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	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000071496</p>		
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2023-02-24</p>		
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 3:00 P.M. on – le 2023-03-28</p>	<p>Time Zone – Fuseau horaire Eastern Standard Time</p>	
	<p>F.O.B – F.A.B Not Applicable</p>		
	<p>Address Enquiries to - Adresser toutes questions à Heidi Noble Heidi.Noble@ec.gc.ca</p>		
	<p>Telephone No. – N° de téléphone</p>		<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2024-03-31</p>		
	<p>Destination - of Services / Destination des services Canada</p>		
	<p>Security / Sécurité There is no security requirement associated with this requirement.</p>		
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>			
<p>Telephone No. – N° de téléphone</p>		<p>Fax No. – N° de Fax</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>			
<p>Signature</p>		<p>Date</p>	



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PART 1 – GENERAL INFORMATION

1.1. Security Requirement

There is no security requirement associated with this requirement.

1.2. Statement of Work

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

1.3. Set-aside under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to [Annex 9.4](#) of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.”

1.4. Debriefings

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



PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

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

Delete: In its entirety

Insert: “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

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

Delete: In its entirety

Insert: “Bids may be submitted by facsimile if specified in the bid solicitation.”

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

Delete: In their entirety

Insert: “Deleted”

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

Delete: “the Procurement Business Number of each member of the joint venture,”

Insert: “Deleted”

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

Delete: In its entirety

Insert: “Deleted”



At Section 05 Submission of Bids, Subsection 05 (4)

Delete: "sixty (60) days"

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

2.2 Submission of Bids

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

2.3 Former Public Servant – Competitive Bid

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

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the *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 FPS in receipt of a pension, as applicable:

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

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

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



2.5 Applicable Laws

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

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

2.6 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.

2.7 Basis for Canada's Ownership of Intellectual Property

Environment and Climate Change Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts:

2.7.1 The Foreground IP consists of material subject to copyright.



PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Canada requests that bidders follow the format instructions described below in the preparation of their bid:

Note for electronic submission of bids:

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

Email Address: soumissionsbids@ec.gc.ca

Attention: Heidi Noble

Solicitation Number: 5000071496

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

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

Bids sent by fax will not be accepted.

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

Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To



avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

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

Section II: Financial Bid

1. Bidders must submit their financial bid in accordance in accordance with the Financial Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

2. Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price in accordance with the Financial Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

3. Bidders should include the following information in their financial bid:

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III - Certifications

Bidders must provide the required certifications Part 5.



ATTACHMENT 1 TO PART 3

FINANCIAL BID PRESENTATION SHEET

The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Bidders must provide a rate per word and a price for each requirement in the tables below

The estimated number of words must be multiplied by the rate per word to determine the price for each requirement in the tables below.

The estimated number of words provided in the tables below has been provided in good faith and is for evaluation purposes only. **If a bidder alters any of these estimates, its bid will be deemed non-responsive.**



Initial Contract Period:

Table A

Professional Translation Services Initial Contract Period - Contract Award – March 31, 2024			
Requirement	Estimated Number of Words (A)	Rate per Word (B)	Price (A)*(B)
Translation services during regular work hours	175,000	\$ _____	\$ _____ (C)
Translation services after regular work hours, weekends, and holidays	15,000	\$ _____	\$ _____ (D)
Editing/Revision services during regular work hours	9,000	\$ _____	\$ _____ (E)
Editing/Revision services after regular work hours, weekends, and holidays	1,000	\$ _____	\$ _____ (F)
Total Price for Initial Contract Period, excluding applicable taxes:			\$ _____ (C)+(D)+(E)+(F)



Option Period One:

Table B

Professional Translation Services Option Period One – April 1, 2024 – March 31, 2025			
Requirement	Estimated Number of Words (A)	Rate per Word (B)	Price (A)*(B)
Translation services during regular work hours	175,000	\$ _____	\$ _____ (C)
Translation services after regular work hours, weekends, and holidays	15,000	\$ _____	\$ _____ (D)
Editing/Revision services during regular work hours	9,000	\$ _____	\$ _____ (E)
Editing/Revision services after regular work hours, weekends, and holidays	1,000	\$ _____	\$ _____ (F)
Total Price for Option Period One, excluding applicable taxes:			\$ _____ (C)+(D)+(E)+(F)



Option Period Two:

Table C

Professional Translation Services Option Period Two – April 1, 2025 – March 31, 2026			
Requirement	Estimated Number of Words (A)	Rate per Word (B)	Price (A)*(B)
Translation services during regular work hours	175,000	\$ _____	\$ _____ (C)
Translation services after regular work hours, weekends, and holidays	15,000	\$ _____	\$ _____ (D)
Editing/Revision services during regular work hours	9,000	\$ _____	\$ _____ (E)
Editing/Revision services after regular work hours, weekends, and holidays	1,000	\$ _____	\$ _____ (F)
Total Price for Option Period Two, excluding applicable taxes:			\$ _____ (C)+(D)+(E)+(F)



Option Period Three:

Table D

Professional Translation Services Option Period Three – April 1, 2026 – March 31, 2027			
Requirement	Estimated Number of Words (A)	Rate per Word (B)	Price (A)*(B)
Translation services during regular work hours	175,000	\$ _____	\$ _____ (C)
Translation services after regular work hours, weekends, and holidays	15,000	\$ _____	\$ _____ (D)
Editing/Revision services during regular work hours	9,000	\$ _____	\$ _____ (E)
Editing/Revision services after regular work hours, weekends, and holidays	1,000	\$ _____	\$ _____ (F)
Total Price for Option Period Three, excluding applicable taxes:			\$ _____ (C)+(D)+(E)+(F)



Option Period Four:

Table E

Professional Translation Services Option Period Four – April 1, 2027 – March 31, 2028			
Requirement	Estimated Number of Words (A)	Rate per Word (B)	Price (A)*(B)
Translation services during regular work hours	175,000	\$ _____	\$ _____ (C)
Translation services after regular work hours, weekends, and holidays	15,000	\$ _____	\$ _____ (D)
Editing/Revision services during regular work hours	9,000	\$ _____	\$ _____ (E)
Editing/Revision services after regular work hours, weekends, and holidays	1,000	\$ _____	\$ _____ (F)
Total Price for Option Period Four, excluding applicable taxes:			\$ _____ (C)+(D)+(E)+(F)



Bid Summary Professional Translation Services	
Total Price for Initial Contract Period (Table A)	\$ _____
Total Price for Option Period One (Table B)	\$ _____
Total Price for Option Period Two (Table C)	\$ _____
Total Price for Option Period Three (Table D)	\$ _____
Total Price for Option Period Four (Table E)	\$ _____
Total Evaluated Price Excluding Applicable Taxes (Table A + Table B + Table C + Table D + Table E)	\$ _____ (1)
Applicable Taxes	\$ _____ (2)
Total Price Including Applicable Taxes	\$ _____ (1 + 2)



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

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

4.1.1.1 Mandatory Technical Criteria

Mandatory criteria are assessed on a simple pass/fail basis. Bids that fail to meet any of the mandatory criteria will be considered non-responsive.

Mandatory Technical Criteria is included in Attachment 1 to Part 4.

4.1.1.2 Point Rated Technical Criteria

A minimum score of 18 points must be obtained for the proposal to be considered responsive.

Point Rated Technical Criteria is included in Attachment 1 to Part 4.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Bids which fail to meet the Mandatory Financial Criteria will be declared non-responsive.

Number	Criterion	Met/Not Met	Page Number
MF1	The maximum budget allocated for this project must not exceed Initial Contract Period – \$50,000.00 Option Period One - \$50,000.00 Option Period Two - \$50,000.00 Option Period Three - \$50,000.00 Option Period Four - \$50,000.00 applicable taxes extra, including option periods, all labour, associated costs and subcontractors. Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit the Department to pay such an amount.		



4.1.2.2 Evaluation of Price

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

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

Bids will be evaluated out of 30 points.

The lowest priced bid will receive the maximum of 30 points, and all other proposals will be prorated against the lowest price

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;
 - (b) meet all mandatory technical criteria;

and

 - (c) obtain the required minimum score of 18 points for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The evaluation 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 100 and the lowest evaluated price is \$55,000.00.

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

<u>Bidder</u>	Bidder 1	Bidder 2	Bidder 3
---------------	----------	----------	----------



Overall Technical Score	90/100	70/100	80/100
Bid Evaluated Price	\$75,000.00	\$55,000.00	\$65,000.00
<u>Calculations</u>			
Technical Merit Score	$90/100 \times 70 = 63$	$70/100 \times 70 = 49$	$80/100 \times 70 = 56$
Pricing Score	$55/75 \times 30 = 22$	$55/55 \times 30 = 30$	$55/65 \times 30 = 25$
Combined Rating	85	79	81
Overall Rating	1 st	3 rd	2 nd



ATTACHMENT 1 TO PART 4

MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA

Mandatory Technical Criteria:

<p>Attention Bidders: Write beside each of the criterion the relevant page number(s) from your bid which addresses the requirement identified in the criteria.</p>			
#	Mandatory Technical Criteria	Met (Pass/Fail)	Cross-Reference to bid (indicate page #)
M1	<p>The Bidder must have provided translation services, translating documents from English to French and French to English for five (5) years within the last seven (7) years as of date of bid closing.</p> <p>In order to demonstrate this the Bidder must complete the Bidder's Experience Table found in Attachment 2 to Part 4 or provide the equivalent information.</p>		
M2	<p>The proposed translation resource(s) must have experience in translating documents from English to French and French to English within the last two (2) years as of date of bid closing.</p> <p>In order to demonstrate this the Bidder should complete the Proposed Translation Resource's Experience Table found in Attachment 3 to Part 4 or provide the equivalent information.</p>		
M3	<p>Each proposed translation resource must have translated three (3) documents from English to French and three (3) documents from French to English.</p> <p>In order to demonstrate this the Bidder should complete the Proposed Translation Resource's Experience Table found in Attachment 3 to Part 4 or provide the equivalent information.</p>		



Point Rated Technical Criteria:

#	Point-Rated Technical Criteria	Points allocated	Total Score	Cross-Reference to bid (indicate page #)
R1	<p>The Bidder should have provided translation services, translating documents from English to French and French to English for ten (10) years within the last twelve (12) years as of date of bid closing.</p> <p>In order to demonstrate this the Bidder should complete the Bidder's Experience Table found in Attachment 2 to Part 4 or provide the equivalent information.</p> <p>Allocation of points: 3 point per year starting at 6 years of experience up to a maximum of 15 points.</p>	15		
R2	<p>The proposed translation resource(s) should have experience translating documents related to environment, and/or natural resources, and/or climate change.</p> <p>Documents should be a minimum of 200 words.</p> <p>In order to demonstrate this the Bidder should complete the Proposed Translation Resource's Experience Table found in Attachment 3 to Part 4 or provide the equivalent information.</p> <p>Allocation of points: 2 points per document up to a maximum of 10 points.</p>	10		
R3	<p>The proposed translation resource(s) should have completed Search Engine Optimization (SEO) translation training.</p> <p>SEO translation is the process of</p>	5		



	<p>translating a website's content so that it ranks effectively in search results.</p> <p>In order to demonstrate this the Bidder should complete the Proposed Translation Resource's Experience Table found in Attachment 3 to Part 4 or provide the equivalent information.</p> <p>Environment and Climate Change Canada reserves right to request proof prior to contract award.</p> <p>Allocation of points: 1 point for each certified proposed translation resource up to a maximum of 5 points.</p>			
Total:	30			



ATTACHMENT 2 TO PART 4

BIDDER'S EXPERIENCE TABLE

The Bidder's Experience Table is required for M1 and R1

BIDDER'S EXPERIENCE TABLE	
Name of Bidder (company name)	
Number of years in business	
Number of years providing translation services	
Number of years translating documents from English to French	
Number of years translating documents from French to English	
Number of translation resources as of date of bid closing	



ATTACHMENT 3 TO PART 4

PROPOSED TRANSLATION RESOURCE’S EXPERIENCE TABLE

A separate table should be completed for each proposed translation resource

The Bidder’s Experience Table is required for M2, M3, R2 and R3

PROPOSED TRANSLATION RESOURCE’S EXPERIENCE TABLE	
Name of Proposed Translation Resource:	
Criterion M2	
Number of years providing translation services	
Criterion M3	
Experience 1 – Translating Documents from English to French	
Client (name of company/organization the service was provided for)	
Date translation completed (YYYY-MM-DD)	
Description of service provided	
Number of words translated	
Experience 2 – Translating Documents from English to French	
Client (name of company/organization the service was provided for)	
Date translation completed (YYYY-MM-DD)	
Description of service provided	
Number of words	



translated	
Experience 3 – Translating Documents from English to French	
Client (name of company/organization the service was provided for)	
Date translation completed (YYYY-MM-DD)	
Description of service provided	
Number of words translated	
Experience 1 – Translating Documents from French to English	
Client (name of company/organization the service was provided for)	
Date translation completed (YYYY-MM-DD)	
Description of service provided	
Number of words translated	
Experience 2 – Translating Documents from French to English	
Client (name of company/organization the service was provided for)	
Date translation completed (YYYY-MM-DD)	
Description of service provided	
Number of words translated	
Experience 3 – Translating Documents from French to English	
Client (name of company/organization the service was provided for)	



Date translation completed (YYYY-MM-DD)	
Description of service provided	
Number of words translated	
Criterion R2	
Experience 1 – Translating Documents Related to Environment, and/or Natural Resources, and/or Climate Change.	
Bidder to add additional rows as required for Criterion R2	
Client (name of company/organization the service was provided for)	
Date translation completed (YYYY-MM-DD)	
Description of service provided	
Content of Document	
Number of words translated	
Criterion R3	
Completed of Search Engine Optimization (SEO) Translation Training (yes or no) If yes, complete the following rows	
Name of Training Provider	
Name of Course	
Date of Certification	



PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Precedent to Contract Award and Additional Information

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

5.1.1 Integrity Provisions - Associated Information

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](#) website, to be given further consideration in the procurement process.

5.1.2 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 from Employment and Social Development Canada (ESDC) - Labor'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. Additional Certifications Required Precedent to Contract Award

5.2.1 Status and Availability of Resources

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



beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

5.2.2 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience



PART 6 - RESULTING CONTRACT

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

Title: Professional Translation Services

6.1 Security Requirement

6.1.1 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 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

6.3.1 Task Authorization Process:

6.3.1.1 The Technical Authority will provide the Contractor with a description of the task using the Task Authorization Form specified in Annex "C".

6.3.1.2 The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

6.3.1.3 The Contractor must acknowledge receipt to the request of the Technical Authority within two (2) hours, using the means the request was provided in, even after regular work hours on weekdays, weekends and during statutory holidays. The Contractor must provide the Technical Authority within two (2) working days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

6.3.1.4 The Contractor must not commence work until a TA authorized by the Technical Authority and Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.3.2 Task Authorization Limit



The Contracting Authority may authorize individual task authorizations up to a limit of \$50,000.00
Applicable Taxes included, inclusive of any revisions.

6.3.3 Minimum Work Guarantee - All the Work - Task Authorizations

6.3.3.1 In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of
Expenditure" clause set out in the Contract (excluding Applicable Taxes); and

"Minimum Contract Value" means 3%.

6.3.3.2 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 6.3.3.3. 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.

6.3.3.3 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.

6.3.3.4 Canada will have no obligation to the Contractor under this clause if Canada terminates
the Contract in whole or in part for default

6.4. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the
PSPC/PWGSC Standard Acquisition Clauses and Conditions Manual issued by Public Works and
Government Services Canada.

6.4.1 General Conditions

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

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"



At Section 13 Transportation Carriers” Liability

Delete: In its entirety.

Insert: “Deleted”

At Section 18, Confidentiality:

Delete: In its entirety

Insert: “Deleted”

Insert Subsection: “36 Liability”

“The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.”

At Section 19 Copyright

Delete: In its entirety

Insert:

- “1. In this section:
"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.
"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;
"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;
2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © His Majesty the King in right of Canada (year) or © Sa Majesté le Roi du chef du Canada (année).
3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the [Copyright Act](#), R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.
6. No restrictions other than those set out in this section must apply to Canada's use of the Material or of translated versions of the Material.”

6.5. Term of Contract



6.5.1 Period of the Contract

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

6.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) 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 fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.6. Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____
Title: _____
Environment and Climate Change Canada
Procurement and Contracting
Address: _____
Telephone: ____-____-_____
Email address: _____

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

6.6.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
Email address: _____

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

6.6.3 Contractor's Representative



The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
Email address: _____

6.7 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.

6.8 Payment

6.8.1 Basis of Payment: Individual Task Authorizations:

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex "B".

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.8.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.8.3 Limitation of Expenditure – Cumulative Total of all Task Authorizations

6.8.3.1 Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$_____. Customs duties are included and Applicable Taxes are extra.



6.8.3.2 No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

6.8.3.3 The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,
whichever comes first.

6.8.3.4 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

6.9 Method of Payment – Monthly Payment

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

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

6.10 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed.



6.10.2 Invoices must be distributed as follows:

- a. One (1) electronic copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.11 Certifications

6.11.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.12 Applicable Laws

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

6.13 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) Modified 2010B General Conditions - Professional Services (Medium Complexity) (2022-12-01)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Task Authorization (TA) Form; and
- (f) the Contractor's bid dated _____, *(insert date of bid)* *(If the bid was clarified or amended, insert at the time of contract award: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s).*

6.14 Insurance Requirements – 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.

6.15 Dispute Resolution



The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

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.

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.

Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>" Dispute Resolution".



ANNEX A

STATEMENT OF WORK

1. Purpose

The Net-Zero Advisory Body Secretariat in the Climate Change Branch (CBB) of Environment and Climate Change Canada (ECCC) is seeking professional translation and edit/revision services to translate various documents relevant to the work of the newly established Net-Zero Advisory Body (NZAB). The documents could include interim and annual reports written for public audiences, records of discussion, PowerPoint presentations, or web content.

2. Background

In February 2021, the Minister of ECCC announced the creation of the NZAB, which was formally enshrined in law in June 2021 through the *Canadian Net-Zero Emissions Accountability Act*. The NZAB is mandated to engage with Canadians and provide advice to the Minister on pathways to achieve net-zero emissions by 2050, including advice respecting:

1. greenhouse gas emissions targets for milestone years (i.e., 2030, 2035, 2040, 2045);
2. greenhouse gas emissions reduction plans by the Government of Canada, including measures and sectoral strategies that the Government of Canada could implement to achieve a greenhouse gas emissions target; and
3. any matter referred to it by the Minister.

3. Objective

The objective of the work is to obtain high-quality and timely translation and edit/revision services that reflect the tone, style and terminology used by the author. The Work includes the development of a consistent translation terminology for the NZAB.

4. Terminology

ECCC – Environment and Climate Change Canada

NZAB – Net-Zero Advisory Body

Technical Authority – ECCC official in the Net-Zero Advisory Body Secretariat in the CCB of ECCC who is responsible for supporting the Net-Zero Advisory Body

5.0 Tasks / Description of Work

5.1 Contractor must acknowledge receipt to the request of the Technical Authority within two (2) hours, using the means the request was provided in, even after regular work hours on weekdays, weekends and during statutory holidays

5.2 Contractor must have a workforce (i.e., translators) large enough to meet the Technical Authority's request, even after regular office hours on weekdays, weekends, and during statutory holidays

5.3 Contractor's resources must have recent (within the last two (2) years) experience translating technical documents

5.4 Contractor must process all documents for translation and edits/revisions at a per-word pricing schedule based on the number of words in the original text to be translated



- 5.5 Contractor must translate all documents, including tables, icons, graphics and illustrations as necessary
- 5.6 Contractor must include terminology research
- 5.7 Contractor must ensure that all translations and edits/revisions are reviewed for quality and accuracy, as requested
- 5.8 Contractor must ensure the consistency of documents by limiting, as far as reasonable, the number of different resources working on the same requirement and providing an overall review of the complete document to ensure a consistent level of quality
- 5.9 Contractor must ensure that the meaning of the translated version conforms to that of the original in all aspects, including proper terminology
- 5.10 Contractor must provide a quality control system to meet the requirements indicated herein
- 5.11 Contractor must complete translations and edits/revisions using a style and level of language that is consistent with the nature and end use of the document
- 5.12 Contractor must consult reference materials provided by the Technical Authority when available and any other relevant reference materials from other sources
- 5.13 Contractor must ensure that all information to be included in the public reports are kept confidential until the public release of the documents.

6. Deliverables

Professional services for translation, and editing/revision of documents of up to 200 000 words for each year of the Contract.

7. Government Supplied Materiel

The Technical Authority will be responsible for coordinating the overall project, providing as-required direction and guidance to the Contractor, and accepting and approving Contractor deliverables on behalf of the NZAB Secretariat within ECCC.

All content will be prepared by the Technical Authority and provided to the Contractor.

8. Official Languages

8.1 All reports must be completed in English or in French, as requested by the Technical Authority.

9. Work Location

The Contractor will perform the Work under this Contract at its own premises/virtually.

10. Travel

Travel is not required to perform the Work under this Contract.



ANNEX B

BASIS OF PAYMENT

To be added at contract award



ANNEX C

TASK AUTHORIZATION (TA) FORM

TASK AUTHORIZATION (TA) FORM			
Contractor:			
Contract Number:		Financial Coding:	
Task Number:		Date:	
TA Request			
Description of Work to be Performed			
Period of Services		From:	To:
Estimated Cost			
Requirement (repeat rows below as required)	Number of Words (A)	Rate per Word (B)	Price (A)*(B)
Price			
Applicable Taxes			
Total Price, Including Applicable Taxes			
TA Approval			
Signing Authorities	Name, Title of Person Authorized to Sign	Signature	Date
Contractor			
Client Signing Authority			
Basis of Payment and Invoicing			
<p>In Accordance with the annex entitled "Basis of Payment" in the Contract.</p> <p>Payment to be made based on receipt of detailed invoices for services rendered, subject to full acceptance by the Technical Authority. Total of payments not to exceed the grand total.</p> <p>Invoices must be sent to the Technical Authority.</p>			