



**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Transport Canada

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

Proposition à : Transports Canada

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

Comments - Commentaires

THIS DOCUMENT CONTAINS NO SECURITY REQUIREMENT

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

By e-mail to: - Par courriel au :
CPC Connect Service

Attention: - Attention :
Natasha Blackstein

Title - Sujet Translation Services for the Transportation of Dangerous Goods Directorate	
Solicitation No. N° de l'invitation T8080-220640	Date of Solicitation Date de l'invitation 17 February , 2023
Address enquiries to: - Adresser toute demande de renseignements à : Natasha Blackstein Telephone No. - N° de telephone 343-550-2321 E-Mail Address - Courriel Natasha.blackstein@tc.gc.ca	
Destination See herein	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required See herein -	Delivery offered Livraison proposée Not applicable -
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Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur

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

Solicitation Closes - L'invitation prend fin At - à : 2:00 PM - 14:00 On - le : 3 April, 2023 Time Zone - Fuseau Horaire : Eastern Standard Time

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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 Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, Certification.

1.2 Summary

As part of the Transportation of Dangerous Goods (TDG) program, the TDG directorate requires specialized translation services in order to address the increasing demand and in accordance with the requirements of the Official Languages Act and to ensure consistency in the language throughout all documentation.

TDG has a need for high quality translation for multiple types of documents in various fields such as: regulatory, technical, chemical and engineering. These translations are specific in nature and require highly technical expertise. TDG program also produces standards, research documents, briefings and technical documents that must be available in both official languages. In addition, TDG requires translation for the publication and distribution of awareness material to help promote public safety and provide information on regulatory changes of the TDG Act and Regulations, as well as regulatory impact analysis statements to be published in the Canada Gazette.

1.2.1 CPC Connect Service

This bid solicitation allows bidders to use the CPC Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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.

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: 180 days

2.2 Submission of Bids

Bids must be submitted only to Natasha by the date and time indicated in the bid solicitation.

Bids must be submitted only to Transport Canada via Canada Post Corporation (CPC) Connect by the date and time indicated in the bid solicitation at natasha.blackstein@tc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

2.2.1 CPC Connect Service

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [Connect service](#) provided by Canada Post Corporation.
 - i. The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by Transport Canada is: natasha.blackstein@tc.gc.ca or, if applicable, the email address identified in the bid solicitation.
 - ii. The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by Transport Canada is identified in the bid solicitation.
- b. To submit a bid using CPC Connect service, the Bidder must either:
 - i. send directly its bid only to natasha.blackstein@tc.gc.ca, using its own licensing agreement for CPC Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an

email that includes the bid solicitation number to Natasha Blackstein requesting to open a CPC Connect conversation. Requests to open a CPC Connect conversation received after that time may not be answered.

- c. If the Bidder sends an email requesting CPC Connect, an officer of Transport Canada will then initiate a CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the CPC Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the CPC Connect message field of all electronic transfers.
- f. It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the CPC Connect service.
- g. For bids transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the CPC Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the CPC Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the CPC Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
- j. A bid transmitted by CPC Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

2.3 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

2.4 Enquiries - Bid Solicitation

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

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 accordance with section Part 2 – Bidder Instructions 2.3 CPC Connect. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid (1 copy)

Section II: Financial Bid (1 copy)

Section III: Certifications (1 copy)

It is recommended that all electronic documents be submitted using PDF file format.

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the "Basis of Payment in Annex "B".

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.4 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

For any project summaries provided in demonstration of mandatory or rated experience requirements, the bidders **must** provide the following information:

- Name of the client organization (to whom the proposed resource services were provided), and contact person for verification;
- The description of the project, and the type and scope of services provided by the proposed resource; and
- The dates and duration of the project (indicating the **years/months** of engagement and the start and end dates of the work carried out by the proposed resource).

(References are only contacted to validate the information provided in the bidder's proposal)

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

For the purpose of the mandatory technical criteria specified below, the experience of the Bidder will be considered.

Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

The Bidder's Proposed Resource			
Number	Mandatory Criteria	Met / Not Met	Cross Reference in Proposal
M1	The Bidder must propose a minimum of two (2) resources. *resume of each proposed resource must be included in the proposal submission.		
M2	The bidder must demonstrate using project summaries that each proposed resource have a minimum of five (5) years translation experience within the last 7 years*.		
M3	The bidder 's proposed resources must be certified by the Association of Translator and Interpreters of Ontario (ATIO) or l'Ordre des traducteurs, terminologues et interprètes agréés		

The Bidder's Proposed Resource			
Number	Mandatory Criteria	Met / Not Met	Cross Reference in Proposal
	<p>du Québec (OTTIAQ) or Association de l'industrie de la langue language industry association (AILIA).</p> <p>*A copy of certification must be included with bidder's proposal.</p>		
M4	<p>The Bidder's proposed resources must have a B.A. in Translation from a recognized university in the English to French combination; and the French to English combination</p> <p>*A copy of the degree or diploma must be included in the proposal submission, and must include the:</p> <ul style="list-style-type: none"> • name of the program completed, • name of the institution from which the certificate was obtained and year the certificate was obtained. 		
M5	<p>The Bidder must provide two (2) samples of translations produced by each proposed resource. One (1) sample must be French to English and one (1) sample must be English to French. The sample texts must be appended as annexes to the technical proposal and must be accompanied by the English and French source documents. Sample translations may include but are not limited to the following standard communications:</p> <ol style="list-style-type: none"> 1. Acts and Regulations material including drafting instructions, regulatory impact analysis statements, technical standards; 2. Material for public distribution 3. Technical documentation 4. An announcement or description of a new service, policy or program. 5. newsletters; 6. Information circular or fact sheet; <p>Each sample translation must be prefaced by a short paragraph providing contextual information such as:</p> <ul style="list-style-type: none"> - Client and background for the assignment; - Intended audience; - Name and contract information of person for whom the translations was carried out. - Objective of the text (message to be conveyed); 		

The Bidder's Proposed Resource			
Number	Mandatory Criteria	Met / Not Met	Cross Reference in Proposal
	- Individual level of input		
M6	The Bidder must provide a detailed quality control process that will be used to govern the services under the contract.		

4.1.1.2 Point Rated Technical Criteria

Point Rated Technical Criteria		Max Points Proposed Resource #1	Cross Reference in Proposal	Max Points Proposed Resource #2	Cross Reference in Proposal
Experience and Expertise of the Proposed Resources					
R1	<p>The bidder should demonstrate using project summaries, the proposed resources have five (5) years' experience within the last ten (10 years) providing translation services similar in size and scope to the one detailed in the Statement of Work.</p> <p>5–10 years -5 points 10-15 years- 10 points >15 years – 15 points</p> <p>15 pts per resource for total 30 pts</p>	15		15	
R2	<p>The translation samples submitted in response to M5 to demonstrate translation expertise of each proposed resource will be evaluated as follows:</p> <p>Each sample will be rated on</p> <ul style="list-style-type: none"> • Consistent format from the source document (2 points) • Accuracy, clarity and style (2 points) • Consistency of meaning between texts (2 points) • Terminology accuracy (2 points) <p>8 points per resource for a total 16 pts</p>	8		8	

Point Rated Technical Criteria		Max Points Proposed Resource #1	Cross Reference in Proposal	Max Points Proposed Resource #2	Cross Reference in Proposal
Experience and Expertise of the Proposed Resources					
R3	<p>The bidder should demonstrate using project summaries the proposed resources have experience translating technical/specialized translation documents</p> <p>5-10 years – 5 points 10-15 years- 10 points >15 years- 15 points</p> <p>15 pts per resource for a total 30 pts</p>	15		15	
R4	<p>The bidder should demonstrate using project summaries the proposed resources have experience translating technical/specialized documents related to Dangerous Goods.</p> <p>For each resource, the bidder should provide an example of a document that the resource has translated as well as the source document; along with a reference that can validate the work.</p> <p>5-10 years- 10 points 10-15 years- 20 points >15 years-30 points</p> <p>30 points per resource for total 60 pts</p>	30		30	
R5	<p>The Bidder should demonstrate using project summaries translation services for Government of Canada departments, agencies or corporations.</p> <p>To demonstrate experience, bidder should provide the following:</p> <ul style="list-style-type: none"> a) The name of the client organization to which translation was provided b) The contact info of the client organization which can corroborate the information (email, phone#) or c) Period during which translation services were provided, specifying (month/year) to (month/year). <p>1-5 years- 10 points 6-10 years- 15 points</p>	20			

Point Rated Technical Criteria	Max Points Proposed Resource #1	Cross Reference in Proposal	Max Points Proposed Resource #2	Cross Reference in Proposal
Experience and Expertise of the Proposed Resources				
	>10 years-20 points			
	Total maximum points			/156

4.2 Basis of Selection

4.2.1 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;
2. Bids not meeting (a) or (b) 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 135 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
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.62$	$89/135 \times 70 = 46.14$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.16	73.14	77.70
Overall Rating		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 Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](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 Statement of Work

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

6.2 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.

6.2.1 General Conditions

[2035](#) (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 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 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 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Natasha Blackstein
Title: Procurement Specialist
Transport Canada
Address: 330 Sparks Street
Ottawa, Ontario K1A 0N5
Telephone: 343-550-2321
E-mail address: natasha.blackstein@tc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: *[to be provided upon contract award]*

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

Name: _____
Title: _____
Address: _____
Telephone: ____-____-_____
E-mail address: _____

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

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex B, to a limitation of expenditure of \$_____. 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 Method of Payment (Monthly)

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

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

6.7.3 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
 - b. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
 - a. The original copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions _____ (*insert number, date and title*);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ .

6.12 Insurance

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.

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 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](#)".

ANNEX "A"

STATEMENT OF WORK

Translation Services for the Transportation of Dangerous Goods directorate

1. **Background**

As part of the Transportation of Dangerous Goods (TDG) program, the TDG directorate requires specialized translation services in order to address the increasing demand and in accordance with the requirements of the Official Languages Act and to ensure consistency in the language throughout all documentation.

TDG has a need for high quality translation for multiple types of documents in various fields such as: regulatory, technical, chemical and engineering. These translations are specific in nature and require highly technical expertise. TDG program also produce standards, research documents, briefings and technical documents that must be available in both official languages. In addition, TDG requires translation for the publication and distribution of awareness material to help promote public safety and provide information on regulatory changes of the TDG Act and Regulations, as well as regulatory impact analysis statement to be published in the Canada Gazette.

2. **Objective**

The objective is to establish a contract on an as-and-when required basis to provide translation services from English to French and from French to English to assist the Directorate to meet its mandate to provide accurate translation for our department.

3. **Scope**

3.1 The Directorate requires professional and technical assistance in translating such as, but not limited to, awareness material, accident reports, material safety data sheets, incident reports, etc. Other documents such as proposed regulatory impact analysis statements, newsletters, standards, some briefings, articles for quarterly publication, agendas and decision records for the different workgroups and sub-committees as well as for research documents and technical documents produced by the Directorate. The Contractor shall treat all information to which he/she is privy as restricted and shall not share this information without written TC authorization

3.2 The work will consist of the following:

- 3.2.1 Accurate Translation from English into French
- 3.2.2 Accurate Translation from French into English
- 3.2.3 Ensuring the final French and English version of the material are identical in terms of meaning (i.e. comparative reading)
- 3.2.4 Ensuring the terminology used in the translated version is accurate
- 3.2.5 Ensuring the quality control of the translated text.

4. **Specific Requirements and Deliverables**

4.1 The documents provided must be translated using terminology specific to the Government of Canada and the transportation of dangerous goods, the standard being TERMIUM <http://termiumplus.translationbureau.gc.ca/tpv2Show/termiumplus.html?lang=e2>. Technical terms not

available in Termium must be translated using translation using "Dictionnaire Malgorn des sciences et techniques"

4.2 Documents must be returned electronically, using the same format in which it was provided, and using Transport Canada approved software such as Word, PowerPoint, Excel (MS Windows Suite).

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

4.4 All translation documents must meet the following quality standards:

- 4.4.1 No spelling mistakes
- 4.4.2 No grammar mistakes
- 4.4.3 All elements from the original text are in the translation
- 4.4.4 The formatting must be the same in both documents
- 4.4.5 All terminology must be aligned with the Transportation of Dangerous Goods Act, 1992, the Transportation of Dangerous Goods Regulations (TDGR) and all technical Standards incorporated by reference in the TDGR.

4.5 Translation will be required on the following basis:

- 4.5.1 Standard turnaround time is 1000 words per day
- 4.5.2 Urgent, 24 hour turnaround time
- 4.5.3 Complex requirements will be reviewed on a case by case basis with delivery deadlines agreed to and approved at Transport Canada's discretion
- 4.5.4 All translated material becomes the property of the Department. All existing Copyrights are to be maintained.

5. Inspection

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

6. Documentation:

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

ANNEX "B"

BASIS OF PAYMENT

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

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

Period of Contract: Contract Award to March 31, 2024

Type of Request	Turn Around Time	Rate per word fixed unit price	Estimated # of Words (for evaluation purposes only)	Total Extended Price for evaluation purposes only
1A. Specialized/Technical Translation	Standard	\$	x 2500	\$
1B. Specialized/Technical Translation	Urgent	\$	x 2500	\$
1C. Regulatory Translation	Standard	\$	x 2500	\$
1D. Regulatory Translation	Urgent	\$	x 2500	\$
Estimated Total				\$

Option Period Year 1: April 1, 2024 to March 31, 2025

Type of Request	Turn Around Time	Rate per word fixed unit price	Estimated # of Words (for evaluation purposes only)	Total Extended Price for evaluation purposes only
1A. Specialized/Technical Translation	Standard	\$	x 2500	\$
1B. Specialized/Technical Translation	Urgent	\$	x2500	\$
1C. Regulatory Translation	Standard	\$	x2500	\$

1D. Regulatory Translation	Urgent	\$	x 2500	\$
Estimated Total				\$

Option Period Year 2: April 1, 2025 to March 31, 2026

Type of Request	Turn Around Time	Rate per word fixed unit price	Estimated # of Words (for evaluation purposes only)	Total Extended Price for evaluation purposes only
1A. Specialized/Technical Translation	Standard	\$	x 2500	\$
1B. Specialized/Technical Translation	Urgent	\$	x 2500	\$
1C. Regulatory Translation	Standard	\$	x 2500	\$
1D. Regulatory Translation	Urgent	\$	x 2500	\$
Estimated Total				\$

ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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