



**RETURN BIDS TO :**  
**RETOURNER LES SOUMISSIONS À :**  
Canadian Institutes of Health Research /  
Instituts de recherche en santé du  
Canada  
Procurement services / Service  
d'approvisionnement  
[procurement-  
approvisionnements@cihr-irsc.gc.ca](mailto:procurement-approvisionnements@cihr-irsc.gc.ca)

## Bid Solicitation Demande de soumissions

### Proposal To : Canadian Institutes of Health Research

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

### Proposition aux : Instituts de recherche en santé du Canada

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

### Comments - Commentaires

<b>Sujet - Title :</b> English to French translation services for the Canadian Institutes of Health Research (CIHR)	
<b>N° de l'invitation - Solicitation No. :</b> 182435/A	<b>Date :</b> January 30, 2023
<b>Amendment No. - N° de modification :</b> 000	
<b>N° de référence du SEAG   GETS Reference No. :</b> PW-23-01024095	

<b>L'invitation prend fin - Solicitation Closes :</b> À - at : 2:00 PM Le - on : February 16, 2023	<b>Fuseau horaire - Time Zone</b>  EST
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<b>F.A.B. - F.O.B. :</b>		
<b>Usine - Plant :</b> <input type="checkbox"/>	<b>Destination :</b> <input type="checkbox"/>	<b>Autre - Other :</b> <input checked="" type="checkbox"/>
<b>Adresser toute demande de renseignements à - Address Enquiries to:</b> Sonia Beauchesne		
<b>Courriel - Email Address :</b> <a href="mailto:sonia.beauchesne@cihr-irsc.gc.ca">sonia.beauchesne@cihr-irsc.gc.ca</a>		<b>N° de téléphone Telephone No. :</b> 343-597-5116
<b>Destination des biens, services et travaux de construction - Destination of Goods, Services, and Construction :</b> Voir ci-inclus		

### À REMPLIR PAR LE SOUMISSIONNAIRE - TO BE COMPLETED BY THE BIDDER

<b>Nom du fournisseur/de l'entrepreneur - Vendor/ Firm Name :</b>	
<b>Adresse - Address :</b>	
<b>N° de téléphone - Telephone No. :</b>	<b>N° de télécopieur - Fax No. :</b>
<b>Nom de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) - Name of person authorized to sign on behalf of the Vendor/ Firm (type or print):</b>	
<b>Signature :</b>	<b>Date :</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement.

### **1.2 Statement of Work**

The Work (English to French translation) to be performed is detailed under Article 6.2 of the resulting contract clauses.

### **1.3 Debriefings**

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

### **1.4 Intent**

CIHR intends to award up to 8 contracts.

If more than 8 vendors are responsive, selection will be based on the best overall result in terms of technical merit and pricing. Technical merit will be worth 70% and pricing will be worth 30% (refer to article 4.2.1).

If 8 vendors are responsive, CIHR will award 8 contracts worth an estimated initial value of \$60,000 each, taxes included:

182435/001 – \$60,000  
182435/002 – \$60,000  
182435/003 – \$60,000  
182435/004 – \$60,000  
182435/005 – \$60,000  
182435/006 – \$60,000  
182435/007 – \$60,000  
182435/008 – \$60,000

If 7 vendors are responsive, CIHR will award 7 contracts worth an estimated initial value of \$70,000 each, taxes included.

If 6 vendors are responsive, CIHR will award 6 contracts worth an estimated initial value of \$80,000 each, taxes included.

If 5 vendors are responsive, CIHR will award 5 contracts worth an estimated initial value of \$100,000 each, taxes included.

If 4 vendors are responsive, CIHR will award 4 contracts worth an estimated initial value of \$100,000 each, taxes included.

If 3 vendors are responsive, CIHR will award 3 contracts worth an estimated initial value of \$100,000 each, taxes included.

If 2 vendors are responsive, CIHR will award 2 contracts worth an estimated initial value of \$100,000 each, taxes included.

If only one (1) vendor is responsive, CIHR will award 1 contract worth an estimated initial value of \$100,000, taxes included

This is not a contractual guarantee. The estimated initial value reflects the estimated maximum value of the work to be requested in the first year (see clauses 6.7.2 Limitation of Expenditure and 6.7.4 Minimum Work Guarantee – All the Work).

CIHR reserves the right to requalify new vendors (up to a total of 8) 6 to 12 months after the initial request for an estimated value of \$60,000 each if 3 vendors or less qualify through this Bid Solicitation.

The Project Authority can send translation requests to the vendor of their choice; however, they will try to maintain a fair rotation between vendors based on capacity.

## **PART 2 - BIDDER INSTRUCTIONS**

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

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 90 days

### **2.2 Submission of Bids**

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

[procurement-provisionnement@cihr-irsc.gc.ca](mailto:procurement-provisionnement@cihr-irsc.gc.ca)

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

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required at Attachment 2 to Part 5 of the Bid Solicitation before contract award.

### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority ([procurement-provisionnement@cihr-irsc.gc.ca](mailto:procurement-provisionnement@cihr-irsc.gc.ca)) no later than 3 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as

such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 Applicable Laws

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

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

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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

### **3.1 Bid Preparation Instructions**

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

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

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

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

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

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

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

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

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



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Technical bids will be evaluated against the mandatory technical evaluation criteria specified in Attachment 1.

##### **4.1.1.2 Point Rated Technical Criteria**

Technical bids will be evaluated against the rated technical evaluation criteria specified in Attachment 1.

#### **4.1.2 Financial Evaluation**

*SACC Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

### **4.2 Basis of Selection**

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

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum points specified for criterion RC1 for the technical evaluation.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 45 and the lowest evaluated price is \$45,000 (45).

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

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		39/45	24/45	32/45
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$39/45 \times 70 = 60.67$	$24/45 \times 70 = 37.33$	$32/45 \times 70 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		85.22	64.33	79.78
<b>Overall Rating</b>		1st	3rd	2nd

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

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

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

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

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

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

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

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

### **5.2.3.1 Status and Availability of Resources**

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

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

### **5.2.3.2 Education and Experience**

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

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **6.2 Statement of Work**

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

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

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

#### **6.3.1 General Conditions**

**2010B** (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of Health for the purposes of the Canadian Institutes of Health Research. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Canadian Institute of Health Research.

### **6.4 Term of Contract**

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

The period of the Contract is from date of Contract or April 1, 2023 (whichever comes last) to March 31, 2024 inclusive.

#### **6.4.2 Option to Extend the Contract**

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

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

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sonia Beauchesne  
Title: Team Lead, Contracting and Procurement  
Canadian Institutes of Health Research

Telephone: 343-597-5116  
E-mail address: [sonia.beauchesne@cihr-irsc.gc.ca](mailto:sonia.beauchesne@cihr-irsc.gc.ca)

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

### 6.5.2 Project Authority (to be provided by CIHR at contract award)

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

<b>Representative's Name:</b>		
<b>Title:</b>		
<b>Vendor/ Firm Name:</b>		
<b>Address:</b>		
<b>City:</b>	<b>Province / Territory:</b>	<b>Postal Code / ZIP Code:</b>

<b>Telephone:</b>	<b>Facsimile:</b>
<b>Email Address:</b>	
<b>Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:</b>	

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 6.7 Payment

### 6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

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

### 6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ *(to be provided by CIHR at contract award)*. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required.

Provision of such information by the Contractor does not increase Canada's liability.

### **6.7.3 Progress Payment**

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to the amount claimed and approved by Canada if:
  - (a) an accurate and complete invoice and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (b) the amount claimed is in accordance with the basis of payment.
2. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

### **6.7.4 Minimum Work Guarantee – All the Work**

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10%.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### **6.8 Invoicing Instructions**

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



- a. The original must be forwarded to the following address for certification and payment.  
[accountingoperations-operationscomptables@cihr-irsc.gc.ca](mailto:accountingoperations-operationscomptables@cihr-irsc.gc.ca)

## 6.9 Certifications and Additional Information

### 6.9.1 Compliance

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

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

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

## 6.10 Applicable Laws

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

## 6.11 Priority of Documents

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

- 1) the Articles of Agreement;
- 2) the general conditions [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity);
- 3) Annex A, Statement of Work;
- 4) Annex B, Basis of Payment;
- 5) the Contractor's bid dated \_\_\_\_\_ (*CIHR to insert date of bid*).

## 6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

### **6.13 Inspection and Acceptance**

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.

### **6.14 Damages and Interest**

If any part of the work is not to Canada's satisfaction, without restricting any other right of Canada under the contract, Canada may elect to use and pay for that part of the work that is satisfactory in accordance with the Basis of Payment.

For the part of the work that is not satisfactory, Canada may, at its entire discretion, require its correction or replacement from another source, including in-house resources. In such case, the contractor will be required to pay Canada liquidated damages at the rate of \$81.00 per hour multiplied by the number of hours required to have the work corrected or replaced.

The contractor agrees that the above amount is the best estimate of Canada's loss if the above situation occurs, and that it is not intended to be, nor is it construed to be, a penalty.

### **6.15 Insurance – No Specific Requirement**

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.

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

### **1. Title**

Translation services from English to French for the Canadian Institutes of Health Research (CIHR)

### **2. Background**

As Canada's health research investment agency, CIHR collaborates with partners and researchers to support the discoveries and innovations that improve our health and strengthen our health care system.

CIHR was founded in 2000 under the authority of the [Canadian Institutes of Health Research Act](#). It is an independent agency and is accountable to Parliament through the Minister of Health.

CIHR's mission is to create new scientific knowledge and to enable its translation into improved health, more effective health services and products, and a strengthened Canadian health care system.

Composed of [13 Institutes](#), CIHR provides leadership and support to health researchers and trainees across Canada.

CIHR is part of the Health Portfolio which supports the Minister of Health in maintaining and improving the health of Canadians. For more information on the Health Portfolio, visit the [Health Canada website](#).

CIHR falls under the *Official Languages Act*.

First and foremost, the CIHR Translation Unit is seeking translations in a specialized field that are both accurate and idiomatic. It will strive to establish favourable working conditions for contractors by giving them an acceptable workload for the agreed timelines, but contractors may be asked to deliver some translations within tight deadlines while maintaining the same level of quality.

### **3. Objective**

Obtain professional English to French translation services on an as-and-when-required basis.

### **4. Scope of work**

#### **4.1 Types of documents**

The translation requests may include but will not be limited to the following documents:

1. administrative materials such as human resources and finance policies, procedures and reports, grants and awards guides, and information technology policies;
2. health-related specialized materials such as researcher profiles and health research summaries;
3. communications materials such as speeches, promotional materials, PowerPoint presentations, op-eds, news releases, backgrounders, articles for lay or specialized publications, frequently asked questions, and web content;
4. publications including Annual Reports, Strategic Plans, Departmental Plans, and Departmental Results Reports.

## 4.2 Length of documents

Generally, documents will vary from 50 to 50,000 words. A request exceeding this is possible.

## 5. Tasks

### 5.1 Point of contact

The Contractor shall provide a Point of Contact who will be responsible for all activities undertaken by the Contractor.

### 5.2 Acknowledgment

Requests will be sent by email. The Contractor shall email acknowledgment of receipt of any work sent during regular business hours (between 9:00 a.m. and 5:00 p.m.) within 30 minutes of receiving the work. Automatic acknowledgments are accepted.

### 5.3 Performance of work

The Contractor shall provide high quality translations that not only reflect the tone and meaning of the original text, but also offer a level of readability and idiomatic language that clearly sets their work apart from content generated with automatic translation tools, within the agreed timeline by:

1. conducting extensive research to find the terminology used at CIHR before contacting the CIHR Translation Unit;
2. using the [\*CIHR English-French Lexicon\*](#);
3. using the [\*Guide de rédaction française des IRSC\*](#);
4. using any other terminology specified by CIHR or provided on its website and following any other instruction given in the translation request;
5. applying professional translation techniques such as reformulation, expansion, or intentional omission to ensure that translated texts are both accurate and idiomatic (translations that are literal, ambiguous or cumbersome, similar to those generated with automatic translation tools such as *DeepL.com*, may be deemed unacceptable);
6. ensuring that essential rules of grammar and spelling are respected, as well as other writing conventions, including government standards established by the Translation Bureau in resources such as [\*Termium Plus\*](#) and [\*Le guide du rédacteur\*](#);
7. contacting CIHR immediately if there are any doubts about the content of the original document.

### 5.4 Resources used

The Contractor shall provide, for each text translated, the names of all the resources who translated or edited that text.

### 5.5 Software, format requirements and deliverables

All translation requests must be done in electronic format using the same software versions used by CIHR, such as Microsoft Word, PowerPoint, and Excel. The Contractor must confirm with CIHR which software versions CIHR is currently using.

The format of the original text must be respected. Hyperlinks must not only be translated but also converted to point towards the corresponding French pages, if applicable. If there is no corresponding page in French, the hyperlink shall be followed by the mention "(en anglais seulement)", in parentheses.

## 5.6 Restrictions

1. The Contractor must not, at any time, communicate directly with the author of the text or a person mentioned in the text (e.g. a letter or speech written for a senior executive at CIHR) without authorization from the Project Authority.
2. The Contractor must have mechanisms in place to respond to translation requests outside of regular business hours, on evenings and weekends. For example, a request could be sent late in the afternoon on a Friday with a deadline of Monday morning.
3. The Contractor must only accept translation requests sent from the following generic email address: *(to be provided by CIHR at contract award)*.
4. Each translation request will be assigned a control number. The Contractor must provide the control number each time they request documentation or information, and when submitting an invoice.

## 6. Conditions

### 6.1 Deadlines

CIHR will notify the Contractor of the deadline for each translation request. If the Contractor is unable to meet the deadline identified by CIHR, they shall so notify CIHR at least 48 hours before the scheduled due date.

### 6.2 Approval of documents

All translation services completed will be subject to review and acceptance by the Project Authority.

If the Contractor delivers an unacceptable translation\*, CIHR shall have the choice, at its discretion, to request that the Contractor correct the translation within a brief period of time, to deduct the portions deemed unacceptable from the invoice, or to seek damages against the Contractor.

CIHR reserves the right to stop using the contract if it determines that the Contractor has delivered more than three (3) unacceptable or late translations.

\*A translation is deemed "unacceptable" if a CIHR editor docks at least ten (10) points in accordance with the correction scheme below, regardless of the total number of words translated.

Correction Scheme	
Major semantic error (misinterpretation, nonsense, mistranslation, inconsistency, major omission)	-3
Minor semantic error (ambiguity, minor omission, word choice, addition)	-2
Language error (spelling, grammar, pleonasm, impropriety)	-2
Syntactic error (anacoluthon, syntactic calque, literality, readability issue, lack of clarity, clumsy, cumbersome, or otherwise poor writing style)	-2
Punctuation, typographic conventions, formatting	-1

### 6.3 Capacity

The Contractor must have the capacity to translate a minimum of 10,000 words per month.

**ANNEX "B" - Basis of payment**

Prices are in Canadian dollars and include all costs (administration, labour, etc.) except applicable taxes.

Words are calculated using the Statistics function in Word, Excel, or PowerPoint.

**Initial Period, from April 1st, 2023, or Contract Award date to March 31, 2024**

Type of translation (A)	Cost per word (B)	Estimated* volume of words (C)	Cost D = B X C
Regular	\$/word	110,000	\$
Complex	\$/word	15,000	\$
<b>Total</b>			<b>\$</b>

\*Data provided for calculation purposes only.

**First Optional Period, from April 1st, 2024, to March 31, 2026**

Type of translation (A)	Cost per word (B)	Estimated* volume of words (C)	Cost D = B X C
Regular	\$/word	220,000	\$
Complex	\$/word	30,000	\$
<b>Total</b>			<b>\$</b>

\*Data provided for calculation purposes only.

**Second Optional Period, from April 1st, 2026, to March 31, 2028**

Type of translation (A)	Cost per word (B)	Estimated* volume of words (C)	Cost D = B X C
Regular	\$/word	220,000	\$
Complex	\$/word	30,000	\$
<b>Total</b>			<b>\$</b>

\*Data provided for calculation purposes only.

**Definitions**

**Regular:** Documents related to CIHR usual activities.

**Complex:** Highly technical or specialized document requiring a lot more research and work than a regular translation

**ATTACHMENT 1 to PART 4 OF THE BID SOLICITATION**

**Evaluation Criteria**

Satisfaction of the following criteria must be demonstrated in **Section I: Technical Bid (Part 3 of the Bid Solicitation)**.

**1 Mandatory Criteria (M)**

Criterion	Description	Yes	No
M1	<p>The Bidder must demonstrate that at least one member of their translation team meets CIHR's minimum qualification requirement:</p> <p style="padding-left: 40px;">Be a certified member in good standing of the Ordre des traducteurs, terminologues et interprètes du Québec (OTTIAQ), the Association of Translators and Interpreters of Ontario (ATIO) or the Corporation of Translators, Terminologists and Interpreters of New Brunswick (CTINB).</p> <p>To satisfy this criterion, the Bidder must provide the name of the resource and evidence of their valid member status at the closing date of this Bid Solicitation. The evidence can be a certification, a certificate, a payment receipt, a membership number, or a screenshot confirming the member status.</p>		
M2	<p>The Bidder must demonstrate that their resource or resources meet CIHR's minimum qualification requirement:</p> <p style="padding-left: 40px;">Hold a bachelor's or a master's degree in English to French translation from a Canadian university by the closing date of this Bid Solicitation.</p> <p>To satisfy this criterion, the Bidder must provide the name of the individuals who will be translating CIHR's documents as well as a copy of their diplomas or resumes. Proposals with only one resource are accepted.</p>		
M3	<p>The Bidder must certify that they have the capacity to translate a minimum of 10,000 words per month.</p> <p>To satisfy this criterion, the Bidder must complete and sign the following certification:</p> <p style="padding-left: 40px;">I, the undersigned, _____, certify that my company has the capacity to translate a minimum of 10,000 words per month.</p> <p>Signature : _____ Date : _____</p>		

**2 Rated Criteria (R)**

Criterion	Description	Maximum score	Minimum required																		
RC1	<p>The Bidder's resources must undergo an English to French translation exam and achieve a score of 60% or more.*</p> <p><b>Exam Process</b> On Thursday, February 23 at 11:00 a.m., the Contracting Authority will send a translation request with the subject heading "Examen de sélection : 182435 – Services de traduction / Selection Exam: 182435 – Translation services". The Bidder will then have a <b>maximum of 1 hour</b> to perform the requested work. The allotted time starts as soon as the request is sent by CIHR. The work must be done <b>as though it were a real request and by the proposed resources</b>. The requested translation must be returned by email to the Contracting Authority before the 60 minutes are up. Bidders will not be given an alternative appointment.</p> <ul style="list-style-type: none"> <li>• More than one resource may be involved if this is the Bidder's usual way of operating (e.g. one translator and one editor).</li> </ul> <p>The proposal must specify the name and email of the contact to whom the exam must be sent.</p> <p>The correction scheme below will be used to grade the exam. The maximum score is 40 points. <b>A minimum score of 60% (24 points) is required for the proposal to be deemed responsive.</b></p> <table border="1" data-bbox="386 1199 1133 1900"> <thead> <tr> <th colspan="2" data-bbox="386 1199 1133 1283"><b>Correction scheme for the selection exam</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="386 1283 954 1377">Major semantic error (misinterpretation, nonsense, mistranslation, inconsistency, major omission)</td> <td data-bbox="954 1283 1133 1377">-3</td> </tr> <tr> <td data-bbox="386 1377 954 1440">Minor semantic error (ambiguity, minor omission, word choice, addition)</td> <td data-bbox="954 1377 1133 1440">-2</td> </tr> <tr> <td data-bbox="386 1440 954 1503">Language error (spelling, grammar, pleonasm, impropriety)</td> <td data-bbox="954 1440 1133 1503">-2</td> </tr> <tr> <td data-bbox="386 1503 954 1629">Syntactic error (anacoluthon, syntactic calque, literality, readability issue, lack of clarity, clumsy, cumbersome, or otherwise poor writing style)</td> <td data-bbox="954 1503 1133 1629">-1</td> </tr> <tr> <td data-bbox="386 1629 954 1692">Punctuation, typographic conventions, formatting</td> <td data-bbox="954 1629 1133 1692">-1</td> </tr> <tr> <td data-bbox="386 1692 954 1776">Idiomatic expressions, appropriate word choice, polished style, gender-neutral language</td> <td data-bbox="954 1692 1133 1776">+1 per element</td> </tr> <tr> <td data-bbox="386 1776 954 1839">Creative solutions (significant improvement of readability/clarity and other clever ideas)</td> <td data-bbox="954 1776 1133 1839">+3 per element</td> </tr> <tr> <td data-bbox="386 1839 954 1900"><b>Total (passing score = 24/40 points, or 60%)</b></td> <td data-bbox="954 1839 1133 1900"><b>/40 points (max)</b></td> </tr> </tbody> </table>	<b>Correction scheme for the selection exam</b>		Major semantic error (misinterpretation, nonsense, mistranslation, inconsistency, major omission)	-3	Minor semantic error (ambiguity, minor omission, word choice, addition)	-2	Language error (spelling, grammar, pleonasm, impropriety)	-2	Syntactic error (anacoluthon, syntactic calque, literality, readability issue, lack of clarity, clumsy, cumbersome, or otherwise poor writing style)	-1	Punctuation, typographic conventions, formatting	-1	Idiomatic expressions, appropriate word choice, polished style, gender-neutral language	+1 per element	Creative solutions (significant improvement of readability/clarity and other clever ideas)	+3 per element	<b>Total (passing score = 24/40 points, or 60%)</b>	<b>/40 points (max)</b>	40 points	24 points
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<b>Total (passing score = 24/40 points, or 60%)</b>	<b>/40 points (max)</b>																				



RC2	As part of the Government of Canada's mission to help small and medium-sized enterprises (SMEs) thrive, five (5) additional points will be awarded to bidders who provide evidence that their company has fewer than 100 employees.	5 points	0 point
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## ATTACHMENT 2 to PART 5 OF THE BID SOLICITATION

### FORMER PUBLIC SERVANT

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

#### Definitions

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

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

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

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

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

As per the above definitions, is the Bidder a FPS in receipt of a pension?	Yes ( <input type="checkbox"/> ) No ( <input type="checkbox"/> )
--	--

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

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

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

### Work Force Adjustment Directive

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

Yes (  ) No (  )

If so, the Bidder must provide the following information:

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

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

**ATTACHMENT 3 to PART 5 OF THE BID SOLICITATION**

**LIST OF NAMES FOR INTEGRITY VERIFICATION FORM**

**Requirements**

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

**Supplier Information**

<b>Supplier's Legal Name:</b>		
<b>Organizational Structure:</b> <input type="checkbox"/> Corporate Entity <input type="checkbox"/> Privately Owned Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership		
<b>Supplier's Legal Address:</b>		
<b>City:</b>	<b>Province / Territory:</b>	<b>Postal Code / ZIP Code:</b>
<b>Supplier's Procurement Business Number (optional):</b>		

**List of Names**

Name	Title

---


**Declaration**

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of

(supplier's name) \_\_\_\_\_, declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

---

**Signature**

**Date**

Please include with your bid or offer.

## ATTACHMENT 4 to PART 5 OF THE BID SOLICITATION

### Certifications

#### 5.2.3.1 Status and Availability of Resources

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

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

#### 5.2.3.2 Education and Experience

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

Signature : \_\_\_\_\_

Date : \_\_\_\_\_