The Bidder must have a minimum of two (2) years within the last five (5) years of a demonstrated experience in delivering transcription services in Canada's both official languages on documents containing either: scientific, medical or disease terminology containing names of diseases, pest etc. | To demonstrate, the Bidder must provide a minimum of three (3) Project/Contract Summaries. The summaries must contain: <ul style="list-style-type: none"> <li>• start date – month and year</li> <li>• end date – month and year</li> <li>• specific examples that include scientific, medical or disease terminology containing names of diseases, pest etc.</li> </ul> | Page # _____  |                            |

#### 4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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## **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 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 provided 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.

#### **5.2.3 Additional Certifications Precedent to Contract Award**

##### **5.2.3.2 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.

#### **5.2.3.4 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.

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 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

**6.1.1** There are no security requirements associated with this bid solicitation.

### **6.2 Statement of Work**

The Work to be performed is detailed under Annex A of the resulting contract clauses.

### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### **6.3.1 General Conditions**

[2010B](#) (2021-12-02), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2027 inclusive.

#### **6.4.2 Option to Increase the value of the Contract**

The Contractor grants to Canada the irrevocable option to increase the value of the Contract by up to six (6) additional options under the same conditions. The Contractor agrees that, 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 fifteen (15) 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.

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## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Teresa McKenny  
Procurement Officer  
The Canadian Food Inspection Agency  
59 Camelot Drive  
Ottawa ON  
K1A 0Y9  
E-mail address: [Teresa.McKenny@inspection.gc.ca](mailto:Teresa.McKenny@inspection.gc.ca)

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

### 6.5.2 Project Authority

The Project Authority for the Contract is:

Name: **(To be completed at contract award)**

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.

### 6.5.3 Contractor's Representative

**(To be completed at contract award)**

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 6.7 Payment

### 6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid an all-inclusive firm unit price as specified in Annex B for a cost of \$ \_\_\_\_\_. **(To be completed at contract award).** Customs duties are excluded and Applicable Taxes are extra.

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

### 6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ **(To be completed at contract award)**. Customs duties are excluded 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.

### 6.7.3 Method of Payment – Monthly Payments

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.

### 6.8 Invoicing Instructions

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

Each invoice must be supported by:

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

- 
- a. The original must be forwarded to the following address for certification and payment.  
\_\_\_\_\_ **(To be completed at contract award).**  
\_\_\_\_\_

## **6.9 Certifications and Additional Information**

### **6.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

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

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

### **6.10 Applicable Laws**

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

### **6.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2021-12-02) General conditions: Professional services (medium complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_.

### **6.12 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".



### **6.13 Suspension of the work**

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 23 entitled "Default by the Contractor" or section 24 entitled "Termination for convenience" of general conditions 2010A (2020-05-28).

2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.

3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

### **6.14 Compliance with on-site measures, standing orders, policies, and rules**

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

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## ANNEX "A"

### STATEMENT OF WORK

Translation and Transcription Services to support the Human Resources (HR) Learning Directorate (LD) for a variety of regular, scientific and urgent documents.

#### **BACKGROUND**

The Learning Directorate has an ongoing need of Translation and Transcription Services in order to prepare training materials into bilingual presentations for in-class, hybrid and virtual training.

#### **SCOPE OF WORK**

##### **TRANSLATION:**

- Regular translation service is defined as translation that can easily be accomplished by the deadline given by the CFIA Coordinator(s), considering accepted standards of translation productivity and assuming that only one translator will work on the job.
- Urgent translation service is defined two ways:
  - a. Translation of a short document up to 500 words that needs to be delivered within the day—in 1 to 5 hours; and
  - b. Larger documents that need to be delivered as quickly as they can be done.

**\*\* The volume of requests is not specified at this time as it will vary depending on operational requirements. As such, there may be occasions when multiple requests, made up of regular and/or urgent translations, will require translation concurrently.**

##### **TRANSCRIPTION:**

Transcription of audio and/or video files for the creation of virtual training.

Review of written transcription documents against audio/video files for thoroughness and language.

#### **DELIVERABLES**

The Contractor shall provide quality linguistic translation and transcription services on an “as and when required basis” in an accurate and timely fashion.

- The Contractor will be required to provide translation and transcription services in both official languages. Based on past experience, the majority of the work will entail translation/transcription from English into French; however there may be the requirement of translation/transcription from French to English.
- The Contractor will be required to ensure consistent application of approved CFIA terminology, as provided by the Project Authority, throughout various types of documents.
- Documents will be provided electronically via e-mail and the contractor will be required to return the translations in the same manner.

Solicitation No. - N° de l'invitation

2023-00283-B

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

2023-00283-B

Amd. No. - N° de la modif.

File No. - N° du dossier  
2023-00283-B

Buyer ID - Id de l'acheteur

D17

CCC No./N° CCC - FMS No./N° VME

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## **CONSTRAINTS**

Documents must be returned electronically in the same font, layout, and format (software) as it was provided, which will generally be

the Microsoft Office Suite - Word, Excel or PowerPoint

**ANNEX "B"**

**BASIS OF PAYMENT**

**Translation and Transcription Services**

For this RFP, the Bidder must submit a firm price per word for each service. The proposed rates will be added together and the mean will be the final cost proposed by the bidder. The unit pricing will be exclusive of applicable taxes.

Initial Contract Period – Date of Contract award to March 31, 2027 (**Estimated Usage \$150,000.00**)

The Contractor will be paid a firm all-inclusive price as follows, for the work performed in accordance with this Contract.

- Prices are firm.
- Firm Prices are in Canadian Dollars.

| <b>Services-Translation and Editing and Transcription</b>                      | <b>Working Day Rate (Cost Per Word) (A)</b> | <b>After Hours Rate (Cost Per Word) (B)</b> | <b>Total (A+B=C) (C)</b> |
|--|---|---|--------------------------|
| Translation Services   |   |   |                          |
| Transcription Services   |   |   |                          |
| Urgent Translation Services to be delivered the same day within a few hours.   |   |   |                          |
| Urgent Transcription Services to be delivered the same day within a few hours. |   |   |                          |
| <b>Total:</b>  |   |   |                          |

**Option 1: Estimated usage \$50,000.00** - To be exercised at anytime during the contract period

| <b>Services-Translation and Editing and Transcription</b>                      | <b>Working Day Rate (Cost Per Word) (A)</b> | <b>After Hours Rate (Cost Per Word) (B)</b> | <b>Total (A+B=C) (C)</b> |
|--|---|---|--------------------------|
| Translation Services   |   |   |                          |
| Transcription Services   |   |   |                          |
| Urgent Translation Services to be delivered the same day within a few hours.   |   |   |                          |
| Urgent Transcription Services to be delivered the same day within a few hours. |   |   |                          |
| <b>Total:</b>  |   |   |                          |

**Option 2: Estimated usage \$50,000.00** - To be exercised at anytime during the contract period

| <b>Services-Translation and Editing and Transcription</b>                      | <b>Working Day Rate (Cost Per Word) (A)</b> | <b>After Hours Rate (Cost Per Word) (B)</b> | <b>Total (A+B=C) (C)</b> |
|--|---|---|--------------------------|
| Translation Services   |   |   |                          |
| Transcription Services   |   |   |                          |
| Urgent Translation Services to be delivered the same day within a few hours.   |   |   |                          |
| Urgent Transcription Services to be delivered the same day within a few hours. |   |   |                          |
| <b>Total:</b>  |   |   |                          |

**Option 3: Estimated usage \$50,000.00** - To be exercised at anytime during the contract period

| <b>Services-Translation and Editing and Transcription</b>                      | <b>Working Day Rate (Cost Per Word) (A)</b> | <b>After Hours Rate (Cost Per Word) (B)</b> | <b>Total (A+B=C) (C)</b> |
|--|---|---|--------------------------|
| Translation Services   |   |   |                          |
| Transcription Services   |   |   |                          |
| Urgent Translation Services to be delivered the same day within a few hours.   |   |   |                          |
| Urgent Transcription Services to be delivered the same day within a few hours. |   |   |                          |
| <b>Total:</b>  |   |   |                          |

**Option 4: Estimated usage \$50,000.00** - To be exercised at anytime during the contract period

| <b>Services-Translation and Editing and Transcription</b>                      | <b>Working Day Rate (Cost Per Word) (A)</b> | <b>After Hours Rate (Cost Per Word) (B)</b> | <b>Total (A+B=C) (C)</b> |
|--|---|---|--------------------------|
| Translation Services   |   |   |                          |
| Transcription Services   |   |   |                          |
| Urgent Translation Services to be delivered the same day within a few hours.   |   |   |                          |
| Urgent Transcription Services to be delivered the same day within a few hours. |   |   |                          |
| <b>Total:</b>  |   |   |                          |

**Option 5: Estimated usage \$50,000.00** - To be exercised at anytime during the contract period

| <b>Services – Translation and Editing</b>                                      | <b>Working Day Rate (Cost Per Word) (A)</b> | <b>After Hours Rate (Cost Per Word) (B)</b> | <b>Total (A+B=C) (C)</b> |
|--|---|---|--------------------------|
| Translation Services   |   |   |                          |
| Transcription Services   |   |   |                          |
| Urgent Translation Services to be delivered the same day within a few hours.   |   |   |                          |
| Urgent Transcription Services to be delivered the same day within a few hours. |   |   |                          |
| <b>Total:</b>  |   |   |                          |

**Option 6: Estimated usage \$50,000.00** - To be exercised at anytime during the contract period

| <b>Services – Translation and Editing</b>                                      | <b>Working Day Rate (Cost Per Word) (A)</b> | <b>After Hours Rate (Cost Per Word) (B)</b> | <b>Total (A+B=C) (C)</b> |
|--|---|---|--------------------------|
| Translation Services   |   |   |                          |
| Transcription Services   |   |   |                          |
| Urgent Translation Services to be delivered the same day within a few hours.   |   |   |                          |
| Urgent Transcription Services to be delivered the same day within a few hours. |   |   |                          |
| <b>Total:</b>  |   |   |                          |