Environnement et Changement climatique Canada

| RETURN BIDS TO:<br><u>SOUMISSIONSBIDS@EC.GC.CA</u><br>Bid Receiving - Environment and<br>Climate Change Canada<br>All bids must be sent by email to:<br><u>Soumissionsbids@ec.gc.ca</u><br>BID SOLICITATION                                                                                                    | Title<br>Translation Services for Climat<br>Products.<br>ECCC Bid Solicitation No. /SAP<br><b>5000081764</b><br>Date of Bid solicitation (YYYY-M<br>2024-07-29<br>Bid Solicitation Closes (YEAR-<br>MM-DD)                                                                                                                                           |  |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| PROPOSAL TO: ENVIRONMENT<br>AND CLIMATE CHANGE CANADA<br>We offer to perform or provide to<br>Canada the services detailed in the<br>document including any attachments<br>and annexes, in accordance with the<br>terms and conditions set out or<br>referred to in the document, at the<br>price(s) provided. | At: 2:00 P.M.         On: 2024-08-13         F.O.B         See herein         Address Enquiries to:         Michel Lariviere at michel.lariviere@ec.gc.ca         Delivery Required         See herein         Destination of Services         See herein         Security         There is a security requirement associated with this solicitation |  |  |  |
|                                                                                                                                                                                                                                                                                                                | Vendor/Firm Name and Address         Telephone No.       Fax No.         Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print)         Signature       Date                                                                                                                                                          |  |  |  |



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#### List of Attachments:

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#### List of Annexes:

Annex A – Statement of Work

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- Annex C Security Requirements Check List
- Annex D Non-Disclosure Certification



# 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 insurance that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist and Non-Disclosure Certification.

#### 1.2 Summary

1.2.1 Environment and Climate Change Canada (ECCC) has a need to obtain English to French and French to English translation services, proofreading and revision of Environment and Climate Change Canada (ECCC) documents, upon request, for the Horizontal Policy, Engagement and Coordination Directorate of ECCC as detailed in the Statement of Work, Annex A to the bid solicitation.

It is intended to result in the award of one (1) contract from contract award date to March **31**, **2025**. Any resulting contract will include an irrevocable option to extend the resulting contract term by up to four (4) additional one (1) year periods under the same conditions.

1.2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website".



- 1.2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.
- 1.2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 1.2.5 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

#### 1.3 Debriefings

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



# **PART 2 - BIDDER INSTRUCTIONS**

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

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

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

The 2003 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under "Text" at 02:

Delete: "Procurement Business Number" Insert: "Deleted"

**At Section 02 Procurement Business Number** 

Delete: In its entirety Insert: "Deleted"

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

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

#### At Section 06 Late Bids:

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

#### At Section 07 Delayed Bids:

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

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

Delete: In its entirety

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

Delete: In their entirety Insert: "Deleted"

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

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

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

**Delete:** In its entirety



Insert: "Deleted"

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

**Delete:** "sixty (60) days" **Insert:** "one hundred and twenty (120) days"

#### 2.2 SACC Manual Clauses

A7035T (2007-05-25), List of Proposed Subcontractors

#### 2.3 Submission of Bids

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

#### 2.4 Former Public Servant – Competitive Bid

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

#### Definitions

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

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

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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to



the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension</u> <u>Continuation Act</u> 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, , 1970, c.R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members</u> <u>of Parliament Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c.C-8.

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

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

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

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

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

#### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

#### 2.5 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **five (5) 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.

#### 2.6 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.

#### 2.7 Improvement of Requirement During Solicitation Period

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

#### 2.8 Bid Challenge and Recourse Mechanisms

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



# **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 3.1. Bid Preparation Instructions

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

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

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

#### Electronic submission of bids

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

| Email Address:       | soumissionsbids@ec.gc.ca |
|----------------------|--------------------------|
| Attention:           | Michel Larivière         |
| Solicitation Number: | 5000081764               |

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

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

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

#### Section I: Technical Bid

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

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



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

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

#### Section II: Financial Bid

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

#### Section III: Certifications

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

#### Section IV: Additional Information

#### 3.1.5 Bidder's Proposed Site or Premises Requiring Safeguard Measures

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

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



# **ATTACHMENT 1 TO PART 3**

### FINANCIAL BID PRESENTATION SHEET

#### **Financial Proposal**

- a) The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid. Prices and rates must only appear in the Financial Bid and in no other part of the bid.
- b) The Bidder must enter the all-inclusive\* per-word rate for each category of service to be assigned to the work.
- c) The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.
- d) The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

|    | Translation and proofreading revision                                                                                                                                                         | Volumetric<br>Data per-word<br>(Estimated level of<br>effort) | All-inclusive*<br>per-word rate<br>(in Cdn dollars) | <b>Total</b><br>(in Cdn dollars)                  |  |  |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------|--|--|
|    |                                                                                                                                                                                               | Α                                                             | В                                                   | C = A x B                                         |  |  |
| 1. | Initial Contract Period – Contract award to Ma                                                                                                                                                | rch 31, 2025                                                  |                                                     |                                                   |  |  |
| 1a | Translation services during regular business hours (8:00 am ET to 5:00 pm ET)                                                                                                                 | 150,000                                                       | <br>bidder to<br>complete>                          | \$_ <bidder complete="" to=""></bidder>           |  |  |
| 1b | Translation services outside business hours<br>(before 8:00 am ET and after 5:00 pm ET, on weekdays,<br>including weekends and, in exceptional circumstances,<br>statutory holidays)          | 100,000                                                       | <br>sbidder to<br>complete>                         | \$_ <bidder to<br="">complete&gt;</bidder>        |  |  |
| 1c | Urgent or Rush requests                                                                                                                                                                       | 80,0000                                                       | <bidder complete="" to=""></bidder>                 | <pre>\$_<bidder complete="" to=""></bidder></pre> |  |  |
| 1d | Proofreading revision during regular business<br>hours (8:00 am ET to 5:00 pm ET)                                                                                                             | 150,000                                                       | <bidder complete="" to=""></bidder>                 | \$_ <bidder complete="" to=""></bidder>           |  |  |
| 1e | Proofreading revision outside regular business<br>hours (before 8:00 am ET and after 5:00 pm ET, on<br>weekdays, including weekends and, in exceptional<br>circumstances, statutory holidays) | 100,000                                                       | <br><br>complete>                                   | \$_ <bidder to<br="">complete&gt;</bidder>        |  |  |
| 1f | Urgent or rush proofreading revision                                                                                                                                                          | 80,000                                                        | <bidder complete="" to=""></bidder>                 | \$_ <bidder to<br="">complete&gt;</bidder>        |  |  |
|    | Total for the Initial Contract Period\$_ <bidder th="" to<="">(sum of 1a to 1f)complete&gt;</bidder>                                                                                          |                                                               |                                                     |                                                   |  |  |
| 2. | 2. Option Period 1 (from April 01, 2025, to March 31, 2026)                                                                                                                                   |                                                               |                                                     |                                                   |  |  |
| 2a | Translation services during regular business<br>hours (8:00 am ET to 5:00 pm ET)                                                                                                              | 100,000                                                       | <bidder complete="" to=""></bidder>                 | \$_ <bidder complete="" to=""></bidder>           |  |  |

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|    | Translation and proofreading revision                                                                                                                                                         | Volumetric<br>Data per-word<br>(Estimated level of<br>effort) | All-inclusive*<br>per-word rate<br>(in Cdn dollars) | <b>Total</b><br>(in Cdn dollars)                          |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------------|
|    |                                                                                                                                                                                               | Α                                                             | В                                                   | C = A x B                                                 |
| 2b | Translation services outside business hours<br>(before 8:00 am ET and after 5:00 pm ET, on weekdays,<br>including weekends and, in exceptional circumstances,<br>statutory holidays)          | 80,000                                                        | <br><br>complete>                                   | \$_ <bidder to<br="">complete&gt;</bidder>                |
| 2c | Urgent or Rush requests                                                                                                                                                                       | 50,000                                                        | <bidder to<br="">complete&gt;</bidder>              | <pre>\$_<bidder complete="" to=""></bidder></pre>         |
| 2d | Proofreading revision during regular business<br>hours (8:00 am ET to 5:00 pm ET)                                                                                                             | 100,000                                                       | <br>bidder to<br>complete>                          | \$_ <bidder complete="" to=""></bidder>                   |
| 2e | Proofreading revision outside regular business<br>hours (before 8:00 am ET and after 5:00 pm ET, on<br>weekdays, including weekends and, in exceptional<br>circumstances, statutory holidays) | 80,000                                                        | <br>bidder to<br>complete>                          | \$_<br>bidder to complete>                                |
| 2f | Urgent or rush proofreading revision                                                                                                                                                          | 50,000                                                        | <bidder complete="" to=""></bidder>                 | <pre>\$_<bidder complete="" to=""></bidder></pre>         |
|    |                                                                                                                                                                                               |                                                               | ption Period 1<br>sum of 2a to 2f)                  | <pre>\$_<bidder complete<="" pre="" to=""></bidder></pre> |
| 3. | Option Period 2 (from April 01, 2026, to March                                                                                                                                                | 31, 2027)                                                     |                                                     |                                                           |
| За | Translation services during regular business<br>hours (8:00 am ET to 5:00 pm ET)                                                                                                              | 100,000                                                       | <br>bidder to<br>complete>                          | <pre>\$_<bidder complete="" to=""></bidder></pre>         |
| 3b | Translation services outside business hours<br>(before 8:00 am ET and after 5:00 pm ET, on weekdays,<br>including weekends and, in exceptional circumstances,<br>statutory holidays)          | 80,000                                                        | <br>bidder to<br>complete>                          | \$_ <bidder complete="" to=""></bidder>                   |
| 3c | Urgent or Rush requests                                                                                                                                                                       | 50,000                                                        | <bidder complete="" to=""></bidder>                 | <pre>\$_<bidder complete="" to=""></bidder></pre>         |
| 3d | Proofreading revision during regular business<br>hours (8:00 am ET to 5:00 pm ET)                                                                                                             | 100,000                                                       | <br>bidder to complete>                             | <pre>\$_<bidder complete="" to=""></bidder></pre>         |
| 3e | Proofreading revision outside regular business<br>hours (before 8:00 am ET and after 5:00 pm ET, on<br>weekdays, including weekends and, in exceptional<br>circumstances, statutory holidays) | 80,000                                                        | <br><i>der to</i><br><i>complete&gt;</i>            | \$_ <bidder complete="" to=""></bidder>                   |
| 3f | Urgent or rush proofreading revision                                                                                                                                                          | 50,000                                                        | <bidder complete="" to=""></bidder>                 | \$_ <bidder complete="" to=""></bidder>                   |
|    |                                                                                                                                                                                               |                                                               | ption Period 2<br>um of 3a to 3f)                   | <pre>\$_<bidder complete<="" pre="" to=""></bidder></pre> |
| 4. | Option Period 3 (from April 01, 2027, to March                                                                                                                                                | 31, 2028)                                                     |                                                     |                                                           |
| 4a | Translation services during regular business<br>hours (8:00 am ET to 5:00 pm ET)                                                                                                              | 100,000                                                       | <br><br>complete>                                   | \$_ <bidder complete="" to=""></bidder>                   |
| 4b | Translation services outside business hours<br>(before 8:00 am ET and after 5:00 pm ET, ion weekdays,<br>including weekends and, in exceptional circumstances,<br>statutory holidays)         | 80,000                                                        | <br><i>complete&gt;</i>                             | \$_ <bidder complete="" to=""></bidder>                   |
| 4c | Urgent or Rush requests                                                                                                                                                                       | 50,000                                                        | <br><br>complete>                                   | <pre>\$_<bidder complete="" to=""></bidder></pre>         |
| 4d | Proofreading revision during regular business<br>hours (8:00 am ET to 5:00 pm ET)                                                                                                             | 100,000                                                       | <br>bidder to<br>complete>                          | <pre>\$_<bidder complete="" to=""></bidder></pre>         |

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|    | Translation and proofreading revision                                                                                                                                                         | Volumetric<br>Data per-word<br>(Estimated level of<br>effort) | All-inclusive*<br>per-word rate<br>(in Cdn dollars) | <b>Total</b><br>(in Cdn dollars)                          |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------------|
|    |                                                                                                                                                                                               | Α                                                             | В                                                   | C = A x B                                                 |
| 4e | Proofreading revision outside regular business<br>hours (before 8:00 am ET and after 5:00 pm ET, on<br>weekdays, including weekends and, in exceptional<br>circumstances, statutory holidays) | 80,000                                                        | <br><br>complete>                                   | \$_ <bidder to<br="">complete&gt;</bidder>                |
| 4f | Urgent or rush proofreading revision                                                                                                                                                          | 50,000                                                        | <br>bidder to complete>                             | \$_ <bidder complete="" to=""></bidder>                   |
|    |                                                                                                                                                                                               |                                                               | ption Period 3<br>sum of 4a to 4f)                  | <pre>\$_<bidder complete<="" pre="" to=""></bidder></pre> |
| 5. | Option Period 4 (from April 01, 2028, to March                                                                                                                                                | 31, 2029)                                                     |                                                     |                                                           |
| 5a | Translation services during regular business<br>hours (8:00 am ET to 5:00 pm ET)                                                                                                              | 100,000                                                       | <br>bidder to<br>complete>                          | \$_ <bidder complete="" to=""></bidder>                   |
| 5b | Translation services outside business hours<br>(before 8:00 am ET and after 5:00 pm ET, on weekdays,<br>including weekends and, in exceptional circumstances,<br>statutory holidays)          | 100,000                                                       | <br><br>complete>                                   | \$_ <bidder complete="" to=""></bidder>                   |
| 5c | Urgent or Rush requests                                                                                                                                                                       | 17,500                                                        | <bidder complete="" to=""></bidder>                 | <pre>\$_<bidder complete="" to=""></bidder></pre>         |
| 5d | Proofreading revision during regular business<br>hours (8:00 am ET to 5:00 pm ET)                                                                                                             | 100,000                                                       | <br>bidder to<br>complete>                          | <pre>\$_<bidder complete="" to=""></bidder></pre>         |
| 5e | Proofreading revision outside regular business<br>hours (before 8:00 am ET and after 5:00 pm ET, on<br>weekdays, including weekends and, in exceptional<br>circumstances, statutory holidays) | 100,000                                                       | <br><br>complete>                                   | \$_ <bidder to<br="">complete&gt;</bidder>                |
| 5f | Urgent or rush proofreading revision                                                                                                                                                          | 17,500                                                        | <br><br>complete>                                   | \$_ <bidder to<br="">complete&gt;</bidder>                |
|    | <pre>\$_<bidder complete<="" pre="" to=""></bidder></pre>                                                                                                                                     |                                                               |                                                     |                                                           |
|    |                                                                                                                                                                                               |                                                               |                                                     |                                                           |
|    | <pre>\$_<bidder complete<="" pre="" to=""></bidder></pre>                                                                                                                                     |                                                               |                                                     |                                                           |
|    | %_ <bidder complete<="" td="" to=""></bidder>                                                                                                                                                 |                                                               |                                                     |                                                           |
|    |                                                                                                                                                                                               | (Insert the appl                                              | icable amount)                                      | <pre>\$_<bidder complete<="" pre="" to=""></bidder></pre> |

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



# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1. Evaluation Procedures

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

#### 4.2. Technical Evaluation

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

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

#### 4.3. Financial Evaluation

#### 4.3.1 Evaluation of Price

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

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

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

#### 4.4 Basis of Selection – Highest Combined Rating of Technical Merit [70%] and Price [30%]

#### 4.4.1 **To be declared responsive, a bid must:**

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory criteria;
- (c) obtain the required minimum points specified for each criterion for the technical evaluation; and
- (d) obtain the required minimum of **60 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **100 points**
- 4.4.2 Bids not meeting 4.4.1 (a) or (b) or (c) and (d) will be declared non-responsive.
- 4.4.3 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.

- 4.4.4 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%**.
- 4.4.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **30%**.
- 4.4.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.4.7 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.
- 4.4.8 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 the technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

| Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%) |                          |                      |                     |                     |  |  |
|---------------------------------------------------------------------------------------|--------------------------|----------------------|---------------------|---------------------|--|--|
|                                                                                       |                          | Bidder 1             | Bidder 2            | Bidder 3            |  |  |
| Overall Tech                                                                          | nnical Score             | 115/135              | 89/135              | 92/135              |  |  |
| Bid Evaluated Price                                                                   |                          | \$55,000.00          | \$50,000.00         | \$45,000.00         |  |  |
| Calculations                                                                          | Technical<br>Merit Score | 115/135 x 70 = 59.63 | 89/135 x 70 = 46.15 | 92/135 x 70 = 47.70 |  |  |
| Calculations                                                                          | Pricing<br>Score         | 45/55 x 30 = 24.55   | 45/50 x 30 = 27.00  | 45/45 x 30 = 30.00  |  |  |
| Combined Rating                                                                       |                          | 84.18                | 73.15               | 77.70               |  |  |
| Overall Rating                                                                        |                          | 1 <sup>st</sup>      | 3 <sup>rd</sup>     | 2 <sup>nd</sup>     |  |  |

### ATTACHMENT 1 TO PART 4

#### MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA

#### Technical Mandatory Criteria

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

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

| Criterion<br>no. | Mandatory Criteria                                                                                                                                                                                                                                                                                                                                                              | Met/<br>Not Met | <b>Bid reference</b> (indicate page #) |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------------------|
| M1               | The Bidder must provide a written description outlining how the Bidder will deliver<br>English-to-French and French-to-English translation services as described in the<br>statement of work. This includes:                                                                                                                                                                    |                 |                                        |
|                  | <ul> <li>a. quality assurance services for texts translated, including proofreading and</li> <li>b. revision to improve the quality and accuracy of the translation, and</li> <li>c. standardization across document(s) of technical terms.</li> </ul>                                                                                                                          |                 |                                        |
|                  | The written description must be less than three (3) pages using a paper size letter format (8.5 x 11")                                                                                                                                                                                                                                                                          |                 |                                        |
| M2               | <ul> <li>The Bidder must demonstrate at least five (5) years of experience, within the past ten (10) years of the bid closing date, providing English-to-French translation services on:</li> <li>a. public facing reports and publications, and</li> <li>b. to one or more science- or environment-based departments, agencies or organizations, or funding bodies.</li> </ul> |                 |                                        |
|                  | To demonstrate this, the Bidder must present a table listing five (5) projects that substantiate the above experience. These projects must include the following information:                                                                                                                                                                                                   |                 |                                        |



| Criterion<br>no. | Mandatory Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Met/<br>Not Met | Bid reference<br>(indicate page #) |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------------------|
|                  | <ul> <li>(i) Duration of experience providing services to one or more science or<br/>environment policy-based departments, agencies or organizations or funding<br/>bodies in Canada's public sector (at the federal, provincial, territorial or<br/>municipal level);</li> <li>(ii) Type of organization: Private Sector, Crown Corporations, Governments,<br/>and/or non-profit organizations, etc were provided to;</li> <li>(iii) Award Date and Closing Date (including option periods);</li> <li>(iv) Description of project;</li> <li>(v) Value of the Contract (Tax included); and</li> <li>(vi) Numbers of public facing translated products.</li> </ul> |                 |                                    |
| M3               | <ul> <li>The Bidder must provide two (2) projects demonstrating their experience in processing three (3) simultaneously projects and on independent timelines. Each project must include the following:</li> <li>a. Translation services outside business hours.</li> <li>b. Adaptation in shifting timelines as requested by the Technical/Project Authority.</li> <li>c. Providing surge capacity.</li> </ul>                                                                                                                                                                                                                                                   |                 |                                    |

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

Bids that meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids, which fail to obtain the required minimum number of points specified per criterion and overall, will be declared non-responsive. Each point rated technical criterion should be addressed separately.

| Criteri<br>a # | Rated Criteria                                                                                                                                                                                                     | Maximum<br>Points | Minimum<br>Points<br>Required | Points<br>Awarded | Cross<br>Reference to<br>Proposal<br>(indicate page #) |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------|-------------------|--------------------------------------------------------|
| R1             | Using project description, the Bidder experience within the last 10 years of bid closing date, in providing English-to-French and French-to-English translation services. Each project must include the following: | 20<br>points      | 12<br>points                  |                   |                                                        |



| Criteri<br>a # | Rated Criteria                                                                                                                                                                                                                            | Maximum<br>Points | Minimum<br>Points<br>Required | Points<br>Awarded | Cross<br>Reference to<br>Proposal<br>(indicate page #) |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------|-------------------|--------------------------------------------------------|
|                | (i) Translation services outside business hours;                                                                                                                                                                                          |                   |                               |                   |                                                        |
|                | <ul> <li>(ii) Adaptation in shifting timelines as requested from the<br/>Technical/Project Authority; and</li> </ul>                                                                                                                      |                   |                               |                   |                                                        |
|                | (iii) Providing surge capacity.                                                                                                                                                                                                           |                   |                               |                   |                                                        |
|                | For each project listed, the Bidder must provide:                                                                                                                                                                                         |                   |                               |                   |                                                        |
|                | (a) Name of the client organization                                                                                                                                                                                                       |                   |                               |                   |                                                        |
|                | (b) Client contact name and phone number and/or email address                                                                                                                                                                             |                   |                               |                   |                                                        |
|                | (c) Start and end dates (month-year format)                                                                                                                                                                                               |                   |                               |                   |                                                        |
|                | (d) Brief description                                                                                                                                                                                                                     |                   |                               |                   |                                                        |
|                | Points allocation:<br>- 4 pts per year of experience to a maximum of 20 pts.<br>- Minimum points required: 12 pts.                                                                                                                        |                   |                               |                   |                                                        |
| R2             | Using project description, the Bidder experience within the last 10 years of bid closing date, to translate English-to French and French-to-<br>English text on visual element (including graphs, diagrams, and illustrations as needed). | 20<br>points      | 12<br>points                  |                   |                                                        |
|                | For each project listed, the Bidder must provide:                                                                                                                                                                                         |                   |                               |                   |                                                        |
|                | (a) Name of the client organization                                                                                                                                                                                                       |                   |                               |                   |                                                        |
|                | (b) Client contact name and phone number and/or email address                                                                                                                                                                             |                   |                               |                   |                                                        |
|                | (c) Start and end dates (month-year format)                                                                                                                                                                                               |                   |                               |                   |                                                        |
|                | (d) Brief description                                                                                                                                                                                                                     |                   |                               |                   |                                                        |
|                | Points allocation:<br>- 4 pts per year of experience to a maximum of 20 pts.                                                                                                                                                              |                   |                               |                   |                                                        |



| Criteri<br>a # | Rated Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Maximum<br>Points | Minimum<br>Points<br>Required | Points<br>Awarded | Cross<br>Reference to<br>Proposal<br>(indicate page #) |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------|-------------------|--------------------------------------------------------|
|                | - Minimum points required: 12 pts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |                               |                   |                                                        |
| R3             | Using project description, the Bidder experience within the last 10<br>years of bid closing date, translating and validating:<br>a) government specific terminology (ex: names of programs,<br>policies, regulations, and legislation), <u>and</u><br>b) technical vocabulary related to climate change.<br>For each project listed, the Bidder must provide:<br>(a) Name of the client organization<br>(b) Client contact name and phone number and/or email address<br>(c) Start and end dates (month-year format)<br>(d) Brief description<br>Points allocation:<br>- 4 pts per year of experience to a maximum of 20 pts. | 20<br>points      | 12<br>points                  |                   |                                                        |
|                | - Minimum points required: 12 pts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |                               |                   |                                                        |
| R4             | Using project description, Bidder experience within the last 10 years of bid closing date, translating texts related to climate change and/or environment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 20<br>points      | 12<br>points                  |                   |                                                        |
|                | For each project listed, the Bidder must provide:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                   |                               |                   |                                                        |
|                | (a) Name of the client organization                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                   |                               |                   |                                                        |
|                | (b) Client contact name and phone number and/or email address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                   |                               |                   |                                                        |
|                | (c) Start and end dates (month-year format)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                   |                               |                   |                                                        |
|                | (d) Brief description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                   |                               |                   |                                                        |
|                | Points allocation:<br>- 4 pts per year of experience to a maximum of 20 pts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                   |                               |                   |                                                        |



| Criteri<br>a # | Rated Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Maximum<br>Points | Minimum<br>Points<br>Required | Points<br>Awarded | Cross<br>Reference to<br>Proposal<br>(indicate page #) |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------|-------------------|--------------------------------------------------------|
|                | - Minimum points required: 12 pts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |                               |                   |                                                        |
| R5             | <ul> <li>Using project description, the Bidder experience within the last 10 years of bid closing date, to provide rush* English-to French and French-to-English translation services. Each project must include: <ul> <li>a. The circumstance that it triggers a rush request;</li> <li>b. The number of resources that were in place to meet the surge capacity request; and</li> <li>c. How it was handled.</li> </ul> </li> <li>* Rush is defined as a turnaround time of less than a 24-hour.</li> <li>For each project listed, the Bidder must provide: <ul> <li>(a) Name of the client organization</li> <li>(b) Client contact name and phone number and/or email address</li> <li>(c) Start and end dates (month-year format)</li> <li>(d) Brief description</li> </ul> </li> <li>Points allocation: <ul> <li>4 pts per year projects to a maximum of 20 pts.</li> </ul> </li> </ul> | 20<br>points      | 12<br>points                  |                   |                                                        |
|                | - Minimum points required: 12 pts.<br>Overall Total Maximum Points (R1 to R5)<br>Overall Minimum Passing Mark Required (R1 to R5)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                   | Total<br>Points<br>Awarded    |                   |                                                        |



# PART 5 – CERTIFICATIONS

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

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

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

#### 5.1. Certifications Required Precedent to Contract Award

#### 5.1.1 Integrity Provisions - Associated Information

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

#### 5.1.2. Federal Contractors Program for Employment Equity - Bid Certification

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 <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> website (https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors.html).

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

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

#### 5.2.1. Status and Availability of Resources

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



provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

#### 5.2.2. Education and Experience

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



## PART 6 – SECURITY

#### 6.1. Security Requirement

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



# PART 7 - RESULTING CONTRACT

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

Title: (ECCC to insert at contract award)

#### 7.1 Statement of Work

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

#### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

2035 (2022-12-01), General Conditions – Higher Complexity - Services, as modified below, apply to and form part of the Contract.

#### 7.2.2 Specific Person(s)

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

#### 7.2.3 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed nondisclosure agreement, attached at Annex D and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

#### 7.3. Security Requirement

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



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

#### 7.3.2 Contractor's Site or Premises Requiring Safeguard Measures

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

*(insert the below information only at contract award)* Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

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

#### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2025 inclusive.

#### 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 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 ten (10) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 7.4.3 Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor



agrees that Canada may, at its discretion, extend the Contract by a period of one month under the same conditions to ensure the required transition. 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.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 7 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

#### 7.5 Authorities (ECCC to complete the below info at contract award)

#### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

| Name:    |         |             |            |
|----------|---------|-------------|------------|
| Title:   |         | _           |            |
| Environm | ent and | Climate Cha | nge Canada |
|          |         | Contracting |            |
| Address: |         | C C         |            |
|          |         |             |            |

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

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

#### 7.5.2 Technical Authority

The Technical Authority for the Contract is:

| _ |
|---|
|   |
|   |
|   |
|   |

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

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

#### 7.5.3 **Project Authority**



The Project Authority for the Contract is:

| Name:<br>Title: |   |
|-----------------|---|
| Organization:   | - |
| Address:        |   |

| Telephone: _    | <br><b>-</b> |  |
|-----------------|--------------|--|
| 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.

#### 7.5.4 Contractor's Representative

| Name:<br>Title <i>:</i>                       |  |
|-----------------------------------------------|--|
| (Legal & Operating Company Name):<br>Address: |  |

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

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

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

#### 7.7 Payment

#### 7.7.1 Basis of Payment – Fixed unit rate

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (ECCC will *insert the amount at contract award*). Customs duties are included, and Applicable Taxes are extra.

#### 7.7.2 Limitation of expenditure

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

whichever comes first.

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

#### 7.7.3 Method of Payment – Monthly Payment

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

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

#### 7.8 Invoicing Instructions

- 7.8.1 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.
- 7.8.2 Invoices must be distributed as follows:

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

#### 7.9 Certifications and Additional Information

#### 7.9.1 Compliance

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



# 7.10 Applicable Laws

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

### 7.11 **Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2022-12-01), Higher Complexity Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List; and
- (f) the Contractor's bid dated \_\_\_\_\_, (ECCC to insert date of bid) or (If the bid was clarified or amended, ECCC to insert at the time of contract award), as clarified on \_\_\_\_\_ (or), as amended on \_\_\_\_\_ (and insert date(s) of clarification(s) or amendment(s)).

#### 7.12 Insurance

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

#### 7.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<u>Dispute Resolution</u>".



# ANNEX A

# STATEMENT OF WORK

# 1. TITLE

Translation Services for Climate Change Reports and Related Products

#### 2. **REQUIREMENT**

English to French and French to English translation services, proofreading and revision of Environment and Climate Change Canada (ECCC) texts documents services, upon request, for the Horizontal Policy, Engagement and Coordination Directorate of ECCC.

#### 3. BACKGROUND

#### 3.1. Objective

3.1.1 The Horizontal Policy, Engagement and Coordination Directorate of Environment and Climate Change Canada (ECCC) requires English to French and French to English translation services (including quality assurance as per section 6.2) for climate change reports, at times delivered within tight deadlines, on an as-and-when-required basis. Translations must reflect the tone, style, and terminology used in the original text.

#### 3.2. Background

- 3.2.1 The Horizontal Policy, Engagement and Coordination Directorate of ECCC will produce at least one major climate change report annually until 2030, in accordance with the *Canadian Net-Zero Emissions Accountability Act* and the Paris Agreement. Many of these reports will either be submitted to the United Nations or tabled in Parliament, and published on the Canada.ca website shortly thereafter.
- 3.2.2 In accordance with Canada's *Official Languages Act*, these documents must be published in English and French at the same time, with all translations consistent with the tone and quality of original Government of Canada text.
- 3.2.3 Recent and similar documents published have included <u>Canada's Eighth National</u> <u>Communication and Fifth Biennial Report</u>, the <u>2030 Emissions Reduction Plan</u>, and the <u>2023</u> <u>Progress Report on the 2030 Emissions Reduction Plan</u>.

#### 4. DOCUMENTS

#### 4.1. Nature of texts to be translated

- 4.1.1 The texts to be translated generally deal with: climate change; federal, provincial, and territorial government environmental policies, programs, and regulations; Indigenous climate leadership; greenhouse gas emissions; and, environmental science.
- 4.1.2 The texts will have a variety of common and technical terminology. It is important that translations are consistent with existing ECCC reports.

#### 4.2. **Reference documents**



4.2.1 The Technical Authority will provide the Contractor with access, where possible, to previously translated text and/or other reference material related to the document to be translated, proofread, or edited and revised, such as annual reports or translation glossaries, to ensure consistency of terminology.

#### 4.3. **Deliverables**

4.3.1 The table below provides a list of planned climate change reports and publications that will require translation:

| Publication title                                                                                             | Expected deadline                                               | Estimated Number of words |  |  |  |  |
|---------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|---------------------------|--|--|--|--|
| Fiscal Year 2024-25 award date to March 31, 2025                                                              |                                                                 |                           |  |  |  |  |
| 2035 Emissions Target High-Level<br>Description                                                               | December 1, 2024                                                | 26,000 words              |  |  |  |  |
| Canada's First Biennial<br>Transparency Report                                                                | December 31, 2024                                               | 217,500 words             |  |  |  |  |
| Clean growth & Climate change<br>tables with Indigenous partners –<br>annual reports and meeting<br>materials | Spring 2025                                                     | 37,500 words              |  |  |  |  |
| Response to Net Zero Advisory<br>Body's Annual Report (2025)                                                  | Spring 2025                                                     | 50,000 words              |  |  |  |  |
| Option 1 - Fiscal Year 2025-26 Ap                                                                             | ril 1, 2025, to March 3 <sup>-</sup>                            | 1, 2026                   |  |  |  |  |
| 2025 Progress Report on the 2030<br>Emissions Reduction Plan                                                  | December 31, 2025                                               | 141,500 words             |  |  |  |  |
| Response to Net Zero Advisory<br>Body's Annual Report (2026)                                                  | Spring 2026                                                     | 50,000 words              |  |  |  |  |
| Clean growth & Climate change<br>tables with Indigenous partners –<br>annual reports and meeting<br>materials | Spring 2026                                                     | 37,500 words              |  |  |  |  |
| Option 2 - Fiscal Year 2026-27 Ap                                                                             | ril 1, 2026, to March 3 <sup>-</sup>                            | 1, 2027                   |  |  |  |  |
| Canada's Second Biennial<br>Transparency Report                                                               | December 31, 2026                                               | 217,500 words             |  |  |  |  |
| Response to Net Zero Advisory<br>Body's Annual Report (2027)                                                  | Spring 2027                                                     | 50,000 words              |  |  |  |  |
| Clean growth & Climate change<br>tables with Indigenous partners –<br>annual reports and meeting<br>materials | Spring 2027                                                     | 37,500 words              |  |  |  |  |
| Option 3 - Fiscal Year 2027-28 Ap                                                                             | Option 3 - Fiscal Year 2027-28 April 1, 2027, to March 31, 2028 |                           |  |  |  |  |
| 2027 Progress Report on the 2030<br>Emissions Reduction Plan                                                  | December 31, 2027                                               | 141,500 words             |  |  |  |  |
| Response to Net Zero Advisory<br>Body's Annual Report (2028)                                                  | Spring 2028                                                     | 50,000 words              |  |  |  |  |



| Clean growth & Climate change<br>tables with Indigenous partners –<br>annual reports and meeting<br>materials<br>Option 4 - Fiscal Year 2028-29 Ap | Spring 2028       | 37,500 words  |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------|
| Canada's Third Biennial<br>Transparency Report                                                                                                     | December 31, 2028 | 217,500 words |

- 4.3.2 Each publication listed above may have additional supporting documents that also require translation (e.g., briefing PowerPoints, speaking notes, etc.).
- 4.3.3 There may be additional documents unrelated to the above publications that also require translation from English to French or from French to English.
- 4.3.4 All completed translations are subject to inspection and acceptance by the Technical Authority or his/her delegated representative.
- 4.3.5 Translations deemed to be unacceptable by the Technical Authority or his/her delegated representative and thus not meeting the quality assurance requirement described in section 6.2 of this Statement of work must be corrected by the Contractor within the time frame prescribed by the Technical Authority or his/her delegated representative.

#### 5. **DEFINITIONS**

- 5.1 "<u>Regular business hours</u>": are defined as 8:00 am 5:00 pm ET.
- 5.2 "Outside business hours": are defined as any work request before 8:00 am and after 5:00 pm ET, on weekdays, including weekends and, in exceptional circumstances\*, statutory holidays.

\* Example of an "exceptional circumstance" would be: if the Technical or Project Authority receive content for translation the Friday before a long weekend and the translation is needed on Tuesday if the Monday is a statutory holiday.

- 5.3 "<u>Urgent" or "Rush</u>": are defined as a turnaround rate of less than a 24-hour turnaround. The application of a "rush rate" must be approved by the Technical Authority prior to the completion of the specific translation project.
- 5.4 "<u>Translation project</u>": refers to a standalone text submitted by the Technical Authority to the Contractor for translation and/or quality assurance review as per section 6.2. Each individual submission by the Technical Authority is considered an independent translation project.

**NOTE**: All translation projects will be invoiced using the a per-word rate specified in Annex "B" based on the number of words in the original text and whether the deadline requested by the Technical Authority triggered the "rush rate". The word count will be determined by the Technical Authority using the Microsoft Suite Statistics tool.



5.5 "<u>Word count</u>": is defined by the total number of words determined by counting the text and the words in the visuals.

#### 6 DESCRIPTION OF REQUIREMENTS

#### 6.1 Scope of work

- 6.1.1 The Contractor shall, on an as-and-when-required basis and to the satisfaction of the Technical Authority, provide English to French and French to English translation services, including quality assurance as per section 6.2. The frequency and volume of work may vary. Based on previous annual reporting cycles, the highest translation volume is expected between the months of August and November.
- 6.1.2 The Contractor shall, on an as-and-when-required basis and to the satisfaction of the Technical Authority, provide quality assurance services as per section 6.2 for texts translated by ECCC, including proofreading and revision to improve the quality and accuracy of the translation.
- 6.1.3 The Contractor must have to process multiple translation projects simultaneously and on independent timelines, as well as outside regular business hours.
- 6.1.4 In processing text for translation, the Contractor must:
  - 6.1.4.1 Translate all text and document elements provided, including tables, graphics, and illustrations, unless otherwise specified.
  - 6.1.4.2 Complete all translations and/or edits using a style and level of language that is consistent with the nature and end-use of the document.
  - 6.1.4.3 Reference previously published material (such as the <u>2030 Emission Reduction Plan</u>, <u>2023 ERP Progress Report</u>, the <u>Canadian Net-Zero Emissions Accountability Act</u> and other published Government of Canada reports to validate the consistency of government-specific terminology, particularly the names of programs, policies, regulations, and legislation.
  - 6.1.4.4 Review all translations for quality and accuracy, ensuring that the meaning of the translated version matches that of the original in all aspects, including proper terminology.
- 6.1.5 In reviewing a translation for quality assurance as per section 6.2 prior to delivery, the Contractor must:
  - 6.1.5.1 Compare the translated text with the original text to ensure the translation's overall meaning and terminology is consistent with the original.
  - 6.1.5.2 Ensure that the text has been translated according to the Technical Authority's instructions, including translation of graphics and tables included in the original document, and using reference material provided by the Technical Authority.
  - 6.1.5.3 Reference previously published material (such as the <u>2030 Emission Reduction Plan</u>, <u>2023 ERP Progress Report</u>, the <u>Canadian Net-Zero Emissions Accountability Act</u> and

other published Government of Canada reports to validate the consistency of government-specific terminology, particularly the names of programs, policies, regulations, and legislation.

6.1.6 Upon request of the Technical Authority, the Contractor must help facilitate virtual meetings between the translator(s) and ECCC author(s) to discuss the text and translation needs – these meetings will be used to provide specific instructions, feedback, and overall clarity on the translation requirements.

#### 6.2 Quality Assurance

The Work delivered must meet the following quality assurance criteria and be deemed satisfactory by the Technical Authority:

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

#### 6.2.5 ACCURACY

- a. Mistranslation;
- b. Shift in meaning;
- c. Omission;
- d. Addition;
- e. Ambiguity;
- f. Illogical rendering;
- g. Lack of clarity;
- h. Improper use of terminology.
- 6.2.6 LANGUAGE

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- a. Syntax (improper sentence structure);
- b. Calque (expression from one language adopted by another in a more or less literally translated form);
- c. Overtranslation/undertranslation;
- d. Incorrect use of prepositions, conjunctions, adverbs, pronouns;
- e. Grammar (lack of agreement, improper verb use);
- f. Usage, including:
  - Faulty usage: (i)
  - (ii) Gallicisms (words or phrases borrowed from French);
  - (iii) Incorrect collocation;
  - (iv) Barbarism (language error where a non-standard or an incorrect word is used):
  - (v) Improper choice of words or expressions;
  - (vi) Typography (failure to comply with typographical conventions, punctuation and capitalization rules, typos, errors in figures).

#### 6.2.7 STYLE AND ADAPTATION

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

#### 6.2.8 OFFICIAL TITLES AND TERMINOLOGY. Faulty usage:

- a. Official titles:
- b. Acronyms;
- c. Terminology;
- d. Client usage;
- e. Inconsistency.
- 6.2.9 FORMAT. Issues concerning:
  - a. Layout:
  - b. Alignment of paragraphs and titles:
  - c. The translation does not reflect the original with respect to tables, charts, table of contents, bibliography;
  - d. Incorrect hypertext links;
  - e. Consistency.

#### 6.3 **Receipt and delivery of work**

- 6.3.1 The Contractor must acknowledge receipt of any work request sent during regular business hours (8:00 am ET – 5:00 pm ET) within 1 hour of receiving the request or within 3 hours when received outside of business hours.
- 6.3.2 While the Technical Authority will make all efforts to avoid requiring services outside regular business hours, there may be circumstances where urgent translations are needed. In these circumstances, the Technical Authority will give as much advanced notice as possible, and the Contractor must have the capacity to respond and provide translation services outside regular business hours (including weekends).

- 6.3.3 If the Technical Authority's requested deadline will trigger a "rush/urgent rate", the Contractor must notify the Technical Authority immediately and wait for confirmation to proceed or modify the deadline before commencing translation.
- 6.3.4 There may be situations where the Technical Authority requests the Contractor to complete an in-progress translation project in a shorter amount of time than originally agreed upon. In the event that the Technical Authority requests to adjust the deadline for an in-progress translation project that the Contractor is actively working on, the Contractor will notify the Technical Authority of how much work remains to be completed and whether the adjusted deadline will trigger a "rush/urgent rate" for the remainder of the work. Work already completed will be expected to be bill at the rate initially approved by the Technical Authority.
- 6.3.5 Texts for translation will be sent by the Technical Authority to the Contractor via email and/or by courier services (at the expense of the Technical Authority), depending on the security level of the document.
- 6.3.6 Completed translations are to be returned to the Technical Authority in the same manner they were provided to the Contractor, i.e., via email and/or by courier services (at the expense of the Contractor).
- 6.3.7 The Contractor must deliver the finalized translation in the format, style, and layout of the original as provided, using the same software version for which the text was originally sent. All work must have the same font of the text to be translated and/or revised (with pagination and no handwritten corrections, unless agreed upon by both parties), and must be usable "as is," without any intervention by the Technical Authority. Usually, texts will be provided in Microsoft Word, PowerPoint, and Excel.

#### 7 DESCRIPTION OF REQUIREMENTS

#### 7.1 Role of the Technical Authority

- 7.1.1 The Technical Authority may appoint a sub-delegated representative to act as a Project Authority. The Technical Authority will notify the Contractor and provide the Project Authority's contact information as far in advance as possible.
- 7.1.2 During the period of the contract, the Technical Authority or sub-delegate will provide the Contractor with the following:
  - 7.1.2.1 Access, when possible, to previously translated text and/or other reference material related to the document to be translated, proofread, or edited and revised, such as annual reports or translation glossaries, to ensure consistency of terminology.
  - 7.1.2.2 Comments, revisions, and draft deliverables within a time frame mutually agreed upon as reasonable by the Contractor and the Environment and Climate Change Canada Technical Authority.
  - 7.1.2.3 Points of contact, when possible, with the original author(s) if clarification is needed.

#### 7.2 Official Languages

- 7.2.1 All reports must be completed in English or in French, as requested by the Technical or the Project Authority.
- 7.2.2 The department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the Technical or Project Authority. Written communications will be in the language(s) of the participants and must be submitted to the Department Representative before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

#### 7.3 Work location

All work will be conducted at the Contractor's location of work.

#### 7.4 Travel

Travel is not required to perform the work.

#### 7.5 Confidentiality

The documentation provided by the Technical Authority to the Contractor may be protected information, up to Protected B, and the Contractor will be expected to keep the information confidential until the public release of the report.

#### 7.6 Intellectual Property

ECCC will retain all intellectual property of the materials produced.



# ANNEX B

# **BASIS OF PAYMENT**

|    | Translation and proofreading revision                                                                                                                                                      | All-inclusive*<br>per-word rate<br>(in Cdn dollars) |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| 1. | Initial Contract Period – From Contract Award date to March 3 <sup>4</sup>                                                                                                                 | 1 <sup>st</sup> , 2025                              |
| 1a | Translation services during regular business hours<br>(8:00 am ET to 5:00 pm ET)                                                                                                           |                                                     |
| 1b | Translation services outside business hours<br>(before 8:00 am ET and after 5:00 pm ET, on weekdays, including weekends<br>and, in exceptional circumstances, statutory holidays)          |                                                     |
| 1c | Urgent or Rush requests                                                                                                                                                                    |                                                     |
| 1d | Proofreading revision during regular business hours<br>(8:00 am ET to 5:00 pm ET)                                                                                                          |                                                     |
| 1e | Proofreading revision outside regular business hours<br>(before 8:00 am ET and after 5:00 pm ET, on weekdays, including weekends<br>and, in exceptional circumstances, statutory holidays) |                                                     |
| 1f | Urgent or rush proofreading revision                                                                                                                                                       |                                                     |
|    |                                                                                                                                                                                            |                                                     |
| 2. | Option Period 1 – From April 01, 2025 to March 31 <sup>st</sup> , 2026                                                                                                                     |                                                     |
| 2a | Translation services during regular business hours<br>(8:00 am ET to 5:00 pm ET)                                                                                                           |                                                     |
| 2b | Translation services outside business hours<br>(before 8:00 am ET and after 5:00 pm ET, on weekdays, including weekends<br>and, in exceptional circumstance, statutory holidays)           |                                                     |
| 2c | Urgent or Rush requests                                                                                                                                                                    |                                                     |
| 2d | Proofreading revision during regular business hours<br>(8:00 am ET to 5:00 pm ET)                                                                                                          |                                                     |
| 2e | Proofreading revision outside regular business hours<br>(before 8:00 am ET and after 5:00 pm ET, on weekdays, including weekends<br>and, in exceptional circumstances, statutory holidays) |                                                     |
| 2f | Urgent or rush proofreading revision                                                                                                                                                       |                                                     |
|    |                                                                                                                                                                                            |                                                     |
| 3. | Option Period 2 – From April 01, 2026 to March 31 <sup>st</sup> , 2027                                                                                                                     |                                                     |
| 3a | Translation services during regular business hours (8:00 am ET to 5:00 pm ET)                                                                                                              |                                                     |
| 3b | Translation services outside business hours<br>(before 8:00 am ET and after 5:00 pm ET, on weekdays, including weekends<br>and, in exceptional circumstance, statutory holidays)           |                                                     |
| Зс | Urgent or Rush requests                                                                                                                                                                    |                                                     |



|    | Translation and proofreading revision                                                                                                                                                                       | All-inclusive*<br>per-word rate<br>(in Cdn dollars) |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| 3d | Proofreading revision during regular business hours<br>(8:00 am ET to 5:00 pm ET)                                                                                                                           |                                                     |
| 3e | Proofreading revision outside regular business hours<br>(before 8:00 am ET and after 5:00 pm ET, on weekdays, including weekends<br>and, in exceptional circumstances, statutory holidays)                  |                                                     |
| Зf | Urgent or rush proofreading revision                                                                                                                                                                        |                                                     |
| 4. | Option Period 3 – From April 01, 2027 to March 31 <sup>st</sup> , 2028                                                                                                                                      |                                                     |
| 4a | Translation services during regular business hours<br>(8:00 am ET to 5:00 pm ET)                                                                                                                            |                                                     |
| 4b | Translation services outside business hours<br>(before 8:00 am ET and after 5:00 pm ET, on weekdays, including weekends<br>and, in exceptional circumstance, statutory holidays)                            |                                                     |
| 4c | Urgent or Rush requests                                                                                                                                                                                     |                                                     |
| 4d | Proofreading revision during regular business hours<br>(8:00 am ET to 5:00 pm ET)                                                                                                                           |                                                     |
| 4e | Proofreading revision outside regular business hours<br>(before 8:00 am ET and after 5:00 pm ET, on weekdays, including weekends<br>and, in exceptional circumstances, statutory holidays)                  |                                                     |
| 4f | Urgent or rush proofreading revision                                                                                                                                                                        |                                                     |
|    |                                                                                                                                                                                                             |                                                     |
| 5. | Option Period 4 – From April 01, 2028 to March 31 <sup>st</sup> , 2029                                                                                                                                      |                                                     |
| 5a | Translation services during regular business hours<br>(8:00 am ET to 5:00 pm ET)                                                                                                                            |                                                     |
| 5b | Translation services outside business hours<br>(before 8:00 am ET and after 5:00 pm ET, on weekdays, including weekends<br>and, in exceptional circumstance, statutory holidays)                            |                                                     |
| 5c | Urgent or Rush requests                                                                                                                                                                                     |                                                     |
| 5d | Proofreading revision during regular business hours<br>(8:00 am ET to 5:00 pm ET)                                                                                                                           |                                                     |
| 5e | Proofreading revision outside regular business hours<br>(before 8:00 am ET and after 5:00 pm ET, including weekends from 8:00 am ET<br>to 5:00 pm ET and, in exceptional circumstances, statutory holidays) |                                                     |
| 5f | Urgent or rush proofreading revision                                                                                                                                                                        |                                                     |
|    |                                                                                                                                                                                                             |                                                     |

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



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# **ANNEX C**

# SECURITY REQUIREMENTS CHECK LIST

| *                             | Government<br>of Canada                     | Gouvernement<br>du Canada                   |                                                              | Contract Number / Numéro du contrat<br>5000081764 |                |                                                        | at                    |
|-------------------------------|---------------------------------------------|---------------------------------------------|--------------------------------------------------------------|---------------------------------------------------|----------------|--------------------------------------------------------|-----------------------|
| _                             | or oanada                                   | 00 00 000                                   |                                                              |                                                   | Security Cla   | assification / Classification de s                     | écurité               |
|                               |                                             |                                             |                                                              | l                                                 |                | Unclassified                                           |                       |
|                               | ı                                           | ISTE DE VÉRIFIC                             | ECURITY REQUIREMEN                                           | S RELATIVE                                        |                |                                                        |                       |
| PART A - CO<br>1. Originating | NTRACT INFORM<br>Government Depa            | ATION / PARTIE A -<br>rtment or Organizatio | INFORMATION CONTRAC                                          | CTUELLE                                           | 2. Branch o    | r Directorate / Direction généra                       | ale ou Direction      |
| Ministère o                   | u organisme gouve                           | ernemental d'origine                        | Environment and Climate C                                    | hange Canada                                      |                | Climate Change Branch                                  |                       |
| 3. a) Subcontr                | ract Number / Num                           | éro du contrat de sou                       | us-traitance 3. b) Na                                        | ame and Addres                                    | s of Subcon    | tractor / Nom et adresse du so                         | us-traitant           |
| 4. Brief Descr                | iption of Work / Bre                        | eve description du tra                      | vail                                                         |                                                   |                |                                                        |                       |
|                               |                                             |                                             | glish to French and French to<br>n as-and-when-required basi |                                                   | ion services ( | including quality assurance) for (                     | climate change        |
| 5 a) Will the s               | supplier require acc                        | cess to Controlled Go                       | ods?                                                         |                                                   |                |                                                        | No Yes                |
|                               |                                             | ès à des marchandise                        |                                                              |                                                   |                |                                                        | X Non Oui             |
| Regulation                    | ons?                                        |                                             | nilitary technical data subjec                               |                                                   |                |                                                        | X No Yes<br>Non Oui   |
|                               | isseur aura-t-il acci<br>ntrôle des données |                                             | hniques militaires non class                                 | sifiées qui sont a                                | assujetties a  | ux dispositions du Règlement                           |                       |
|                               |                                             | quired / Indiquer le ty                     | /pe d'accès requis                                           |                                                   |                |                                                        |                       |
|                               |                                             |                                             | ss to PROTECTED and/or (<br>accès à des renseignemen         |                                                   |                |                                                        | No X Yes<br>Non X Oui |
|                               |                                             | using the chart in Qu                       | uestion 7. c)<br>u qui se trouve à la questior               | 7 0                                               |                |                                                        |                       |
| 6. b) Will the s              | supplier and its em                         | ployees (e.g. cleaner                       | s, maintenance personnel)                                    |                                                   | to restricted  | access areas? No access to                             | No Yes                |
|                               |                                             |                                             | or assets is permitted.                                      | ront-ils accès à                                  | des zones d    | l'accès restreintes? L'accès                           | LX Non Oui            |
| à des rer                     | nseignements ou à                           | des biens PROTÉGI                           | ÉS et/ou CLASSIFIÉS n'est                                    | t pas autorisé.                                   | des zones d    | acces residentes: L'acces                              |                       |
|                               |                                             |                                             | ent with no overnight storag<br>on commerciale sans entre    |                                                   | ,              |                                                        | X No Yes<br>Non Oui   |
| -                             |                                             | -                                           |                                                              |                                                   |                | n auquel le fournisseur devra a                        |                       |
|                               | Canada                                      | x                                           | NATO / OTAN                                                  | <u> </u>                                          |                | Foreign / Étranger                                     |                       |
|                               |                                             | ictions relatives à la c                    |                                                              |                                                   |                |                                                        |                       |
| No release n<br>Aucune restr  | estrictions<br>riction relative             | x                                           | All NATO countries<br>Tous les pays de l'OTAN                |                                                   |                | No release restrictions<br>Aucune restriction relative |                       |
| à la diffusion                |                                             |                                             |                                                              |                                                   |                | à la diffusion                                         |                       |
| Not releasab                  | le [                                        |                                             |                                                              |                                                   |                |                                                        |                       |
| À ne pas diff                 | fuser l                                     |                                             |                                                              |                                                   |                |                                                        |                       |
| Restricted to                 | o: / Limité à :                             |                                             | Restricted to: / Limité à :                                  |                                                   |                | Restricted to: / Limité à :                            |                       |
| Specify cour                  | ntry(ies): / Préciser                       | le(s) pays :                                | Specify country(ies): / Pré                                  | ciser le(s) pays                                  | :              | Specify country(ies): / Précise                        | er le(s) pays :       |
|                               |                                             |                                             |                                                              |                                                   |                |                                                        |                       |
| 7 c) Level of                 | information / Nivea                         | u d'information                             |                                                              |                                                   |                |                                                        |                       |
| PROTECTE                      | DA L                                        |                                             | NATO UNCLASSIFIED                                            |                                                   |                | PROTECTED A                                            |                       |
| PROTÉGÉ /<br>PROTECTE         |                                             | 듹                                           | NATO NON CLASSIFIÈ<br>NATO RESTRICTED                        |                                                   |                | PROTÉGÉ A<br>PROTECTED B                               | 님                     |
| PROTÉGÉ                       |                                             |                                             | NATO DIFFUSION REST                                          |                                                   |                | PROTÉGÉ B                                              |                       |
| PROTECTE                      |                                             |                                             | NATO CONFIDENTIAL                                            |                                                   |                | PROTECTED C                                            |                       |
| CONFIDENT                     | -                                           | =                                           | NATO CONFIDENTIEL<br>NATO SECRET                             |                                                   |                | PROTÉGÉ C<br>CONFIDENTIAL                              |                       |
| CONFIDENT                     | riel L                                      |                                             | NATO SECRET                                                  |                                                   |                | CONFIDENTIEL                                           |                       |
| SECRET                        | Г                                           |                                             | COSMIC TOP SECRET<br>COSMIC TRÈS SECRET                      |                                                   |                | SECRET<br>SECRET                                       |                       |
| TOP SECRE                     | <u>г</u> Г                                  | =                                           | COOMIC TRED DEORET                                           |                                                   |                | TOP SECRET                                             |                       |
| TRÈS SECR                     |                                             | 4                                           |                                                              |                                                   |                | TRÈS SECRET                                            |                       |
| TOP SECRE                     |                                             |                                             |                                                              |                                                   |                | TOP SECRET (SIGINT)<br>TRÈS SECRET (SIGINT)            |                       |
| 1120 0201                     |                                             |                                             |                                                              |                                                   |                | (count)                                                |                       |

TBS/SCT 350-103(2004/12)

| Security Classification / Classification de sécurité |              |  |  |  |  |  |
|------------------------------------------------------|--------------|--|--|--|--|--|
|                                                      | Unclassified |  |  |  |  |  |





Environnement et Changement climatique Canada

Canadä

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TBS/SCT 350-103(2004/12)

Government Gouvernement of Canada du Canada

| Contract Number / Numé            | ro du contrat       |
|-----------------------------------|---------------------|
| 5000081764                        |                     |
| Security Classification / Classif | ication de sécurité |
| Linchastified                     |                     |

| PART A (cont                                                                                                                                                                                            | inued) / PARTIE A (suite)                                                                                                                                                                                                             |                         |  |  |  |  |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--|--|--|--|--|--|
| <ol> <li>Will the sup<br/>Le fournisse</li> </ol>                                                                                                                                                       | 8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?<br>Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?                     |                         |  |  |  |  |  |  |
| If Yes, indica                                                                                                                                                                                          | ate the level of sensitivity:                                                                                                                                                                                                         |                         |  |  |  |  |  |  |
|                                                                                                                                                                                                         | Dans l'affirmative, indiquer le niveau de sensibilité :<br>9. Will the supplier require access to extremely sensitive INFOSEC information or assets?                                                                                  |                         |  |  |  |  |  |  |
| Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?                                                                                              |                                                                                                                                                                                                                                       |                         |  |  |  |  |  |  |
|                                                                                                                                                                                                         | ) of material / Titre(s) abrégé(s) du matériel :                                                                                                                                                                                      |                         |  |  |  |  |  |  |
|                                                                                                                                                                                                         | lumber / Numéro du document :<br>SONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)                                                                                                                                               |                         |  |  |  |  |  |  |
|                                                                                                                                                                                                         | el security screening level required / Niveau de contrôle de la sécurité du personnel requis                                                                                                                                          |                         |  |  |  |  |  |  |
| X                                                                                                                                                                                                       | RELIABILITY STATUS CONFIDENTIAL SECRET TOP SECR<br>COTE DE FIABILITÉ CONFIDENTIEL SECRET TRÈS SEC                                                                                                                                     |                         |  |  |  |  |  |  |
|                                                                                                                                                                                                         |                                                                                                                                                                                                                                       | OP SECRET<br>RÈS SECRET |  |  |  |  |  |  |
|                                                                                                                                                                                                         | SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS                                                                                                                                                                                                 |                         |  |  |  |  |  |  |
|                                                                                                                                                                                                         | Special comments:<br>Commentaires spéciaux :                                                                                                                                                                                          |                         |  |  |  |  |  |  |
|                                                                                                                                                                                                         |                                                                                                                                                                                                                                       |                         |  |  |  |  |  |  |
|                                                                                                                                                                                                         | NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.<br>REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être f | oumi                    |  |  |  |  |  |  |
|                                                                                                                                                                                                         | creened personnel be used for portions of the work?                                                                                                                                                                                   | No Ves                  |  |  |  |  |  |  |
|                                                                                                                                                                                                         | onnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?<br>ill unscreened personnel be escorted?                                                                                                          | Non Oui                 |  |  |  |  |  |  |
|                                                                                                                                                                                                         | firmative, le personnel en question sera-t-il escorté?                                                                                                                                                                                | X Non Oui               |  |  |  |  |  |  |
| PART C - SAF                                                                                                                                                                                            | EGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)                                                                                                                                                                   |                         |  |  |  |  |  |  |
| INFORMATIO                                                                                                                                                                                              | DN/ASSETS / RENSEIGNEMENTS/BIENS                                                                                                                                                                                                      |                         |  |  |  |  |  |  |
| 11. a) Will the premise                                                                                                                                                                                 | supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or<br></td <td>No Yes</td>                                                                                                    | No Yes                  |  |  |  |  |  |  |
| Le fourn<br>CLASSI                                                                                                                                                                                      | isseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou<br>FIES?                                                                                                                   |                         |  |  |  |  |  |  |
| 11. b) Will the supplier be required to safeguard COMSEC information or assets?                                                                                                                         |                                                                                                                                                                                                                                       |                         |  |  |  |  |  |  |
| PRODUCTIO                                                                                                                                                                                               |                                                                                                                                                                                                                                       |                         |  |  |  |  |  |  |
|                                                                                                                                                                                                         |                                                                                                                                                                                                                                       |                         |  |  |  |  |  |  |
|                                                                                                                                                                                                         | roduction (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment                                                                                                                       | X No Yes                |  |  |  |  |  |  |
| occur at the supplier's site or premises?<br>Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ<br>et/ou CLASSIFIÉ? |                                                                                                                                                                                                                                       |                         |  |  |  |  |  |  |
| INFORMATIO                                                                                                                                                                                              | N TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)                                                                                                                                                      |                         |  |  |  |  |  |  |
|                                                                                                                                                                                                         |                                                                                                                                                                                                                                       |                         |  |  |  |  |  |  |
|                                                                                                                                                                                                         | 11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED                                                                                                    |                         |  |  |  |  |  |  |
| Le fourni                                                                                                                                                                                               | information or data? Non [X] Oui<br>Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des<br>renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?    |                         |  |  |  |  |  |  |
| Dispose                                                                                                                                                                                                 | be an electronic link between the supplier's IT systems and the government department or agency?<br>a-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence<br>ementale?      | X No Yes<br>Non Oui     |  |  |  |  |  |  |
|                                                                                                                                                                                                         |                                                                                                                                                                                                                                       |                         |  |  |  |  |  |  |

Security Classification / Classification de sécurité



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Government Gouvernement of Canada du Canada

| Contract Number / Numéro du contrat                  |
|------------------------------------------------------|
|                                                      |
| 5000081764                                           |
| 5555551104                                           |
|                                                      |
| Security Classification / Classification de sécurité |
| Unclassified                                         |
|                                                      |

#### PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

| SUMMARY CHART | 1 | TABLEAU | RÉCAPITULATIF |
|---------------|---|---------|---------------|
|---------------|---|---------|---------------|

| Category<br>Catégorie                                                                   |                       | OTECT                 |                |                                  | ASSIFIED<br>ASSIFIÉ   |                        | NATO                            |                      |                |                          | COMSEC    |           |          |              |           |                |
|-----------------------------------------------------------------------------------------|-----------------------|-----------------------|----------------|----------------------------------|-----------------------|------------------------|---------------------------------|----------------------|----------------|--------------------------|-----------|-----------|----------|--------------|-----------|----------------|
|                                                                                         | ٨                     | в                     | c              | CONFIDENTIAL                     | SECRET                | TOP<br>SECRET          | NATO<br>RESTRICTED              | NATO<br>CONFIDENTIAL | NATO<br>SECRET | COSMIC<br>TOP<br>SECRET  |           | OTECT     |          | CONFIDENTIAL | SECRET    | TOP<br>SECRET  |
|                                                                                         |                       |                       |                | CONFIDENTIEL                     |                       | TRÈS<br>SECRET         | NATO<br>DIFFUSION<br>RESTREINTE | NATO<br>CONFIDENTIEL |                | COSMIC<br>TRÈS<br>SECRET | ۸         | в         | c        | CONFIDENTIEL |           | TRES<br>SECRET |
| nformation / Assets<br>Renseignements / Biens                                           | х                     | x                     |                |                                  |                       |                        |                                 |                      |                |                          |           |           |          |              |           |                |
| Production                                                                              |                       | 1-                    |                |                                  |                       |                        |                                 |                      |                |                          |           |           |          |              |           |                |
| T Media /<br>Support Ti                                                                 | Х                     | †×                    | $\square$      |                                  |                       |                        |                                 |                      |                |                          | $\square$ | $\square$ |          |              |           |                |
| T Link /<br>Lien électronique                                                           |                       | t                     | t              |                                  |                       |                        |                                 |                      |                |                          |           | <u> </u>  | <u> </u> |              |           | 1              |
| La description<br>If Yes, classify<br>Dans l'affirma<br>« Classificatio                 | y thi<br>tive         | is fo<br>e, cla       | orm l<br>assif | by annotating<br>fier le présent | the top a<br>formulai | and botto<br>re en ind | m in the are<br>iquant le niv   | a entitled "Se       | ecurity C      | lassificati              |           |           |          | I            | X Non     |                |
| 2. b) Will the docur<br>La documental                                                   |                       |                       |                |                                  |                       |                        |                                 |                      |                |                          |           |           |          |              | No<br>Non | [x]            |
| lf Yes, classif<br>attachments (<br>Dans l'affirma<br>« Classificatio<br>des pièces joi | e.g.<br>itive<br>on d | SE<br>e, cla<br>le sé | CRE<br>assif   | T with Attach<br>fier le présent | ments).<br>formulai   | re en ind              | iquant le niv                   | eau de sécu          | rité dans      | la case ir               | ntitul    | ée        |          |              |           |                |

| TBS/SCT | 350-1 | 103(2004/12) |  |
|---------|-------|--------------|--|
|         |       |              |  |

Security Classification / Classification de sécurité





# ANNEX D

# NON-DISCLOSURE AGREEMENT

\_\_\_\_, recognize that in the course of my work as an employee or subcontractor I, \_\_ of , I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No.

between His Majesty the King in right of Canada, represented by the Minister of Public Works and Government Services and Environment and Climate Change Canada, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work.

For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need-to-know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.

Signature

Date