



**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Transport Canada**

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

**Proposition à : Transports Canada**

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

**Comments - Commentaires**

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

By e-mail to: - Par courriel au :  
Anthony.senauth@tc.gc.ca

Attention: - Attention :  
Anthony Senauth

**Solicitation Closes - L'invitation prend fin**

At - à :  
2:00 PM - 14:00

On - le :  
4 January 2023 - 4 janvier 2023

Time Zone - Fuseau Horaire :  
Central Standard - Heure normale du Centre

<b>Title - Sujet</b> Translation Services - Services de traduction	
<b>Solicitation No. N° de l'invitation</b> T8080-220271	<b>Date of Solicitation Date de l'invitation</b> 25 November 2022 - 25 novembre 2022
<b>Address enquiries to: - Adresser toute demande de renseignements à :</b> Anthony Senauth <b>Telephone No. - N° de telephone</b> <b>E-Mail Address - Courriel</b> 204-590-8905      Anthony.senauth@tc.gc.ca	
<b>Destination</b> See herein - Voir aux présentes	

**Instructions:** Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.  
**Instructions :** Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

<b>Delivery requested Livraison demandée</b> See herein - Voir aux présentes	<b>Delivery offered Livraison proposée</b> Not applicable - Sans objet
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<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>

<b>Person authorized to sign on behalf of Vendor/Firm (type or print): La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :</b>	
<b>Name - Nom</b>	<b>Title - Titre</b>
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

- A. The bid solicitation is divided into seven parts plus attachments and annexes, as follows:
- Part 1 General Information: provides a general description of the requirement;
  - Part 2 Bidder Instructions: provides the instructions, clauses, and conditions applicable to the bid solicitation;
  - Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
  - Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
  - Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
  - Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
  - Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.
- B. The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, and any other annexes.

### **1.3 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses, and Conditions**

- A. 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.
- B. 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.
- C. The [2003 \(2022-03-29\)](#), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
- (i) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
    - d. send its bid only to the Transport Canada location specified on page 1 of the bid solicitation;
  - (ii) Section 05, Submission of bids, subsection 4, is amended as follows:
    - Delete: 60 days
    - Insert: 90 days
  - (iii) Section 06, Late bids, is deleted in its entirety and replaced with the following:

Transport Canada will not return any bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in section 07.

For bids submitted electronically, the late bids will be deleted. Late paper bids will be disposed of in accordance with Transport Canada document management policies.

### **2.2 Submission of Bids**

- A. Bids must be submitted only Transport Canada by the date, time, and place indicated on page 1 of the bid solicitation.

#### **2.2.1 Transmission by E-mail**

- A. Individual e-mails that may include certain scripts, formats, embedded macros, and/or links, or those that exceed 10 megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.

#### **2.2.2 Transmission by Connect**

- A. Due to the nature of the bid solicitation, bids submitted through Canada Post Corporation's (CPC) Connect service will not be accepted.

### 2.2.3 Transmission by Facsimile

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

### 2.3 Former Public Servant

- A. 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.

#### 2.3.1 Definitions

- A. For the purposes of this clause:

- (i) "Former public servant" is any former member of a department as defined in the *Financial Administration Act* (<http://laws-lois.justice.gc.ca/eng/acts/f-11/>), 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;
- (ii) "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; and
- (iii) "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.

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

- A. As per the above definitions, is the Bidder a FPS in receipt of a pension?

( ) Yes

( ) No

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

- (i) Name of former public servant; and
- (ii) Date of termination of employment or retirement from the Public Service.

C. By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01 \(https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html\)](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html) and the [Guidelines on the Proactive Disclosure of Contracts \(http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676&section=text\)](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676&section=text).

### 2.3.3 Work Force Adjustment Directive

A. Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

- ( ) Yes
- ( ) No

B. If so, the Bidder must provide the following information:

- (i) Name of former public servant;
- (ii) Conditions of the lump sum payment incentive;
- (iii) Date of termination of employment;
- (iv) Amount of lump sum payment;
- (v) Rate of pay on which lump sum payment is based;
- (vi) Period of lump sum payment including start date, end date and number of weeks; and
- (vii) Number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

### 2.4 Enquiries - Bid Solicitation

A. All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

B. 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

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

- B. 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](https://buyandsell.gc.ca/) (<https://buyandsell.gc.ca/>) website, under the heading "[Bid Challenge and Recourse Mechanisms](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms)" (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>) contains information on potential complaint bodies such as:
- (i) The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html) (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html>) or visit the [OPO website](#); and
  - (ii) 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**

- A. The bid must be gathered per section and separated as follows:
- Section I: Technical Bid;
- Section II: Financial Bid;
- Section III: Certifications;
- Section IV: Additional Information.
- B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- C. It is recommended that all electronic documents be submitted using PDF file format.
- D. Canada requests that bidders follow the format instructions described below in the preparation of their bid:
- (i) use 8.5 x 11-inch (216 mm x 279 mm) page size; and
  - (ii) use a numbering system that corresponds to the bid solicitation.
- E. In accordance with the Treasury Board *Contracting Policy* and the *Accessible Canada Act*, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this Statement of Work (SOW) and must, if applicable:
- (i) Demonstrate how the bidder's proposed goods and/or services meet the accessibility requirement at delivery; or
  - (ii) Describe how the bidder would deliver its goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.

### **3.2 Submission of Only One Bid**

- A. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- B. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "related" to a Bidder if:
- (i) They are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - (ii) They are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
  - (iii) The entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - (iv) The entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

- C. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

### **3.3 Substantial Information**

- A. Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found:

- (i) Attachment to Part 4 titled "Evaluation Criteria"

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

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

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

- A. Bidders must submit their financial bid in accordance with the Attachment to Part 3 titled "Pricing Schedule". Only the Regular Day Unit Price Per Word rate will be used for the Price Evaluation.

#### **3.5.1 Electronic Payment of Invoices - Bid**

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the attachment titled "Electronic Payment Instruments", to identify which ones are accepted.
- B. If the attachment titled "Electronic Payment Instruments" is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- C. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### **3.5.2 Exchange Rate Fluctuation**

- A. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

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

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

### **3.7 Section IV: Additional Information**

- A. In Section IV of their bid, bidders should provide:

- (i) A completed, signed, and dated Page 1 of this solicitation or final solicitation amendment;

- (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and e-mail address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
- (iii) For the article in Part 2 titled "Applicable Laws" of the bid solicitation: the province or territory if different than specified; and
- (iv) Any other information submitted in the bid not already detailed.

**ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE**

**1. General**

- A. Bidders are requested to complete the following Pricing Schedule and include it in the bid. At a minimum, the Firm Price or Rate for each Item must be submitted.
- B. All prices and costs must be submitted in Canadian Dollars, Applicable Taxes excluded.
- C. The estimated number of resources and level of effort has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.

During the contract period, the Contractor will be paid at the rates specified below for work performed in accordance with the Contract and the terms and conditions of the Statement of Work.

<b>Initial Contract Period (Award to March 31, 2024)</b>	
<b>Regular Day Unit Price Per Word</b>	<b>\$ per word</b>
<b>Urgent Day Unit Price Per Word</b>	<b>\$ per word</b>
<b>Saturday/Sunday/Statutory Holiday</b>	<b>\$ per word</b>

Unit price per word: The unit price per word must be presented in dollar form and have a maximum of two (2) decimals. Bids with more than two (2) decimals will be rejected.

This section applies only if the option to extend the Contract is exercised by Canada. During the extended period of the Contract specified below, the Contractor will be paid at the rates specified below for work specified below to perform all the work in relation to the contract extension and in accordance with the Statement of Work.

<b>Option Period 1 (April 1, 2024 to March 31, 2025)</b>	
<b>Regular Day Unit Price Per Word</b>	<b>\$ per word</b>
<b>Urgent Day Unit Price Per Word</b>	<b>\$ per word</b>
<b>Saturday/Sunday/Statutory Holiday</b>	<b>\$ per word</b>

Unit price per word: The unit price per word must be presented in dollar form and have a maximum of two (2) decimals. Bids with more than two (2) decimals will be rejected.

This section applies only if the option to extend the Contract is exercised by Canada.  
During the extended period of the Contract specified below, the Contractor will be paid at the rates specified below for work specified below to perform all the work in relation to the contract extension and in accordance with the Statement of Work.

<b>Option Period 2 (April 1, 2025 to March 31, 2026)</b>	
<b>Regular Day Unit Price Per Word</b>	<b>\$ per word</b>
<b>Urgent Day Unit Price Per Word</b>	<b>\$ per word</b>
<b>Saturday/Sunday/Statutory Holiday</b>	<b>\$ per word</b>

Unit price per word: The unit price per word must be presented in dollar form and have a maximum of two (2) decimals. Bids with more than two (2) decimals will be rejected.

This section applies only if the option to extend the Contract is exercised by Canada.  
During the extended period of the Contract specified below, the Contractor will be paid at the rates specified below for work specified below to perform all the work in relation to the contract extension and in accordance with the Statement of Work.

<b>Option Period 3 (April 1, 2026 to March 31, 2027)</b>	
<b>Regular Day Unit Price Per Word</b>	<b>\$ per word</b>
<b>Urgent Day Unit Price Per Word</b>	<b>\$ per word</b>
<b>Saturday/Sunday/Statutory Holiday</b>	<b>\$ per word</b>

## **ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS**

A. The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only); and
- Large Value Transfer System (LVTS) (Over \$25M).

## **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**

- A. Mandatory and point rated technical evaluation criteria are included in the Attachment to Part 4 titled "Evaluation Criteria".

#### **4.1.2 Financial Evaluation**

- A. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, freight charges included, Canadian customs duties and excise taxes included. Only the Regular Day Unit Price Per Word rate will be used for the Price Evaluation.

### **4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

- A. To be declared responsive, a bid must:
  - (i) Comply with all the requirements of the bid solicitation; and
  - (ii) Meet all mandatory criteria; and
  - (iii) Obtain the required minimum of 255 and 525 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 340 and 700 points.
- B. Bids not meeting (i) or (ii) or (iii) will be declared non-responsive.
- C. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% for the price.
- D. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80%.
- E. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
- F. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- G. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all 3 bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%).**

		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 80 = 68.15$	$89/135 \times 80 = 52.74$	$92/135 \times 80 = 54.52$
	Pricing Score	$45/55 \times 20 = 16.36$	$45/50 \times 20 = 18.00$	$45/45 \times 20 = 20.00$
Combined Rating		84.51	70.74	74.52
Overall Rating		1st	3rd	2nd

- H. Should two or more responsive bids achieve an identical highest combined rating of technical merit and price, the bid with the lowest overall price will be recommended for award of a contract.



**ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA**

**1. Mandatory Technical Evaluation**

**1.1 Mandatory Technical Criteria**

**Proposals which fail to meet the Mandatory Technical Criteria will be deemed non-responsive and given no further consideration.**

Criterion Number	Mandatory Technical Criteria	Self-Assessed Met/Not Met	Bidder Response / Cross Reference to Proposal and/or CV
<b>M1</b>	<p>The Bidders must demonstrate a minimum of five (5) years' experience in technical translation within the last ten (10) years. (Technical/specialized translations are documents related to legislative and Safety and Security related documents for Transport Canada, and/or technical documents for Transport Canada, and/or technical documents for the government of Canada, municipal, or provincial governments.)</p> <p>Note: The reason we ask for technical translation experience is because all translation requests will be technical in nature.</p>		
<b>M2</b>	<p>The Bidders must demonstrate that they have four (4) dedicated translators to provide the services as detailed in the Statement of Work and indicate in their submission whether the individual translators will be translating English to French, French to English, or both. To demonstrate compliance, Bidders must include within their proposal a detailed Curriculum Vitae (CV) of each proposed resources including their valid translation certification (photocopies).</p> <p>Out of the 4 dedicated translators, we require 3 English to French translators and 1 French to English translator.</p>		
<b>M3</b>	<p>The Bidders must provide a detailed copy of company's organizational chart showing all translators on staff.</p>		
<b>M4</b>	<p>With the solicitation package the bidder has been provided with two sample source documents for translation –one English to French, and one French to English. Based on the translation role proposed in M2 for each of the translators, the appropriately translated document must be returned with the Technical proposal. The submission at a minimum must have one English to French and one French to English translation, and a total number of translated documents that</p>		

	<p>matches the proposed number of resources. For example, for the 4 resources that are being proposed from M2, there must be a total of 4 appropriately translated documents submitted.  <b>The translated documents provided must be from each of the named resources submitted in the proposal and must be completed individually and without assistance.</b></p>		
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**2. Part B - Point Rated Technical Evaluation**

**2.1 Point Rated and Technical Criteria,**

Proposals must achieve a minimum overall rating of 75% or 255 points in Phase I of the evaluation in order to move to Phase 2 of the evaluation where the proposals will have to obtain a minimum score of 75% or 525 points in order to be considered for the cost evaluation stage.

Bidders must include a copy of the **Selection Criteria, Phase 1** in their Technical proposal and clearly indicate where the supporting information can be found in the proposal by identifying the page number in the column "Proposal Cross Reference".

**Phase 1**

The Bidder must demonstrate the extent to which the proposed Resource meets the following:

Criterion Number	Rated Technical Criteria	Maximum Points	Self-Assessed Score	Bidder Response / Cross Reference to Proposal and/or CV
R1	<p><b>Experience of Personnel</b></p> <p>The Bidders are to demonstrate that the proposed resources (all four (4)) have completed a minimum of three (3) technical/specialized translation projects within the last three (3) years with a minimum of 1,000 words each. (Technical/specialized translations are documents related to legislative and Safety and Security related documents for Transport Canada, and/or technical documents for Transport Canada, and/or technical documents for the Government of Canada, municipal, or provincial governments.</p> <p><b>Information to be submitted:</b></p> <p>The Bidders are to provide existing material (resumes, brochures, corporate profiles, reference letters, etc.). To facilitate evaluation, information on the individual must include:</p>	<b>240</b>		

	<ul style="list-style-type: none"> <li>• Title of project(s), location (city, country);</li> <li>• Brief description of project scope, cost and schedule;</li> <li>• Dates (month and year) of participation in the project; and corporate role in the project;</li> <li>• Name and position of the technical authority for the project; and</li> <li>• E-Mail and telephone of the project technical authority.</li> </ul> <p>The projects provided must be from the named resources submitted in the proposal.</p> <p>Twenty (20) points per project per resources, up to a maximum of 240 points:</p> <p>Experience in working on similar projects:</p> <ul style="list-style-type: none"> <li>- Translation of legislative and Safety and Security related documents for Transport Canada 15 points</li> <li>- Translation of technical documents for Transport Canada 10 points</li> <li>- Translation of technical documents for the government of Canada 4 points</li> <li>- Translation of legislative documents for a municipal or provincial government 1 point</li> </ul> <p>Quality of the proposal</p> <ul style="list-style-type: none"> <li>- clarity (logical, easy to read, appropriate terminology) 2 points</li> <li>- presentation (format, sequence, numbering system, appendices) 1 point</li> <li>- content (the information provided is complete, relevant, and the proposal is well-written) 2 points</li> </ul>			
R2	<p>Bidders are to demonstrate that each of the four (4) proposed translators has a minimum of five (5) years of experience within the last ten (10) years in providing translation that is similar in size and scope to the one detailed in the Statement of Work.</p> <p><b>Information to be submitted:</b> The Bidders are to provide the following:</p>	<b>40</b>		

	<ul style="list-style-type: none"> <li>• Individuals' years of experience; and</li> <li>• Responsibilities held, by the individuals being proposed, for projects they have completed.</li> </ul> <p>Ten (10) points per Resource up to a maximum total of 40 points for all 4 translators:</p> <p>0-4 years – 0 points 5-7 years – 5 points 8-10 years – 10 points</p>			
<b>R3</b>	<p><b>Professional Certification/Associations</b> (Max 10 points per resource)</p> <p>The Bidders are to clearly demonstrate that the four (4) proposed resources have any of the following professional certifications/association (photocopies must be attached)</p> <p><b>No professional certifications/associations – 0 points</b></p> <p><b>Member of other recognized professional translators certifications/associations – 5 points</b></p> <p><b>Member of professional translators associations:</b>  <b>ATIO</b> - Association of Translators and Interpreters of Ontario  <b>OTTIAQ</b> - Certified translators, Terminologists, and interpreters of Quebec  <b>CTINB</b> - Corporation of Translators, Terminologists, and Interpreters of New Brunswick  <b>ATIA</b> - Association of Translators and Interpreters of Alberta  <b>ATIS</b> - Association of Translators and Interpreters of Saskatchewan  <b>ATIM</b> - Association of Translators, Terminologists, and Interpreters of Manitoba  <b>ATINS</b> - Association of Translators and Interpreters of Nova Scotia  <b>STIBC</b> - Society of Translators and Interpreters of BC</p>	<b>60</b>		
<b>Total Technical Pass Mark</b>		<b>255/340</b>		

**2.2 Point Rated Technical Criteria,**

**Phase 2**

Rated Technical Criteria	Pages	Rating
<p><b>Samples Provided (Rating 700)</b></p> <p>The four (4) samples submitted under M4 will be rated on the basis of quality of presentation, accuracy, clarity and style, consistency of meaning between texts, spelling and grammar, and tone relative to context and target audience. The evaluation grid in Annex 1 below will be used for the evaluation.</p> <p><b>The samples provided must be from the named resources submitted in the proposal.</b></p> <p>Each of the translation samples submitted by the resources are worth a maximum of 175 points each for a maximum of 700 available points.</p> <p>An error is defined as a spelling or grammatical mistake, and serious errors would be defined as an error in translation that changes the meaning.</p> <p><b>Spelling:</b></p> <ul style="list-style-type: none"> <li>- 0 mistake                      50 points</li> <li>- 1-2 mistakes                  35 points</li> <li>- 3-5 mistakes                  15 points</li> <li>- 6+ mistakes                    0 points</li> </ul> <p><b>Grammar:</b></p> <ul style="list-style-type: none"> <li>- 0 mistake                      50 points</li> <li>- 1-2 mistakes                  35 points</li> <li>- 3-5 mistakes                  15 points</li> <li>- 6+ mistakes                    0 points</li> </ul> <p><b>Meaning:</b></p> <ul style="list-style-type: none"> <li>- Translation is true, accurate and coherent to original text 50 points</li> <li>- There are some discrepancies but overall content from original text is accurate and coherent 25 points</li> <li>- There are major meaning errors 0 points</li> </ul> <p>All elements from the original text are in the translation and the Presentation is identical in both documents:</p> <ul style="list-style-type: none"> <li>- Yes                                25 points</li> <li>- No                                  0 points</li> </ul>		/700

<b>Total Technical Pass Mark</b>		<b>/700</b>

(8)  
(2)  
(0)

## **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

### **5.1 General**

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. 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.
- C. 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.

### **5.2 Certifications Required with the Bid**

- A. Bidders must submit the following duly completed certifications as part of their bid.

#### **5.2.1 Integrity Provisions - Declaration of Convicted Offences**

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

### **5.3 Certifications Precedent to Contract Award and Additional Information**

- A. 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.

#### **5.3.1 Integrity Provisions - Required Documentation**

- A. 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.

#### **5.3.2 Federal Contractors Program for Employment Equity - Bid Certification**

- A. 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/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html) website (<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html>).
- B. 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.
- C. Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the ["FCP Limited Eligibility to Bid"](https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html) (<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html>).

[development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html](#)) list during the period of the Contract.

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

### **5.3.3 Status and Availability of Resources**

- A. 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.
- B. 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.

### **5.3.4 Education and Experience**

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



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

### **6.1 Security Requirements**

- A. There is no security requirement associated with this bid solicitation.

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

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

### **ARTICLES OF AGREEMENT**

#### **7.1 Statement of Work**

A. The Contractor must perform the Work in accordance with the annex titled "Statement of Work".

#### **7.1.2 Optional Goods and/or Services**

A. The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at annex titled "Statement of Work" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

B. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

#### **7.2 Standard Clauses and Conditions**

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

##### **7.2.1 General Conditions**

A. [2035](#) (2022-05-12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

##### **7.2.2 Supplemental General Conditions**

A. The following Supplemental General Conditions apply to and form part of the Contract:

(i) [4010](#) (2012-07-16), Services - Higher Complexity;

#### **7.3 Security Requirements**

A. There is no security requirement applicable to the Contract.

#### **7.4 Term of Contract**

##### **7.4.1 Period of the Contract**

A. The period of the Contract is from date of Contract to March 31, 2024 inclusive.

##### **7.4.2 Option to Extend the Contract**

A. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 1 year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

B. Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 7.5 Authorities

### 7.5.1 Contracting Authority

A. The Contracting Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

### 7.5.2 Project Authority

A. The Project Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

### 7.5.3 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

## **7.6 Proactive Disclosure of Contracts with Former Public Servants**

- A. By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html) (<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html) (<https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html>) of the Treasury Board Secretariat of Canada.

## **7.7 Payment**

### **7.7.1 Basis of Payment**

#### **7.7.1.1 Cost reimbursable - Limitation of expenditure**

- A. The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Annex titled "Basis of Payment" to a limitation of expenditure of \$[amount to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.

#### **7.7.2 Limitation of Price**

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

#### **7.7.3 Method of Payment**

##### **7.7.3.1 Monthly Payment**

- A. 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:
- (i) 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;
  - (ii) all such documents have been verified by Canada; and
  - (iii) the Work performed has been accepted by Canada.

##### **7.7.4 Electronic Payment of Invoices - Contract**

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

[List to be updated in the resulting contract]

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI);
- (v) Wire Transfer (International Only); and
- (vi) Large Value Transfer System (LVTS) (Over \$25M).

## **7.8 Invoicing Instructions**

- A. The Contractor must submit invoices in accordance with the section titled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- B. Each invoice must be supported by:
- (i) A copy of time sheets to support the time claimed;
  - (ii) A copy of the release document and any other documents as specified in the Contract;
  - (iii) A copy of the invoices, receipts, and vouchers for all direct expenses, and all travel and living expenses;
  - (iv) A copy of the monthly progress report;
  - (v) A description of the Work delivered;
  - (vi) A breakdown of the cost elements;
- C. Invoices must be distributed as follows:
- (i) The original and 1 copy must be forwarded to the address shown on page 1 of the Contract for certification and payment;
  - (ii) For invoices not claiming any Travel and Living costs, the Contractor may provide, in lieu of a hard copy, a .pdf copy of the original invoice along with any required supporting documentation to the address shown on page 1 of the Contract; and
  - (iii) By submitting a .pdf copy, the Contractor certifies that the .pdf copy of each invoice will be considered as the original invoice. In addition, the Contractor must indicate the contract number and name of the Project Authority in its covering e-mail. Invoices claiming Travel and Living costs must be submitted in hard copy in order to provide original receipts, as per Treasury Board regulations.

## **7.9 Certifications and Additional Information**

### **7.9.1 Compliance**

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

### **7.10 Applicable Laws**

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

### **7.11 Priority of Documents**

- A. If there is a discrepancy between the wordings of any of the 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.
- (i) The Articles of Agreement;

- (ii) The supplemental general conditions [4010](#) (2012-07-16), Services - Higher Complexity;
- (iii) The General Conditions [2035](#) (2022-05-12), General Conditions - Higher Complexity - Services;
- (iv) Annex A, Statement of Work; and
- (v) Annex B, Basis of Payment; and
- (vi) the Contractor's bid dated [date to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required], and as amended on [date to be specified in the resulting contract, if required]

#### **7.12 Foreign Nationals (Canadian Contractor)**

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

#### **7.13 Insurance - No Specific Requirement**

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

#### **7.14 Inspection and Acceptance**

- A. The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

#### **7.15 Handling of Personal Information**

- A. The Contractor acknowledges that Canada is bound by the *Privacy Act*, R.S., 1985, c. P-21 (<http://laws-lois.justice.gc.ca/eng/acts/P-21/index.html>), with respect to the protection of personal information as defined in the Act. The Contractor must keep private and confidential any such personal information collected, created, or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of, or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- B. All such personal information is the property of Canada, and the Contractor has no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the Contract, upon the completion or termination of the Contract, or at such earlier time as Canada may request. Upon delivery of the personal information to Canada, the Contractor will have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

## 7.16 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" (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>).

### 7.16.1 Dispute Resolution - Office of the Procurement Ombudsman

- A. The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other Party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html) (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html>) or visit the [OPO website](#).

## **ANNEX A - STATEMENT OF WORK**

### **Article I. BACKGROUND**

The Multimodal Integrated Technical Training (MITT) branch at Transport Canada is the sole provider of technical training services for all Safety and Security modes/ program, which include Civil Aviation, Marine Safety and Security, Surface and Intermodal, Transportation of Dangerous Goods, Motor Vehicle Safety, Navigable Waters Protection Program, Emergency Preparedness, Aviation Security and Rail Safety. MITT training services and products are articulated into Learning Continua, which represents a combination of mandatory, recurrent and specialized courses organized in sequences and which illustrates training requirements for various levels of authority and specialty functions. Also, to provide translations to the Multimodal Road Safety Programs (MRSP) and Covid Response and Recovery branch (CRT).

As per the Government of Canada's policies and laws, all training material needs to be made available in both official languages to all recipients of such material, and to any other related Government employee.

MITT needs to have all courses translated by a service provider, taking into consideration key factors like cost efficiency, quality assurance and timeliness.

### **Article II. NATURE OF THE WORK**

In order to meet the requirements, the contractor selected will provide the following services:

- Translate material from English to French
- Translate material from French to English
- Revision/editing services

The contractor selected will work in direct support of Technical Training Specialists and other specialists in the delivery of learning products that may include:

- Translation of Training Needs Analysis, e-learning storyboards, training lesson plans, presentations, learning evaluation tools and other training related documents;
- These document can vary in size but can also reach up to approximately 250 to 500 pages and will include long narratives, PowerPoints, text tables and graphs.

It should be noted that besides language intended to reach safety and security inspectors, officers and technical experts, the learning material will contain technical terms and vocabulary specific to the transport industry.

The work to be provided by the selected contractor will be characterized by periods of peak activity depending on the volume of the work. Translation services will frequently be required on short notice and on an urgent basis. This requires the contractor to demonstrate considerable flexibility and quick response time in order to guarantee availability for work.

On the basis of specific work orders for services issued by the client, the contractor's services may include:

- long text translations alone
- proofreading and editing translated text for accuracy and grammar
- reviewing translated texts for consistency of meaning as well as form and tone of the original message
- reviewing material for ambiguities between English and French versions and assisting originating author in their resolution
- correcting texts or marking for revision as required
- meeting with authors and clients

A typical scenario for the contractor would entail being contacted before work is required, and asked for translators to be available for the upcoming time period.



### **Article III. THE CONTRACTOR'S RESPONSIBILITIES**

- Translation of documents from English to French and/or French to English by the due date requested.
- Where conflicting priorities arise, confirming with the Department the order in which work must be completed.
- Contact the appropriate individual where clarification or interpretation of the text to be translated is required.
- Advise the Department at least two weeks in advance of times when translation services are not available (e.g. holidays).
- Provide quality control mechanisms to ensure services meet client's expectations.

### **Article IV. TRANSPORT CANADA RESPONSIBILITIES**

- Providing the contractor with the documents to be translated in either printed or electronic format, including a due date.
- Where the quality of the translation is not up to TC standards or terminology used is not appropriate, provide feedback to the contractor.
- Providing the contractor with a glossary of TC terminology.
- Establishing an identification system for documents to be translated.

### **Article V. DELIVERABLES**

The successful Bidder will provide translations services from English to French, and French to English within the time line indicated in the request sent by TC's project authority.

All translation documents must meet the following quality standards:

- no spelling mistakes
- no grammar mistakes
- no meaning errors
- all elements from the original text are in the translation
- the presentation is identical in both documents

Documents can be submitted in PowerPoint, Word, Excel, and sometimes in PDF or Visio format. The contractor will return translated document in the same format of the English or French version provided by TC.

### **Article VI. PRODUCTS TO BE DELIVERED AND SPECIFIC REQUIREMENTS**

The documents provided must be translated using terminology specific to the Government of Canada, the standard being TERMIUM.

<https://www.btb.termiumpius.gc.ca/>

The documents provided should be translated using terminology specific to the Government of Canada, the standard being Tradooit.

<http://www.tradooit.com/>

The documents provided must be translated using terminology specific to TC, in accordance with a glossary of terms prescribed by the Department.

Documents must be returned electronically, using the same format in which it was provided, and using TC approved software such as Word, PowerPoint, and Excel.

Documents must be returned with the same identifier (reference number) provided by the Department.

Translated documents must be subject to a quality control system.

**Article VII. PERIOD OF CONTRACT**

The Contractor shall be from contract award to March 31, 2024.

**Article VIII. OPTION**

There will be the option of three (3) One (1) year extensions. The options will be exercised at the sole discretion of the Minister, by way of formal contract amendments. It is understood and agreed that the Contractor shall not commence any optional work until receipt of formal notification from the Departmental Contractor Authority.

**Article IX. TERMS OF SERVICE**

- Translation will be required on the following basis:
- Standard turnaround time: 5 business days (for documents of more than 5 pages-every other 5 pages extra is an additional 2 days)
- Documents under 5 pages turnaround of 2 business days.
- Urgent, 24 hour turnaround time or less depending on document size
- Deadlines for completion of work may be negotiated between the firm and the Branch.
- All translated material becomes the property of the Department. All existing copyrights are to be maintained.
- The firm must be able to receive and send documents electronically using an e-mail software compatible with that of TC's (Microsoft Outlook is the current standard).

**Article X. REPORTING**

The Contractor will be required to submit the French/English translation in an electronic format using the same format in which it was provided, such as Word, PowerPoint, Excel, by the deadline agreed upon.

**Article XI. INSPECTION**

The services provided will be to the satisfaction and the acceptance of the Departmental Representative.

**Article XII. DOCUMENTATION**

If required by the Contractor, the Branch will provide all necessary reference material that must be returned at the end of the contract.

**Article XIII. SECURITY REQUIREMENTS**

All information to the contractor is to be kept in confidence and shall not be shared without written TC authorization. The selected resource(s) will be provided with security sensitive information.

**Article XIV. CONTINUITY AND REPLACEMENT OF CONTRACTOR RESOURCES**

The Contractor will be responsible to ensure that all proposed personnel are assigned for the duration of the agreement and are not replaced without due cause. In the event that a resource is to be replaced, it will be the Contractor's responsibility to ensure that there is no negative effect on any work in progress.

Should, for any reason, the designated resource(s) are not available, then the Contractor shall immediately make available a fully qualified replacement resource at the same level or higher. It should be noted that the replacement personnel would be evaluated in accordance with the criteria set in this proposal call for the resource category being replaced. The Project Authority retains the right to refuse the proposed backup resources in which case, and within a reasonable period of time to be determined by the Departmental Representative, alternate resource (s) would be proposed.

Solicitation No. - N° de l'invitation  
T8080-220271

Amd. No. - N° de la modif.  
Original

Buyer ID - Id de l'acheteur  
anthony.senauth@tc.gc.ca

Under no circumstances shall the Contractor allow performance of the services by the replacement resources that have not been authorized by the TC Project Authority.

**ANNEX B - BASIS OF PAYMENT**

**1. General**

- A. All prices are in Canadian Dollars, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

During the contract period, the Contractor will be paid at the rates specified below for work performed in accordance with the Contract and the terms and conditions of the Statement of Work.

<b>Initial Contract Period (Award to March 31, 2024)</b>	
<b>Regular Day Unit Price Per Word</b>	<b>\$ per word</b>
<b>Urgent Day Unit Price Per Word</b>	<b>\$ per word</b>
<b>Saturday/Sunday/Statutory Holiday</b>	<b>\$ per word</b>

Unit price per word: The unit price per word must be presented in dollar form and have a maximum of two (2) decimals. Bids with more than two (2) decimals will be rejected.

This section applies only if the option to extend the Contract is exercised by Canada. During the extended period of the Contract specified below, the Contractor will be paid at the rates specified below for work specified below to perform all the work in relation to the contract extension and in accordance with the Statement of Work.

<b>Option Period 1 (April 1, 2024 to March 31, 2025)</b>	
<b>Regular Day Unit Price Per Word</b>	<b>\$ per word</b>
<b>Urgent Day Unit Price Per Word</b>	<b>\$ per word</b>
<b>Saturday/Sunday/Statutory Holiday</b>	<b>\$ per word</b>

Unit price per word: The unit price per word must be presented in dollar form and have a maximum of two (2) decimals. Bids with more than two (2) decimals will be rejected.

This section applies only if the option to extend the Contract is exercised by Canada.  
During the extended period of the Contract specified below, the Contractor will be paid at the rates specified below for work specified below to perform all the work in relation to the contract extension and in accordance with the Statement of Work.

<b>Option Period 2 (April 1, 2025 to March 31, 2026)</b>	
<b>Regular Day Unit Price Per Word</b>	<b>\$ per word</b>
<b>Urgent Day Unit Price Per Word</b>	<b>\$ per word</b>
<b>Saturday/Sunday/Statutory Holiday</b>	<b>\$ per word</b>

Unit price per word: The unit price per word must be presented in dollar form and have a maximum of two (2) decimals. Bids with more than two (2) decimals will be rejected.

This section applies only if the option to extend the Contract is exercised by Canada.  
During the extended period of the Contract specified below, the Contractor will be paid at the rates specified below for work specified below to perform all the work in relation to the contract extension and in accordance with the Statement of Work.

<b>Option Period 2 (April 1, 2026 to March 31, 2027)</b>	
<b>Regular Day Unit Price Per Word</b>	<b>\$ per word</b>
<b>Urgent Day Unit Price Per Word</b>	<b>\$ per word</b>
<b>Saturday/Sunday/Statutory Holiday</b>	<b>\$ per word</b>