

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:	Title – Titre Translation, unilingual or comparative revision and translation updating ECCC Bid Solicitation No. /SAP No. – Nº de la demande de soumissions ECCC / Nº SAP		
SOUMISSIONSBIDS@EC.GC.CA Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et changement climatique Canada	500068561 Date of Bid solicitation (YYYY-M soumissions (AAAA-MM-JJ) 2023-01-24	M-DD) – Date de la demande de	
All bids must be sent by email to: soumissionsbids@ec.gc.ca	Bid Solicitation Closes (YEAR- MM-DD) - La demande de soumissions prend fin (AAAA- MM-JJ)Time Zone – Fuseau horaEastern Daylight Time (ED Heure avancée de l'Est (H.		
BID SOLICITATION DEMANDE DE SOUMISSONS PROPOSAL TO: ENVIRONMENT	at – à 2:00 P.M. on – le 2023-03-08		
AND CLIMATE CHANGE CANADA	F.O.B – F.A.B See herein		
We offer to perform or provide to Canada the services detailed in the document including any attachments	Address Enquiries to - Adresser toutes questions à Michel Lariviere at <u>michel.lariviere@ec.gc.ca</u>		
and annexes, in accordance with the terms and conditions set out or referred to in the document, at the	Delivery Required - Livraison exigée See herein		
price(s) provided.	Destination of Services / Destination des services See herein		
SOUMISSION À: ENVIRONNEMENT ET CHANGEMENT CLIMATIQUE	Security / Sécurité There are security requirements associated with this solicitation		
CANADA	Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur		
Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces			
jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s)	Telephone No. – N° de téléphon	e Fax No. – N° de Fax	
indiqué(s).	Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)		
	Signature	Date	



TABLE OF CONTENTS

PART	1 – GENERAL INFORMATION 4	
1.1	Introduction	4
1.2	Summary	4
1.3	Debriefings	5
PART	2 - BIDDER INSTRUCTIONS6	
2.1.	Standard Instructions, Clauses and Conditions	6
2.2.	Submission of Bids	7
2.3.	Former Public Servant – Competitive Bid	7
2.4.	Enquiries - Bid Solicitation	8
2.5.	Applicable Laws	9
2.6.	Improvement of Requirement During Solicitation Period	9
2.7.	Bid Challenge and Recourse Mechanisms	9
PART	3 - BID PREPARATION INSTRUCTIONS10	
3.1.	Bid Preparation Instructions1	0
PART	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	
4.1.	Evaluation Procedures1	4
4.2.	Technical Evaluation1	4
PART	5 – CERTIFICATIONS	
5.1.	Certifications Required Precedent to Contract Award1	6
5.2.	Additional Certifications Required Precedent to Contract Award1	6
PART	6 – SECURITY	
6.1.	Security Requirement1	8
PART	7 - RESULTING CONTRACT	
7.1	Statement of Work1	9
7.2	Standard Clauses and Conditions1	9
7.3	Security Requirement1	9
7.4	Term of Contract2	0
7.5	Authorities2	0
7.6	Proactive Disclosure of Contracts with Former Public Servants2	1
7.7	Payment2	2
7.8	Invoicing Instructions2	3

Environment and Environmement et Climate Change Canada Changement climatique Canada

7.9 Certifications and Additional Information	23
7.10 Applicable Laws	23
7.11 Priority of Documents	23
7.12 Insurance	24
7.13 Dispute Resolution	24
ANNEX "A"	
STATEMENT OF WORK	25
ANNEX "B"	
BASIS OF PAYMENT	33
ANNEX "C"	
SECURITY REQUIREMENTS CHECK LIST	34
ANNEX "D"	
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION	37

List of Attachments:

<u>Attachment 1 to Part 3</u>, Financial Bid Presentation Sheet <u>Attachment 1 to Part 4</u>, Mandatory Technical Criteria



PART 1 – GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the Financial Bid Presentation Sheet and Mandatory Technical Criteria.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist and the Federal Contractors Program for Employment Equity - Certification.

1.2 Summary

1.2.1 Environment and Climate Change Canada requires **translation**, **unilingual or comparative revision and translation updating** as detailed in the Statement of Work, Annex "A" to the bid solicitation.

It is intended to result in the award of up to two (2) contracts from April 01, 2023, to March 31, 2024, inclusive. The distribution of funding will be 100% for one (1) contract or 50% each for two (2) contracts. Any resulting contract will include an irrevocable option to extend the resulting contract term by up to two (2) additional one (1) year periods under the same conditions.

- 1.2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 Security and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website".
- 1.2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.

- 1.2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 1.2.5 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.6 There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 Certifications, Part 7 Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity Certification.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of 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

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the PSPC/PWGSC *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.

The standard instructions 2003 are modified as follows:

Under "Text" at 02: Delete: "Procurement Business Number" Insert: "Deleted"

At Section 02 Procurement Business Number

Delete: In its entirety **Insert:** "Deleted"

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety **Insert:** "send its bid only to Environment and Climate Change Canada as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;"

At Section 06 Late Bids:

Delete: "PWGSC" **Insert:** "Environment and Climate Change Canada"

At Section 07 Delayed Bids:

Delete: "PWGSC" Insert: "Environment and Climate Change Canada"

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.: Delete: In their entirety

Insert: "Deleted"

At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: "the Procurement Business Number of each member of the joint venture," **Insert:** "Deleted"

At Section 20 Further Information, Subsection 20 (2):



Delete: In its entirety **Insert:** "Deleted"

At Section 05 Submission of Bids, Subsection 05 (4): Delete: "sixty (60) days"

Insert: "one hundred and twenty (120) days"

2.2. Submission of Bids

Bids must be submitted to Environment and Climate Change Canada at the address and by the date, time and place indicated on page 1 of the bid solicitation.

2.3. Former Public Servant – Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension Continuation</u> <u>Act</u> 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, , 1970, c.R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament</u>



<u>Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>Plan Act</u>, 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 FPS in receipt of a pension, as applicable:

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

By providing this information, 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 <u>Contracting Policy Notice: 2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **ten (10)** 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 Quebec.

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

2.6. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7. Bid Challenge and Recourse Mechanisms

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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse</u> <u>Mechanisms</u>" 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

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

- Section I: Technical Bid 1 soft copy in PDF format by email.
- Section II: Financial Bid 1 soft copy in PDF format by email.
- Section III: Certifications 1 soft copy in PDF format by email.
- Section IV: Additional Information 1 soft copy in PDF format by email.

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

Electronic submission of bids

In order to be considered, bids must be received by the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids must be submitted ONLY to the following email address:

Email Address:	soumissionsbids@ec.gc.ca
Attention:	Michel Larivière
Solicitation Number:	5000068561

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

Section I: Technical Bid

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

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



Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

- **3.1.1** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3.
- **3.1.2** Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- **3.1.3** Bidders must submit their prices and rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- **3.1.4** Bidders should include the following information in their financial bid:
- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

3.1.5 Bidder's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 6 under Security Requirement, the Bidder must provide the required information below on the Bidder's proposed site or premises for which safeguard measures are required for Work Performance.

Address: Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country



ATTACHMENT 1 TO PART 3

FINANCIAL BID PRESENTATION SHEET

Financial Proposal

The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid. Prices and rates must only appear in the Financial Bid and in no other part of the bid.

The Bidder must enter the all-inclusive* hourly rate for each category of service to be assigned to the work.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Translation, unilingual or comparative revision and translation updating		Volumetric Data per hour (Estimated level of effort)	All- inclusive* hourly rate (in Cdn dollars)	Total (in Cdn dollars)
		Α	В	C = A x B
1.	Initial Contract Period – April 01, 2013, to Mar	rch 31, 2024		
1a	Working day (8 am to 5 pm)		<bidder complete="" to=""></bidder>	<pre>\$_<bidder complete="" to=""></bidder></pre>
1b	After regular business hours (5 pm to 10 pm)	Translation: 200 words	<bidder complete="" to=""></bidder>	\$_ <bidder complete="" to=""></bidder>
1c	Day of rest (Saturday and Sunday)		<bidder complete="" to=""></bidder>	<pre>\$_<bidder complete="" to=""></bidder></pre>
1d	Statutory holiday	<u>Revision</u> : 400 words	<bidder complete="" to=""></bidder>	<pre>\$_<bidder complete="" to=""></bidder></pre>
1e	Urgent Work		<bidder complete="" to=""></bidder>	<pre>\$_<bidder complete="" to=""></bidder></pre>
Total for the Initial Contract Period:				
2.	Option Period 1 (from April 01, 2024, to March	n 31, 2025)		
2a	Working day (8 am to 5 pm)		<bidder complete="" to=""></bidder>	\$_ <bidder complete="" to=""></bidder>
2b	After regular business hours (5 pm to 10 pm)	Translation: 200 words	<bidder complete="" to=""></bidder>	\$_ <bidder complete="" to=""></bidder>
2c	Day of rest (Saturday and Sunday)		<bidder complete="" to=""></bidder>	\$_ <bidder complete="" to=""></bidder>
2d	Statutory holiday	Revision: 400 words	<bidder complete="" to=""></bidder>	\$_ <bidder complete="" to=""></bidder>
2e	Urgent Work		<bidder complete="" to=""></bidder>	<pre>\$_<bidder complete="" to=""></bidder></pre>
Total for Option Period 1:				

Environment and Environmement et Climate Change Canada Changement climatique Canada

Translation, unilingual or comparative revision and translation updating		Volumetric Data per hour (Estimated level of effort)	All- inclusive* hourly rate (in Cdn dollars)	Total (in Cdn dollars)
		Α	В	C = A x B
3.	Option Period 2 (from April 01, 2025, to March	31, 2026)		
3a	Working day (8 am to 5 pm)		<bidder complete="" to=""></bidder>	<pre>\$_<bidder complete="" to=""></bidder></pre>
3b	After regular business hours (5 pm to 10 pm)	Translation: 200 words	<bidder complete="" to=""></bidder>	<pre>\$_<bidder complete="" to=""></bidder></pre>
3c	Day of rest (Saturday and Sunday)	<u>Revision</u> : 400 words	<bidder complete="" to=""></bidder>	\$_ <bidder to<br="">complete></bidder>
3d	Statutory holiday		<bidder complete="" to=""></bidder>	<pre>\$_<bidder complete="" to=""></bidder></pre>
3e	Urgent Work		<bidder complete="" to=""></bidder>	<pre>\$_<bidder complete="" to=""></bidder></pre>
	<pre>\$_<bidder complete<="" pre="" to=""></bidder></pre>			
Total Evaluated Bid Price (applicable taxes excluded):				<pre>\$_<bidder pre="" to<=""></bidder></pre>
(Total for the initial period + Total for option periods 1 and 2)				complete
Applicable Taxes (Insert the percentage of the applicable tax rate)				%_ <bidder complete<="" td="" to=""></bidder>
(Insert the applicable amount)				<pre>\$_<bidder complete<="" pre="" to=""></bidder></pre>

* All-inclusive hourly rates are firm and include overhead profit and expenses such as travel and time to NCR facilities.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

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

4.2. Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e., parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

Mandatory technical evaluation criteria are included in Attachment 1 to Part 4.

4.3. Financial Evaluation

4.3.1 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.

For evaluation purposes only, the price of the bid will be determined as follows:

- 4.3.1.1 The volumetric data included in the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.
- 4.3.1.2 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3.

4.4 Basis of Selection – Lowest Evaluated Price

- 4.4.1 To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation; and(b) meet all mandatory technical evaluation criteria.
- 4.4.2 Bids not meeting (a) or (b) will be declared non-responsive.
- 4.4.3 Responsive bids will be ranked in ascending order of evaluated prices, the responsive bid offering the lowest evaluated price being ranked first. In the event that two responsive bids have the same evaluated price, the responsive bid which has the most experience under Mandatory Criteria M5 and if still tie, the responsive bid which has the most experience under Mandatory Criteria M3 will be ranked the higher. Of the highest ranked responsive bids, up to two (2) will be recommended for award of a contract.

ATTACHMENT 1 TO PART 4

MANDATORY TECHNICAL CRITERIA

Technical Mandatory Criteria

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

Bids that fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Client Project Reference

For each project cited, the reference **must** include the following information:

- (a) Client Organization
- (b) Project Name (if applicable)
- (c) Brief Project Description and Summary of Duties
- (d) Project Duration (mm-yyyy to mm-yyyy)
- (e) Client Contact Name, Position Title, Phone Number and/or Email

Criterion no.	Mandatory Criteria		Bid Reference
01	The Contractor and the resources assigned to Communications Directorate projects must have two (2) years of experience in the federal government within the last 10 years of the bid closing date.		
02	The Contractor and the resources assigned to Communications Directorate projects must have two (2) years of experience in the federal government within the last 10 years of the bid closing date, in each of the services required in section 5.1 of the Statement of Work, specifically, translating, revision and translation updating services and urgent translation, revision and translation updating services.		
O3	The Contractor and the resources assigned to Communications Directorate projects must have two (2) years of experience in social media within the last 10 years of the bid closing date.		
04	The Contractor and the resources assigned to Communications Directorate projects must have a Reliability security clearance.		
O5	The resources assigned to Communications Directorate projects must have 36 months of experience in an environment-related field within the last 10 years of the bid closing date.		



PART 5 – CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

5.1. Certifications Required Precedent to Contract Award

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2. Federal Contractors Program for Employment Equity - Bid Certification

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 "<u>FCP Limited Eligibility to Bid</u>" list during the period of the Contract.

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

5.2. Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.2.1. Status and Availability of Resources

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



clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

5.2.2. Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience.



PART 6 – SECURITY

6.1. Security Requirement

- (a) At the date of bid closing, the following conditions must be met:
 - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 -Resulting Contract Clauses;
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 -Resulting Contract Clauses;
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (iv) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 Resulting Contract Clauses;
 - (v) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 Section IV Additional Information.
- (b) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program (<u>http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html</u>) website.



PART 7 - RESULTING CONTRACT

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. (ECCC to delete this sentence at contract award)

Title: (ECCC to insert at contract award)

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2022-05-12), General Conditions - Professional Services (High Complexity), as modified below, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

4007 (2010-08-16), Canada to own Intellectual Property Rights in Foreground

7.2.3 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: ______ (ECCC to insert name(s) of person(s) at contract award).

7.3 Security Requirement

- **7.3.1** The following security requirement (SRCL and related clauses) applies and form part of the Contract.
 - 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), and obtain approved Document Safeguarding Capability at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
 - The Contractor/Offeror personnel requiring access to PROTECTED information, assets, or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
 - 3. The Contractor/Offeror MUST NOT utilize its facilities to process, produce, or store PROTECTED information or assets until the CSP, PWGSC has issued written approval.



- 4. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce, or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
- 5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 6. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) Contract Security Manual (Latest Edition)

7.3.2 Contractor's Site or Premises Requiring Safeguard Measures

7.3.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

7.3.2.2 The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Contractor and individuals hold a valid security clearance at the required level.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from April 1st, 2023, to March 31, 2024 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least **10 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 (ECCC to complete the below info at contract award)

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:



Name: Title <i>:</i>	
Environment and Climate Change Canada Procurement and Contracting Division Address:	1

Telephone: _-__-E-mail address:

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 Technical Authority

The Technical Authority for the Contract is:

Name:	
Title:	
Organization:	
Address:	

Telephone: _-----E-mail address:

The Technical Authority named above 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 Technical Authority, however the Technical 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

Name: _____ Title: (Legal & Operating Company Name): Address: ____

Telephone: _	
E-mail address:	<u> </u>

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public* Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.



7.7 Payment

7.7.1 Basis of Payment – Fixed time rate

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex B, to a limitation of expenditure of **\$_____** (ECCC will *insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

7.7.2 Limitation of expenditure

- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.7.4 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.



7.8 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.
- 2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.9 Certifications and Additional Information

7.9.1 Compliance

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

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

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

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in ______. (ECCC to insert the name of the province or territory as specified by the bidder in its bid, if applicable, at contract award)

7.11 **Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2022-05-12), General Conditions Professional Services (High Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Schedule of Milestones; and
- (f) the Contractor's bid dated _____, (ECCC to insert date of bid) or (If the bid was clarified or amended, ECCC to insert at the time of contract award), as clarified on ______ (or), as amended on ______ (and insert date(s) of clarification(s) or amendment(s)).



7.12 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement

7.13 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 "<u>Dispute Resolution</u>".



ANNEX "A"

STATEMENT OF WORK

1. PROJECT TITLE

Translation, unilingual or comparative revision and translation updating.

2. OBJECTIVE

To obtain translation (English to French and French to English), unilingual or comparative revision and translation updating services to meet the current and growing needs of Environment and Climate Change Canada's Communications Directorate.

3. CONTEXT

The Communication Directorate requires reliable, consistent, timely and high-quality translation and revision services to fulfill its mandate and responsibilities.

The Directorate provides communications support services to the Minister's and Deputy Minister's offices and a wide range of strategic and operational communications services, both internal and external, in all sectors and regions of Environment and Climate Change Canada. Its mission is to direct the preparation and dissemination of influential communications products throughout the country so that Canadians are equipped to make informed decisions about environmental policies and issues.

4. NATURE OF TEXTS FOR TRANSLATION, REVISION, AND UPDATING

- 4.1 The texts are mainly of a general and administrative nature, but may include scientific or even technical aspects when major departmental issues are addressed. Their length varies constantly, as do the processing times.
- 4.2 The texts to be translated, from English to French or from French to English, revised or updated, include, but are not limited to:

web content, social media content (Instagram, Twitter and Facebook), speeches, press releases, backgrounders, media advisories, key messages, strategies, flyers, messages from the Minister, video transcriptions, speaking notes, statements, presentation briefs, infographics or other graphic elements, templates or other documents with complex formatting and, less frequently, documents of a scientific or technical nature.

4.3 Examples of publications can be obtained by visiting the <u>Environment and Climate Change Canada</u> website.

5. DESCRIPTION AND SCOPE OF WORK

5.1 Services

The Contractor must provide the following services on an as-and-when-requested basis:

5.1.1 Translation Services



- 5.1.1.1 Professional quality English to French and French to English translation services must be provided within the timeframe agreed to in the translation request. These services include actual translation, proofreading, unilingual or comparative revision of texts. The Contractor will use the necessary quality control mechanisms to ensure that the terminology used is appropriate, that the translated documents are faithful to the source language texts, and that the delivery of the translation services is of the highest possible quality.
- 5.1.1.2 Quality assurance and text revision are required for the Work before delivery to the client, and must be carried out by a reviser or translator other than the one who translated the original text.
- 5.1.1.3 The documents to be translated will range from 1 to 50 pages (approximately 350 words per page). However, a large portion of the documents will be between 1 to 10 pages.

5.1.2 Revision services

- 5.1.2.1 The unilingual or comparative revision services (for texts translated from English to French and from French to English by Environment and Climate Change Canada or a third party) must be provided by the agreed-upon deadlines. The Contractor will use the necessary quality control mechanisms to ensure that the terminology used is appropriate, that the translated documents are faithful to the source language texts and that the delivery of the translation services is of the highest possible quality.
- 5.1.2.2 Quality assurance of the revision of the texts is required for the Work before delivery to the client, and must be carried out by an experienced reviser.
- 5.1.2.3 The documents to be revised will range from 1 to 50 pages (approximately 350 words per page). However, a large portion of the documents will be between 1 to 10 pages.

5.1.3 Translation updating services

- 5.1.3.1 Translation updating services, whether the translation is in progress or completed, from English to French or from French to English (whether the first translation is produced by Environment and Climate Change Canada or a third party), must be provided by the agreed-upon deadlines.
- 5.1.3.2 If the changes in the text to be translated are not identified, the Contractor will compare the old and new versions to identify them and clearly indicate them to the Linguistic Services Project Authority.

5.1.4 Urgent translation, revision and translation updating services

5.1.4.1 Urgent translation, revision and translation updating services will be delivered at or below the hourly production capacity (200 words for translation; 400 words for revision) or daily production capacity (1,500 words for translation; 3,000 words for

revision). In such a case, the deadline could be within the hour, during working days, after regular business hours, during days of rest and during holidays.

- 5.1.4.2 The Contractor will use the necessary quality control mechanisms to ensure that the terminology used is appropriate, that the translated documents are faithful to the source language texts and that the delivery of translation services is of the highest possible quality.
- 5.1.4.3 A portion of the total volume of translation will need to be performed after regular business hours and during days of rest and holidays.
- 5.1.4.4 A portion of the total number of requests will need to be completed after regular business hours, which may include evenings during days of rest and holidays.

5.2. Standby

- 5.2.1 The Contractor must remain on standby, upon request, in order to provide the service set out in section 5.1., after regular business hours, i.e., from 5 p.m. to 10 p.m., sometimes nighttime, or during days of rest and holidays.
- 5.2.2 Within two weeks of the contract award, the Contractor must indicate to the Project Authority how it will acknowledge receipt of requests for standby during the contract period.

6. **DFINITIONS**

6.1 Working day (regular business hours)

"Working day" or "regular business hours" means the period from 8:00 a.m. to 5:00 p.m., Eastern Standard Time or Eastern Daylight Time, as the case may be, Monday to Friday, except statutory holidays according to the federal government calendar, in accordance with section 6.4 below.

6.2 After regular business hours

"After regular business hours" means the period from 5:00 p.m. to 10:00 p.m., Eastern Standard Time or Eastern Daylight Time, as the case may be, Monday to Friday.

6.3 Day of rest

"Days of rest" are Saturday and Sunday.

6.4 Statutory holiday

"Statutory holiday" refers to all holidays included in the federal government's calendar, i.e. New Year's Day, Good Friday, Easter Monday, Victoria Day or National Patriots' Day, Saint-Jean-Baptiste Day, Canada Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving, Remembrance Day, Christmas Day, Boxing Day and the statutory provincial holiday in the province where you work.



6.5 Calendar day

"Calendar day" refers to any working day and days of rest except for statutory holidays based on the federal government's calendar, in accordance with section 6.4 above.

6.6 Urgent Work

"Urgent Work" refers to any translation, unilingual or comparative revision and translation updating work to be delivered at or below the hourly production capacity (200 words for translation; 400 words for revision) or daily production capacity (1,500 words for translation; 3,000 words for revision). In such a case, the deadline may be within the next hour, during working days, after regular business hours, during days of rest and during statutory holidays.

6.7 Standby

"Standby" refers to any period during which the Contractor must be available to ensure access to translation, unilingual or comparative revision and translation updating services, as required. Standby is activated by the Project Authority, who must inform the Contractor, during regular business hours that a translation request will be sent to it:

- after regular business hours, in accordance with section 6.2 above;
- during days of rest, in accordance with section 6.3 above; •
- during statutory holidays, in accordance with section 6.4 above.

7. ENVIRONMENT AND CLIMATE CHANGE CANADA RESOURCES

The Project Authority, Linguistic Services, Communications Directorate, will provide the Contractor with the contact details of the key resource persons as well as all reference documents, templates and terminological sources required for the translation, revision or updating of texts.

CONTRACTOR'S RESOURCES 8.

- The Contractor must have the resources required to receive a volume of requests ranging from 8.1 30,000 to 55,000 words per month, which are distributed in 60 to 110 documents containing from 100 to 3,000 words.
- 8.2 The language combination will primarily be from English to French. The combination will be from French to English in less than 10% of requests.

9. **DOCUMENTATION AND TERMINOLOGY**

- 9.1 The Project Authority will provide the Contractor with appropriate templates in order for the Contractor to produce the translated documents in the same format as the source document.
- The Contractor must be familiar with and use federal government reference works and terminology 9.2 banks, such as dictionaries, specialized glossaries and any other documentation to be consulted in the course of the translation and revision duties assigned to it. The Contractor must use the terminology accepted throughout the government.

10. LINGUISTIC QUALITY AND TERMINOLOGY UNIFORMITY

- 10.1 The Work delivered must meet the following quality criteria and be deemed satisfactory by the Project Authority.
- 10.2 The Contractor must translate the texts in a style that exactly matches the nature and end use of the message to be translated. The Contractor will need to follow the rules set out in the following sources: the Linguistic Services' style guide, the Guide du rédacteur and The Canadian Style in the section entitled Resources of the Language Portal of Canada, under the heading Writing Tools, and will need to consult Linguistic Services' terminology glossary and other official sources, including Termium Plus, the Government of Canada's terminology databank, as necessary.
- 10.3 The translation must be an exact rendering of the original text (source text) in the target language. The Contractor must respect the spelling, grammar, syntax and usage of the target language, take the tone, style and terminology used by the author into consideration and ensure that the message is understandable, which means clear, concise and tailored to the recipient.
- 10.4 The Contractor must ensure that standardized, consistent terminology is used when the services of more than one translator are used, and that the Work delivery deadline is met.
- 10.5 The texts delivered by the Contractor may not contain more than two minor errors* or major errors** per 400 words. The texts may be produced using a translation memory, and must be produced in a uniform and appropriate style, must contain uniform and accurate terminology and must respect the layout of the original text, so that no action is required on the part of Linguistic Services, Communications Directorate.

* A minor error is defined as a punctuation or typing error.

** A major error includes the following:

10.6 ACCURACY

- 10.6.1 Mistranslation;
- 10.6.2 Shift in meaning;
- 10.6.3 Omission;
- 10.6.4 Addition;
- 10.6.5 Ambiguity;
- 10.6.6 Illogical rendering;
- 10.6.7 Lack of clarity;
- 10.6.8 Improper use of terminology.

10.7 LANGUAGE

- 10.7.1 Syntax (improper sentence structure);
- 10.7.2 Calque (expression from one language adopted by another in a more or less literally translated form);
- 10.7.3 Overtranslation/undertranslation;
- 10.7.4 Incorrect use of prepositions, conjunctions, adverbs, pronouns;
- 10.7.5 Grammar (lack of agreement, improper verb use);
- 10.7.6 Usage, including:



- 10.7.6.1 Faulty usage;
- 10.7.6.2 Gallicisms (words or phrases borrowed from French);
- 10.7.6.3 Incorrect collocation;
- 10.7.6.4 Barbarism (language error where a non-standard or an incorrect word is used);
- 10.7.6.5 Improper choice of words or expressions;
- 10.7.7 Typography (failure to comply with typographical conventions, punctuation and capitalization rules, typos, errors in figures).

10.8 STYLE AND ADAPTATION

- 10.8.1 Awkward rendering;
- 10.8.2 Poor formulation;
- 10.8.3 Word-for-word translation;
- 10.8.4 Unidiomatic rendering (whose meaning does not follow from the meaning of the individual words of which it is composed);
- 10.8.5 Incorrect adaptation for the recipient with respect to tone, conciseness and level of language.

10.9 OFFICIAL TITLES AND TERMINOLOGY. Faulty usage:

- 10.9.1 Official titles;
- 10.9.2 Acronyms;
- 10.9.3 Terminology;
- 10.9.4 Client usage;
- 10.9.5 Inconsistency.
- 10.10 FORMAT. Issues concerning:
 - 10.10.1 Layout;
 - 10.10.2 Alignment of paragraphs and titles;
 - 10.10.3 The translation does not reflect the original with respect to tables, charts, table of contents, bibliography;
 - 10.10.4 Incorrect hypertext links;
 - 10.10.5 Consistency.

11. OFFICIAL LANGUAGES

Services must be delivered in both of Canada's official languages. The Contractor and its resources will need to be able to communicate orally and in writing with the client in both of Canada's official languages.

12. SOFTWARE AND LAYOUT

- 12.1 The Contractor will need to be able to use all applications listed below, at all times, on a system compatible with MS Windows.
- 12.2 Documents must be submitted in the software used to produce the original documents, including Microsoft Office Suite 2010 (Word; PowerPoint; Excel; Visio) or subsequent versions, as specified by the Project Authority on the Task Authorization Form. If the Project Authority is using a more recent version of the software applications listed above, the Contractor will have two weeks to



obtain the required version, at its own expense, and familiarize itself with the features of the new version.

- 12.3 The Contractor will also use virus detection and elimination systems. The Contractor commits to taking the necessary measures to deliver these texts using virus-free electronic media or methods.
- 12.4 It is strongly recommended, but not mandatory, that the Contractor purchase a recognized translation memory application and use it on a regular basis.
- 12.5 The Contractor agrees to purchase any new application that may be required within four weeks of the Project Authority's request.
- 12.6 The Contractor must have Internet access for receiving and sending texts.
- 12.7 The electronic transmission of documents with a security classification between the Project Authority and the Contractor must be carried out using encryption software approved by the Government of Canada.
- 12.8 The Contractor will assume responsibility for all equipment, hardware, supplies, services, software and any work tools and instruments that are necessary to perform the Work.

13. WORD COUNT

- 13.1 A "word" is defined as a contiguous series of characters, including figures, between two spaces. The Project Authority will use the original document's word processing application to determine the number of words contained in the document and will indicate this clearly to the Contractor. Any dispute will be settled before the Work is started. The Project Authority reserves the right to make any checks that he or she deems necessary to verify the accuracy of the word count or number of hours provided and to correct it if necessary.
- 13.2 For the translation updating services, the deadline will be established based on the number of words (which includes all words in an affected sentence), and the hourly production capacity could be up to 500 words, as applicable.

14. SENDING AND RETURNING TEXTS

- 14.1 The Project Authority sends the texts to be translated, revised or updated, as well as all reference documents, by email.
- 14.2 The Contractor must ensure that it has someone available at its offices during regular business hours, i.e., from 8:00 a.m. to 5:00 p.m., to acknowledge receipt of the Work by email or by telephone.
- 14.3 The Contractor commits to acknowledging receipt within 15 minutes following the receipt of the Work during regular business hours, i.e., between 8:00 a.m. and 5:00 p.m., from Monday to Friday, in order to begin the Work requested as quickly as possible.
- 14.4 When the Contractor is on standby after regular business hours, i.e. from 5:00 p.m. to 10:00 p.m., days of rest and statutory holidays from 9:00 a.m. to 10:00 p.m., Eastern Standard Time or Eastern Daylight Tie, as applicable, it commits to following up on the Project Authority's call within 15 minutes in order to receive the Work and begin it as quickly as possible.

- 14.5 When the Contractor is on standby, it must ensure that someone can be reached at all times by telephone after regular business hours, i.e., from 5:00 p.m. to 10:00 p.m., days of rest and statutory holidays from 9:00 a.m. to 10:00 p.m., Eastern Standard Time or Eastern Daylight Time, as applicable.
- 14.6 For any request received by the Contractor after 5:00 p.m., Eastern Standard Time or Eastern Daylight Time, as applicable, when the Contractor is not designated as being on standby, it must acknowledge receipt of the Work sent before 8:15 a.m. on the following working day.
- 14.7 The Contractor must deliver the texts by the agreed-upon date and time. No deadline will be extended without the prior approval of the Project Authority.
- 14.8 Information relating to the task assigned to the Contractor by the Project Authority will be clearly stated in the request (email), that is, the type of work requested, number of words, deadline, and, if necessary, special instructions. Further details, including the address to which the text must be returned, as well as the delivery method, will also be stated in the email.



П

ANNEX "B"

BASIS OF PAYMENT

	Translation, unilingual or comparative revision and translation updating	All-inclusive hourly rate (in Cdn dollars)		
1.	Initial Contract Period – April 01, 2013, to March 31, 2024			
1a	Working day (8 am to 5 pm)			
1b	After regular business hours (5 pm to 10 pm)			
1c	Day of rest (Saturday and Sunday)			
1d	Statutory holiday			
1e	Urgent Work			
2.	Option Period 1 (from April 01, 2024, to March 31, 2025)			
2a	Working day (8 am to 5 pm)			
2b	After regular business hours (5 pm to 10 pm)			
2c	Day of rest (Saturday and Sunday)			
2d	Statutory holiday			
2e	Urgent Work			
3.	Option Period 2 (from April 01, 2025, to March 31, 2026)			
3a	Working day (8 am to 5 pm)			
3b	After regular business hours (5 pm to 10 pm)			
3c	Day of rest (Saturday and Sunday)			
3d	Statutory holiday			
3e	Urgent Work			



ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

				PR 5000068561	
	emment	Gouverneme du Canada	int	Contract Number / Numéro du o PR 5000068651	ontrat
				Security Classification / Classification	de sécurité
1. Originating Govern Ministère ou organ 3. a) Subcontract Nu	nment Depa nisme gouve mber / Num	ATION / PARTIE riment or Organiz ernemental d'origi éro du contrat de	ne ECCC sous-traitance 3. b) Name and Addres		ita
 Brief Description o Traduction, révision 			travali		
5. a) Will the supplier Le fournisseur a			I Goods? Idises contrôlées?		No Yes
Regulations?	aura-t-ll aco	ès à des données	ed military technical data subject to the provision techniques militaires non classifiées qui sont a		No Yes Non Oul
			e type d'accès requis		
Le fournisseur a (Specify the lev	ainsi que les el of access	employés auront using the chart in	ccess to PROTECTED and/or CLASSIFIED int His accès à des renseignements ou à des bier 1 Question 7. c) ieau qui se trouve à la question 7. c)		No Ves Non Oul
PROTECTED a Le fournisseur e a des renseigne 6. c) is this a comme	and/or CLAS et ses emplo ements ou à erclai courier	SIFIED information byes (p. ex. netto) i des biens PROT r or delivery requir	iners, maintenance personnel) require accessi on or assets is permitted. yeurs, personnel d'entretien) auront-lis accès a <u>EGES etiou CLASSIFIES n'est pas autorise.</u> rement with no overnight storage? raison commerciale sans entreposage de nuit	e des zones d'accès restreintes? L'acc	Non Oul
			iler will be required to access / Indiquer le type		
	Canada	1	NATO / OTAN	Foreign / Étran	
7. b) Release restrict		totions relatives à			
No release restriction	ons r		All NATO countries	No release restrictions	
Aucune restriction r à la diffusion	relative	✓	Tous les pays de l'OTAN	Aucune restriction relativ a la diffusion	ie 🔄
Not releasable A ne pas diffuser	l				
Restricted to: / Limi	té a :		Restricted to: / Limité à :	Restricted to: / Limité à :	
Specify country(les): / Préciser	ie(s) pays :	Specify country(les): / Préciser le(s) pays	s : Specify country(les): / Pr	réciser le(s) pays :
7. c) Level of Informa	ation / Nivea	u d'information			
PROTECTED A PROTÉGÉ A			NATO UNCLASSIFIED NATO NON CLASSIFIÉ	PROTECTED A PROTÉGÉ A	
PROTECTED B		Fi l	NATO RESTRICTED	PROTECTED B	
PROTÉGÉ B			NATO DIFFUSION RESTREINTE	PROTÉGÉ B	
PROTECTED C	Γ		NATO CONFIDENTIAL	PROTECTED C	
PROTÉGÉ C CONFIDENTIAL		=	NATO CONFIDENTIEL NATO SECRET	PROTÉGÉ C CONFIDENTIAL	
CONFIDENTIAL			NATO SECRET	CONFIDENTIAL	
SECRET		-	COSMIC TOP SECRET	SECRET	
SECRET			COSMIC TRES SECRET	SECRET	
TOP SECRET	Γ			TOP SECRET	
TRÊS SECRET		-		TRÊS SECRET	
TOP SECRET (SIG TRES SECRET (SI				TOP SECRET (SIGINT) TRES SECRET (SIGINT	
THES SECRET (SI	unit) L	_		THES SECRET (SIGINT	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada

		PR	5000068561	
Government Gouve of Canada du Ca	mement		er / Numèro du conti 000068651	rat.
		Security Classificatio	n / Classification de	securite
If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de 9. Will the supplier require access to extre	seignements ou à des biens COMSEC de sensibilité : mely sensitive INFOSEC information or as seignements ou à des biens INFOSEC de é(s) du matériel : ent : MITIE B - PERBONNEL (FOURNISSEUR equired / Niveau de contrôle de la sécurité CONFIDENTIEL NATO CONFIDENTIEL NATO CONFIDENTIEL	signés PROTÉGES et/ou CLASSI sets? nature extrêmement délicate?	TOP SECRE TRES SECR	ET
Special comments: Commentaires spéciaux : NOTE: If multiple levels of REMARQUE : Si plusieuri 10. b) May unscreened personnel be used	screening are identified, a Security Classific s niveaux de contrôle de sécurité sont requ for portions of the work? uritaire peut-il se voir confier des parties d e escorted?	uis, un quide de classification de la	a sécurité doit être fo	No Yes
PART C - SAFEGUARDS (SUPPLIER) / F		(FOURNISSEUR)		
11. a) Will the supplier be required to rece premises?				Non Ves Non Oui
11. b) Will the supplier be required to safe Le fournisseur sera-t-il tenu de prote	guard COMSEC Information or assets? eger des renseignements ou des biens CO	MSEC?		No Yes Non Oul
PRODUCTION				
11. c) Will the production (manufacture, and occur at the supplier's site or premise Les Installations du fournisseur servin et/ou CLASSIFIE?				No Yes Non Oui
INFORMATION TECHNOLOGY (IT) MED	IA / SUPPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMATION (TI)		
11. d) Will the supplier be required to use its information or data? Le fournisseur sera-t-il tenu d'utiliser i renseignements ou des données PR/	ses propres systèmes informatiques pour tra			Non Yes Non Oul
11. e) Will there be an electronic link betwee Disposera-t-on d'un lien électronique gouvernementale?	n the supplier's IT systems and the governmente le systeme informatique du fournisseu		æ	No Yes Non Oul
TBS/SCT 350-103(2004/12)	Security Classification / Clas	sification de sécurité		Canadä

Environment and						
Climate Change	e Canada					

4

Environnement et Changement climatique Canada

							Content Number (Number du content										
Gove	mm	ien	t	Gouvemement							Contract Number / Numéro du contrat						
T OF Ca	anac	18		du Canada			PR 5000068651 Security Classification / Classification de sécurité										
									Secu	niy Glassi	licati		JIdbi	silication de se	ecunite		
	-0.00			O fourtest													
RT C - (continue For users comple	ting				e the sum	mary cha	rt below to in	dicate the cat	egory(les) and leve	l(5) 0	f safe	egua	rding required	at the su	pplier	
site(s) or premise Les utilisateurs o		mpli	sser	nt le formulaire	e manuel	ement d	olvent utiliser	le tableau réc	apitulatif	d-dessou	s pou	Ir Ind	lique	r, pour chaque	e catégor	ie, les	
niveaux de sauv																	
For users comple	ting	the	form	online (via tr	ne Interne	t), the sur	nmary chart	is automatical	y popula	ed by you	r res	ons	es to	previous que	stions.		
Dans le cas des dans le tableau r				ul remplissent	le formul	aire en lig	ne (par Inter	rnet), les répoi	nses aux	questions	préc	eden	tes a	sont automatic	quement a	salsies	
dans le tableau r	ecap	iula	IUI.		SI	MMARY	CHART /	TABLEAU R	ECAPIT	ULATIF							
Category Catégorie	PROTECTED			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
			-		CASSIFIE	TOP	NATO	NATO	NATO	COSMIC	PROTECTED					To	
	A 8	8	c	CONFIDENTIAL CONFIDENTIEL	SECRET	SECRET TRÉS SECRET	RESTRICTED NATO DIFFUSION RESTRENTE	CONFIDENTIAL NATO CONFIDENTIEL	SECRET	TOP SECRET COSMIC TRES SECRET	PROTECT		Ť.	CONFIDENTIAL	SECRET	SEC	
											^	в	c	CONFIDENTIEL		SEC	
formation / Assets enseignements / Biens		1															
roduction																	
Media / upport Ti		1															
Link / en électronique																	
		_								-		-	-				
. a) is the descrip														ſ	V No		
La description	au u	ava	II VIE	se par la prese	inte LVEP	S est-elle	e de nature P	ROIEGEE et	IOU CLAS	SIFIEE					Non	-	
If Yes, classif																	
Dans l'affirm: « Classificati								veau de secu	nte dans	la case l	ntitui	99					
																_	
 b) Will the docu La documenta 														l	✓ Non		
	v the	a fo	rm t	by annotating	the top	and botto	m in the are	ea entitled "S	ecurity C	lassificat	ion"	and	India	cate with			
						and botto	and the they are		oounty o	aboundar			in the second				
attachments Dans l'affirm																	

ANNEX "D"

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and</u> <u>Social Development Canada (ESDC) – Labour's</u> website.

Date:______(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

Environment and

Climate Change Canada

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act</u>.
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
 - A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- () A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC-Labour.

OR

- () A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (<u>LAB1168</u>) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
- B. Check only one of the following:
- () B1. The Bidder is not a Joint Venture.



OR

() B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)