# **RETURN BIDS TO:**

Library and Archives Canada

Contracting and Material Management Division

550. de la Cité Blvd.

Gatineau, Quebec K1A 0N4

Canada Email: receptiondesoumission-bidreceiving@bac-lac.gc.c

### RETOURNER LES SOUMISSIONS À :

Bibliothèque et Archives Canada

Division des contrats, gestion du matériel

550, de la Cité Blvd.

Gatineau, Quebec K1A 0N4

Canada Email:receptiondesoumission-bidreceiving@bac-lac.gc.ca

# REQUEST FOR PROPOSAL **DEMANDE DE PROPOSITION**

#### Proposal To: Library and Archives Canada

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

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

- 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
- 2. This bid is valid for the period requested in the bid solicitation;
- 3. All the information provided in the bid is complete, true and accurate; and
- 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

### Proposition au : Bibliothèque et Archives Canada

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

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP

- 1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
- 2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
- 3. tous les renseignements figurant dans la soumission sont complètes, véridiques et exacts; et
- 4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

Title - Sujet								
	Translation Services from English to French, editing and comparative editing services in French							
	•	No. – N° de l'invit		Date				
<u>a</u>	5Z011-24-007			August 25	5, 2023			
-		nce No. – N° réfé	rence du cl	ient				
		5Z011-24-0076 GETS Reference No. – N° de référence de SEAG						
	Not Applicable							
	Solicitation C		Time Zone Fuseau horaire					
	•	2PM		Eastern Daylight time				
	at – à			(EDT)	,g			
	on – le	October 3, 2023	3	Heure Ava (HAE)	incée de l'Est			
	F.O.B F.A. Plant-Usine:	_	on: 🛛 Ot	:her-Autre:				
İ	Address ingu	iries to – Adress	or touto do	manda da				
	renseigneme		er toute de	manue ue				
	receptiondeso	umission-bidrecei	ving@bac-la	ac.gc.ca				
ł	Area code and No.Code region téléphone		e-mail	/ courriel				
	•							
				iondesoumis eiving@bac				
	Instructions: Instructions:	See Herein Voir aux présente	s					
t	Delivery require	d -Livraison exigée	Deliver	y offered -Livr	aison proposée			
	See Herein -	Voir aux présentes	3					
		Contract: Province i cable to any resulting						
		u contrat : Province ompétences sur tout a demande)						
j		me and Address						
	Raison sociale	et addresse du fou	rnisseur/de l	'entrepreneu	r			
	Telephone No	N° de téléphone						
	e-mail - courriel							
	Name and titl Vendor/firm (	e of person authory	orized to si	gn on beha	lf of			
		le la personne au le l'entrepreneur						
	Signature				Date			

# Contents

PART 1 – GENERAL INFORMATION	3
1.1 Introduction	
1.2 SUMMARY	
1.3 Debriefings	
PART 2 – BIDDER INSTRUCTIONS	
STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS      SUBMISSION OF BIDS	
2.3 FORMER PUBLIC SERVANT	
DEFINITIONS	
FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION	
2.4 ENQUIRIES – BID SOLICITATION	6
APPLICABLE LAWS  2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	
2.7 Basis for Canada's Ownership of Intellectual Property	
2.8 BID CHALLENGE AND RECOURSE MECHANISMS	
PART 3 - BID PREPARATION INSTRUCTIONS	8
3.1 BID PREPARATION INSTRUCTIONS	8
PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION	12
4.1 EVALUATION PROCEDURES	
4.2 BASIS OF SELECTIONHIGHEST COMBINED RATING FOR TECHNICAL MERIT (70%) AND FOR PRICE (30%)	
APPENDIX 1 TO PART 4	
BIDDER EXPERIENCE, ENGLISH-TO-FRENCH TRANSLATION SERVICES	
APPENDIX 2 TO PART 4	
NUMBER OF CUMULATIVE MONTHS WORKED FOR THE SAME CLIENT, ENGLISH-TO-FRENCE TRANSLATION SERVICES	
APPENDIX 3 TO PART 4	
BIDDER EXPERIENCE IN LAC-SPECIFIC FIELDS, ENGLISH-TO-FRENCH TRANSLATION	
SERVICES	23
APPENDIX 4 TO PART 4	24
TRANSLATION EXAM	24
SIR WILFRID LAURIER—175TH ANNIVERSARY OF HIS BIRTH	24
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	29
5.1 CERTIFICATIONS REQUIRED WITH THE BID	
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS	
6.1 SECURITY REQUIREMENTS	31

PART 7	7 – RESULTING CONTRACT CLAUSES	32
7.1	STATEMENT OF WORK	32
7.2	STANDARD CLAUSES AND CONDITIONS	32
7.2.1	GENERAL CONDITIONS	32
7.2.2	SUPPLEMENTAL GENERAL CONDITIONS	32
7.3	SECURITY REQUIREMENTS	32
7.4	TERM OF CONTRACT	32
7.5	AUTHORITIES	33
7.6	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	34
7.7	PAYMENT	34
7.8	INVOICING INSTRUCTIONS	35
7.9	CERTIFICATIONS AND ADDITIONAL INFORMATION	35
7.10	APPLICABLE LAWS	35
7.11	PRIORITY OF DOCUMENTS	35
7.12	INSURANCE	36
7.13	DISPUTE RESOLUTION	36
7.14	CONTRACT ADMINISTRATION	36
ANNEX	( "A"	37
STAT	FEMENT OF WORK	37
ANNEX	( "B"	43
BASI	S OF PAYMENT	43
ANNEX	( "C" ELECTRONIC PAYMENT INSTRUMENTS	44

# **PART 1 – GENERAL INFORMATION**

# 1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity – Certification and any other annexes.

# 1.2 Summary

- **1.2.1** Library and Archives Canada (LAC) is seeking to establish up to one (1) contract for English to French translation, editing and comparative editing services in French as defined in Annex "A", Statement of Work, and to be provided under the Contract, on an "as and when requested" basis. The contract will be for a period of one (1) year, plus three (3) irrevocable option(s), allowing Canada to extend the term of the contract by one year.
- **1.2.2** There are no security requirement associated with this requirement.

# 1.3 Debriefings

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

### **PART 2 - BIDDER INSTRUCTIONS**

# 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

# 2.2 Submission of Bids

Bids must be submitted by email to: <a href="mailto:receptiondesoumission-bidreceiving@bac-lac.gc.ca">receptiondesoumission-bidreceiving@bac-lac.gc.ca</a> by the date and time indicated on page 1 of the bid solicitation.

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

# 2.3 Former Public Servant

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

# 2.4 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.

# 2.5 Applicable Laws

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

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

# 2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) working days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

# 2.7 Basis for Canada's Ownership of Intellectual Property

LAC has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the <u>Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts</u>. The main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

# 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

Bidders must submit their bids by email only to the Contracting Authority: <a href="mailto:receptiondesoumission-bidreceiving@bac-lac.gc.ca">receptiondesoumission-bidreceiving@bac-lac.gc.ca</a>

The maximum size of an email: 10 MB.

The maximum size of an individual file in an email: 4MB.

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

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

Section I: Technical Bid (one (1) electronic copy by email ) Section II: Financial Bid (one (1) electronic copy by email )

Section III: Certifications not included in the Technical Bid (one (1) electronic copy by email )

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

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

For bid transmitted by electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

# Section I: Technical Bid

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

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

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the ATTACHMENT 1 to PART 3 - PRICING SCHEDULE.

# 3.1.1 Electronic Payment of Invoices - Bid

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

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

#### 3.1.2 Exchange Rate Fluctuation

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

# 3.1.3 SACC Manual Clauses

# **Section III: Certifications**

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

### ATTACHMENT 1 to PART 3 - PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed.

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. These rates will cover all costs incurred by the Contractor, including, but not limited to, word processing, reports, photocopying, courier services, software costs, telephone calls, reception, the transmission and delivery of documents as well as any other related expenses. Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

### **Notes to Bidders:**

- 1. Bidders must submit rates in all categories (per-word rates and hourly rates, regular service and urgent service) for all four (4) years. Do not include applicable taxes.
- 2. Dates are provided for information only and will be confirmed at contract award.
- 3. Column E and column F are for evaluation purposes only. They will be deleted at contract award.

Initial Contract Period:Contract award to September 30, 2024Option Year 1:October 1, 2024, to September 30, 2025Option Year 2:October 1, 2025, to September 30, 2026Option Year 3:October 1, 2026, to September 30, 2027

	TABLE 1 – PER-WORD RATES FOR TRANSLATION SERVICES						
Level of	Column A	Column B	Column C	Column D	Column E	Column F	
service	Initial period	Option year 1	Option year 2	Option year 3	Number of words*	Cost per line* (average of A to D times E)	
Regular	\$0/word	\$0/word	\$0/word	\$0/word	20,000	\$	
Urgent	\$0/word	\$0/word	\$0/word	\$0/word	1,000	\$	
Subtotal (cost for per-word rates)						\$	

	TABLE 2 – HOURLY RATES FOR EDITING AND COMPARATIVE EDITING							
Level of	Column A	Column B	Column C	Column D	Column E	Column F		
service	Initial period	Option year 1	Option year 2	Option year 3	Number of hours	Cost per line (average of A to D times E)		
Regular	\$/h	\$/h	\$/h	\$/h	20	\$		
Urgent	\$/h	\$/h	\$/h	\$/h	1	\$		
Subtotal (cost for hourly rates)								

TOTAL EVALUATED BID PRICE = Table 1 + Table 2

\$

<sup>\*\*</sup> The estimated number of words and number of hours indicated herein do not reflect a commitment by LAC and are provided for the purposes of bid evaluation only

# 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.

# 4.1.1 Technical Evaluation

# 4.1.1.1 Mandatory Technical Criteria

- 4.1.1.1 Bidders must address each mandatory technical criterion separately in their bid, following the order and headings below.
- 4.1.1.2 Bids that fail to meet the mandatory technical criteria will be declared non-responsive and will be given no further consideration.

No.	Mandatory Technical Criteria	Met
M1	Bidder experience	Yes □
	The bidder must have at least four (4) years of experience in providing English-to-French translation services and editing and comparative editing services in French to <b>at least two (2)</b> departments, agencies or corporations of the Government of Canada, or provincial or municipal governments.	No □
	Submission requirements	
	The bidder must complete <b>Table M1 – Bidder experience</b> , <b>English-to-French translation services</b> of Appendix 1 to Part 4 to demonstrate the cumulative number of years of experience, adding lines if needed. The following information must be provided:	
	<ul> <li>a) name of the client organization to which the services were rendered;</li> <li>b) name and email address of a resource person who can confirm this experience;</li> <li>c) contract number;</li> <li>d) start date of the contract (year-month);</li> <li>e) end date of the contract (year-month);</li> </ul>	
	f) approximate number of requests delivered during the contract.	
	Library and Archives Canada may contact the resource person to validate the information provided by the bidder.	

M2	Experience, education and certification of proposed translators	Yes □
	The bidder must propose three (3) translators with the following qualifications to perform work under the contract, in compliance with Article 7, Required Capacity, of the Statement of Work:	No 🗆
	<ul> <li>a) a degree from a recognized university in English-to-French translation OR a certification in good standing from the Ordre des traducteurs, terminologues et interprètes agréés du Québec (OTTIAQ) or a provincial or territorial professional association affiliated with the Canadian Translators, Terminologists and Interpreters Council (CTTIC);</li> <li>b) at least six (6) years of cumulative experience in providing English-to-French translation services.</li> </ul>	
	Submission requirements	
	For each proposed translator, the bidder must provide a curriculum vitae that clearly demonstrates their years of translation experience.	
	The bidder must provide a copy of official documents showing that each proposed translator holds the required degree or certification. It must be clear that the certification is valid on the closing date of the call for proposals.	

No.	Mandatory Technical Criteria	Met
М3	Quality assurance  By providing a specific example in 500 words or less, the bidder must explain the measures taken to meet a client's needs and expectations in the context of a large-scale, complex or out-of-the-ordinary translation project (English-to-French).  Submission requirements	Yes □ No □
	See detailed requirements in R4.	
M4	Translation exam  The bidder must translate, from English to French, the text provided in Appendix 4 to Part 4 and return the translation with their submission.	Yes □ No □
	Submission requirements	
	See detailed requirements in R5.	
M5	List of individuals involved in the translation exam  The bidder must provide a list of all of the individuals involved in the translation exam.	Yes □ No □
	Submission requirements	
	The list must contain the following information:	
	a) name of each individual involved in the exam;	
	<ul> <li>b) role played by each person (e.g. coordination, pre-translation using a translation memory or another tool, terminology research, translation, editing, comparative editing or proofreading);</li> </ul>	
	c) time spent on each task by each person;	
	d) handwritten or electronic signature of the bidder to certify that the tasks performed were the sole result of the work of the people named on the list, and that the list is accurate.	

# 4.1.2 Point Rated Technical Criteria

4.1.2.1 Point-rated technical criteria not addressed will be given a score of zero.

No.		Rated Technical Criteria	Weighting	Maximum Score
R1	The that and	bidder shall present a submission is easy to follow, well structured free of errors in content and ling that:  uses the headings and numbering as they appear in the mandatory and rated technical criteria of this call for proposals;  complies with all submission requirements of the mandatory and rated technical criteria;  is clear and concise and does not include irrelevant or excessive information.	The format of the submission will be evaluated using the following scoring method, for a maximum of 10 points in R1:  Unsatisfactory: The submission does not use the headings and numbering as they appear in the request for proposals; it does not comply with the submission requirements of the mandatory and rated technical criteria; it lacks clarity, is too long or presents information incoherently; or it contains several content or spelling errors. — 0 points  Satisfactory: The submission generally uses the headings and numbering as they appear in the request for proposals; it complies with most of the submission requirements of the mandatory and rated technical criteria; however, it contains inconsistencies, lacks precision, or presents excessive or insufficient information; or it contains some content or spelling errors. — 6 points  Excellent: The submission uses the headings and numbering as they appear in the request for proposals; it complies with the submission requirements of the mandatory and rated technical criteria; it contains the right level of detail and is clear and easy to follow; and it contains few or no content or spelling errors. — 10 points	/10

No.	Rated Technical Criteria	Weighting	Maximum Score
R2	Number of cumulative months worked for the same client	Points will be awarded as follows, for a maximum of 15 points in R2:	/15
	The bidder must indicate to which client they provided English-to-French translation services for the longest period, by providing the length of each contract with that client and the approximate number of requests delivered.  Submission requirements  Complete Table R2 of Appendix 2 to Part 4 – Number of cumulative months worked for the same client, English-to-French translation	25 to 48 months — 3 points  49 to 72 months — 6 points  73 to 96 months — 9 points  97 to 120 months — 12 points  121 months and more — 15 points	
R3	Bidder experience in LAC-specific fields  Number of words translated from English to French by the bidder in the last 10 years in the following fields:  a) libraries and archives;  b) museums, arts and heritage;  c) Canadian history (general, military or Indigenous).  Submission requirements  Complete Table R3 of Appendix 3 to Part 4 – Bidder experience in LAC-specific fields, English-to-French translation services. Add lines if needed.	Points will be awarded as follows, for a maximum of five (5) points for field a), five (5) points for field b) and five (5) points for field c), and a maximum of 15 points in R3:  1,000 to 19,999 words — 1 point  20,000 to 49,999 words — 3 points  50,000 words and more — 5 points	/15

No.		Rated Technical Criteria	Weighting	Maximum Score
R4	By p bidde less, clien conte trans	roviding an actual example, the er must explain, in 500 words or the measures taken to meet a t's needs and expectations in the ext of a large-scale or complex slation project (English to French). answer must cover the following nents:  the nature or context of the translation project;  the contract number under which the translation was carried out, the contact information of the client who can attest to the work carried out, and the delivery date of the translation;	The answer will be evaluated using the following scoring method, for a maximum of 15 points in R4:  Unsatisfactory: The answer is vague or incomplete; it shows poor knowledge of, or skills in, the translation process and customer service; or it does not contain measures to mitigate risks and deliver high-quality work. — 0 points  Passable: The answer contains insufficient or irrelevant detail; it demonstrates basic knowledge of, or skills in, the translation process and customer service; or measures to mitigate risk and deliver high-quality work are poorly explained or unhelpful. — 6 points	/15
	c)	the bidder's resources involved in the project; the word count and project deadlines;	Good: The answer contains useful details; it demonstrates good knowledge of, or skills in, the translation process and customer	
	e)	client requirements, constraints and challenges;	service; or measures to mitigate risks and deliver high-quality work are lacking in detail or some points are not addressed. — 10 points	
	f)	measures taken to mitigate the risks, meet client needs and expectations, and deliver a high-quality translation.	Excellent: The response is clear and comprehensive; it demonstrates exceptional knowledge of, or skills in, the translation process and customer service; it addresses all points of the submission requirements; all concerns are thoroughly addressed and risks are adequately mitigated.  — 15 points	

No.	Rated Technical Criteria	Weighting	Maximum
NO.	Nated Technical Criteria	weighting	Score
R5	Translation exam	Bidders will receive a starting	/40
	Torontologo Albardanda di in	value of 40 points for the	
	Translate the text provided in Appendix 4 to Part 4 from English to	translation of the text provided in Appendix 4 to Part 4.	A minimum
	French. It is a blog similar to those	m Appendix 4 to 1 dit 4.	score of
	published on the Library and Archive	Points will be deducted as follows,	32 points is
	Canada Blog website.	according to section 12, Quality	required for the
	The females and a second leading	Assurance, of the Statement of	bid to be
	The translation must be clear, idiomatic and elegant. It must respec	Work:	deemed
	the tone, content and format of the	Minor error: 1-point deduction	responsive.
	original text.		
		Anglicism	
		Formatting	
		Grammar Inconsistency	
		Minor addition	
		Minor omission	
		Punctuation	
		Redundancy	
		Spelling Style	
		Syntax	
		Terminology	
		Typography	
		Major error: 2-point deduction	
		Mistropolation	
		Mistranslation Factual error	
		Major addition	
		Major omission	
		Nonsense	
		Barbarism	
		Impropriety Unreadability	
		Shif in meaning	
		1-point bonus	
		(2-point maximum)	
		For a particularly well-translated	
		passage, for example:	
		Ingenious translation	
		Concision	
		Useful reorganization of text	
		Other exemplary solution or improvement	
		<u> </u>	
Maximu	m score 99	5	

Minimum pass mark	57		
Bidders score		☐ Achieved	□ Not achieved

#### 4.1.3 Financial Evaluation

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the **ATTACHMENT 1 to PART 3 – PRICING SCHEDULE** 

The following financial evaluation method will be used if three or more bids are determined responsive:

The Contracting Authority will establish the median band limits based on the Total evaluated bid price of cost per-word rates and hourly rates provided in the financial responsive bids. The median will be calculated using the median function in Microsoft Excel and will represent a range that encompasses any rate to a value of minus (-) 10% of the median, and an upper median rate to a value of plus (+) 25% of the median. Canada will declare a bid non-compliant if the rate is lower than 10% or higher than 25% of the median price.

Mandatory Financial Criteria (MF)			
Number	Mandatory Financial Criterion	Bid Preparation Instructions	
MF1	The total evaluated bid price of cost per-word rates and hourly rates quoted by the Bidder must not be lower than 10% or higher than 25% of the median total price.		

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

### 4.2 Basis of Selection

# Highest Combined Rating for Technical Merit (70%) and for Price (30%)

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum overall pass mark of 57 points out of 95 points.
- 2. Bids not meeting a), b) and c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained/maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

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

Basis of Selection – Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated	Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 70 = 59.62	89/135 x 70 = 46.15	92/135 x 70 = 47.70
Calculations	Pricing Score	45/55 x 30 = 24.54	45/50 x 30 = 27	45/45 x 30 = 30
Combined Rating		84.16	73.15	77.70
Overall Rating		1st	3rd	2nd

# **APPENDIX 1 TO PART 4**

# BIDDER EXPERIENCE, ENGLISH-TO-FRENCH TRANSLATION SERVICES

TABLE M1					
BID	BIDDER EXPERIENCE				
ENGLISH-TO-FRENCH TRANSLATION SERVICES					
Client organization					
Name and email of a reference					
Contract number					
Start date to end date					
(yyyy-mm to yyyy-mm)					
Approximate number of requests					
delivered					
Client organization					
Name and email of a reference					
Contract number					
Start date to end date					
(yyyy-mm to yyyy-mm)					
Approximate number of requests					
delivered					

# **APPENDIX 2 TO PART 4**

# NUMBER OF CUMULATIVE MONTHS WORKED FOR THE SAME CLIENT, ENGLISH-TO-FRENCH TRANSLATION SERVICES

TABLE R2  NUMBER OF CUMULATIVE MONTHS WORKED FOR THE SAME CLIENT  ENGLISH-TO-FRENCH TRANSLATION SERVICES			
Client organization			
Name and email of a reference			
Number of cumulative months worked			
Approximate number of requests			
delivered			
Contract number			
Start date to end date			
(yyyy-mm to yyyy-mm)			
Contract number			
Start date to end date			
(yyyy-mm to yyyy-mm)			
Contract number			
Start date to end date			
(yyyy-mm to yyyy-mm)			
Contract number			
Start date to end date			
(yyyy-mm to yyyy-mm)			
Contract number			
Start date to end date			
(yyyy-mm to yyyy-mm)			

# **APPENDIX 3 TO PART 4**

# BIDDER EXPERIENCE IN LAC-SPECIFIC FIELDS, ENGLISH-TO-FRENCH TRANSLATION SERVICES

TABLE R3				
BIDDER EXPERIENCE IN LAC-SPECIFIC FIELDS				
ENGLISH-TO-FRENCH TRANSLATION SERVICES				
	Libraries and archives			
Client organization	Libraries and archives			
Name and email of a reference				
Contract number				
Start date to end date				
(yyyy-mm to yyyy-mm)				
Number of words translated				
from English to French				
Description of main projects				
delivered				
	Museums, arts and heritage			
Client organization	museums, arts and heritage			
Name and email of a reference				
Contract number				
Start date to end date				
(yyyy-mm to yyyy-mm)				
Number of words translated				
from English to French				
Description of main projects				
delivered				
	history (general, military or Indigenous)			
Client organization  Name and email of a reference				
Contract number				
Start date to end date				
(yyyy-mm to yyyy-mm)  Number of words translated				
from English to French				
Description of main projects				
delivered				

# **APPENDIX 4 TO PART 4**

#### TRANSLATION EXAM

# Sir Wilfrid Laurier—175th anniversary of his birth

One hundred and seventy-five years ago, the Right Honourable Sir Wilfrid Laurier was born in the parish of Saint-Lin, Lower Canada (modern day Saint-Lin–Laurentides, Quebec). Laurier is generally regarded as one of Canada's greatest prime ministers and was Canada's longest consecutively serving prime minister.

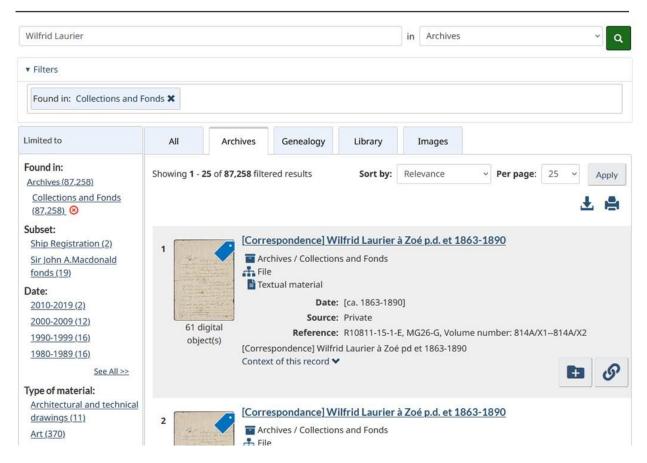
Library and Archives Canada (LAC) has a wealth of records which reveal many stories of Laurier who is well-known for his desire to build an autonomous Canada that included both English and French cultures, his belief in the separation of church and state, his opposition to conscription, his support in Quebec, and his meticulous wardrobe and charismatic presence.



[1865, age 24] [1874, age 33] [1891, age 50] [1906, age 65] [1911, age 70] **Caption:** A collage of five photographs of Laurier at different times in his life. (Sources of images from left to right, c001897, PA-026430, c001977, a012299 and c090230.)

**Alt text:** Five black-and-white photographs of the same man side by side at these approximate ages, left to right: 24, 33, 50, 65 and 70 years old.

One does not need to be an academic to find these fascinating records regarding Laurier; one just needs to search out some of these gems using LAC's database for archival documents, <u>Collection Search</u>. A search for "Wilfrid Laurier" will result in over 87,200 records and more are continually being added.



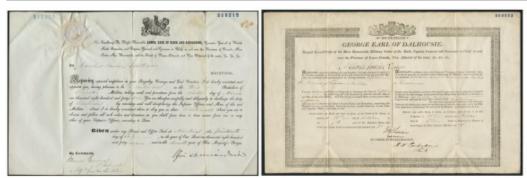
Caption: Screen capture of Archives Search results for "Wilfrid Laurier."

**Alt text:** A screen capture of a web page showing the results from a search on "Wilfrid Laurier" using LAC's Archives Search.

While there are obviously far too many documents to highlight, below are four examples of lesser-known topics concerning Laurier, which can be researched through our website.

### Laurier, the military man

Many people think of Laurier as being anti-military as he was against conscription and the forced recruiting of armed forces for imperial wars such as the Second Boer War and the First World War. However, many don't realize that not only did Laurier serve in the militia, but so did his father and grandfather.



**Caption:** Commission papers of Carolus Laurier on the left and Charles Laurier on the right. (R10811-18-7-E and R10811-17-5-E)

Alt text: Two manuscripts side by side. The paper on the left was delivered to Carolus Laurier and issued by The Right Honourable James, Earl of Elgin and Earl of Kincardine. The paper on the right was delivered to Charles Laurier by George, Earl of Dalhousie.

Charles Laurier, Sir Wilfrid's grandfather, was commissioned as a captain in the Terrebonne Militia Division in 1825; Carolus Laurier, Sir Wilfrid's father, was a captain in the 3<sup>rd</sup> Battalion of Leinster in 1847; and Laurier received the Canada General Service Medal as a Lieutenant in the Arthabaskaville Infantry Company in 1870 during the Fenian Raids.



Caption: The Canada General Service Medal. (1973-36-11M)

**Alt text:** Two black-and-white photographs of both sides of a medal. On one side is a flag surrounded by maple leaves. On the other side is a woman wearing a crown.

# Laurier, the nation builder

Laurier was the first francophone prime minister who brought the Liberals to power by establishing support in his home province of Quebec.

One of the first issues Laurier dealt with when he became Canada's seventh prime minister was the Manitoba Schools Question. Laurier defeated the earlier proposal that public funds should not be used for Catholic schools and proposed the compromise that public funds could be used where there were enough Catholic students to warrant it. Laurier was especially pleased with the compromise he was able to strike, and referred to his efforts as "sunny ways" (voies ensoleillées)—a slogan which you may recognize, as it has been regularly used by the Right Honourable Justin Trudeau and his government today.

It was also Laurier's government that in 1898 established the Yukon as a distinct territory from the Northwest Territories, and in 1905 created the provinces of Alberta and Saskatchewan. As you can see from the maps below, Canada looked very different in the map created circa 1906 than the one circa 1897.





**Caption:** On the left, Canada's territorial divisions, circa 1906 (<u>R11981-622-7-E</u>), and on the right, a political map of Canada, circa 1897 (R11981-620-3-E).

Alt text: Two coloured maps of Canada side by side.

### Laurier, the man with a \$1000 smile

While we are all familiar with Laurier's image on the Canadian five-dollar bill, did you know that Laurier used to be on the thousand-dollar bill? Laurier's image was used on the thousand-dollar bill for the first bank note series issued by the Bank of Canada in 1935 (see below for sample images), and again for the 1937 series. In 1954, the Bank of Canada's third bank note series included Queen Elizabeth II's image on every bank note and replaced Laurier's image on the thousand-dollar bill. Laurier's image was placed on the five-dollar bill in 1986 and has remained there since. While it may seem like a "demotion," the thousand-dollar bill ceased to be printed and was withdrawn from circulation in 2000, whereas the five-dollar bill is seen by more Canadians than any other. It is also interesting to note that other than Queen Elizabeth II, only Laurier has enjoyed the prestigious honour of having his image on the Canadian thousand-dollar bill.





**Caption:** A draft version of the thousand-dollar bill on the left, and the final version on the right (<u>Bank of Canada</u>).

**Alt text:** Two images of thousand-dollar bills side by side; the draft bill on the left is gray and yellow and the final bill on the right is white and grey.

While the above images are taken from the Bank of Canada's website, LAC holds other sketches that were proposed for the thousand-dollar bill, as well as miscellaneous correspondence on this subject in our Sir Wilfrid Laurier fonds, and other collections.

### Laurier, the elusive

While it is understandable that there are fewer films of Laurier than many other prime ministers simply because he was prime minister from 1896 to 1911, it is quite surprising how very little footage appears to have survived. It was a long-time researcher of LAC's holdings who told me that when he used to come for his regular visits in the 1980s, he was shown the footage below by a former archivist who claimed that it was the only footage of Laurier that LAC held. While a more exhaustive and time-consuming search would be needed to confirm the number of films, a preliminary search certainly confirms that there are indeed very few films.

The next time you watch a documentary concerning Laurier, pay close attention to how little actual film footage is included, and how producers have used photos. For now, enjoy this very <u>short clip</u> which has only 6 seconds of Laurier, followed by his state funeral. The Cable Public Affairs Channel (CPAC) production of "<u>Did You Know? – The History of Wilfrid Laurier</u>" contains the same footage starting at 3 minutes and 14 seconds into the recording.

In addition to <u>LAC's YouTube channel</u>, which has a small sampling of LAC's videos, you can conduct searches for other audiovisual material using our <u>Film</u>, <u>Video and Sound Database</u>.

### **Additional resources**

Sir Wilfrid Laurier fonds

Tags: Prime Minister of Canada, Prime Ministers, Sir Wilfrid Laurier

### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

# 5.1 Certifications Required with the Bid

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

### 5.1.1 Integrity Provisions – Declaration of Convicted Offences

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

# 5.2 Certifications Precedent to Contract Award and Additional Information

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

# 5.2.1 Integrity Provisions - Required Documentation

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

#### 5.2.2 Federal Contractors Program for Employment Equity – Bid Certification

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

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

# 5.2.3 Additional Certifications Precedent to Contract Award

# 5.2.3.1 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

# 5.2.3.2 Education and Experience

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

Solicitation No. - N° de l'invitation 5Z011-24-0076

# PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

#### 6.1 **Security Requirements**

There is no security associated with the requirement.

# **PART 7 - RESULTING CONTRACT CLAUSES**

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

### 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-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, apply to and form part of the Contract.

# 7.2.2 Supplemental General Conditions

<u>4007</u> (2022-12-01) Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

# 7.3 Security Requirements

**7.3.1** There is no security requirement applicable to the Contract.

# 7.4 Term of Contract

### 7.4.1 Period of the Contract

The period of the Contract is from Contract award to and including October 31st, 2024 inclusive.

### 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least two (2) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 7.5 **Authorities**

#### 7.5.1 **Contracting Authority**

The Contracting Authority for the Contract is:

Anne-Marie Aubry Procurement Team Leader Contracting and Materiel Management Division Library and Archives Canada 550 de la Cité Boulevard Gatineau, Québec K1A 0N4

Telephone: 613-716-2173

Email address: <a href="maileoarter-anne-marie.aubry@bac-lac.gc.ca">anne-marie.aubry@bac-lac.gc.ca</a>

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 n requests or instructions

work in excess of or outside the scope of the Contract based on verbal or written requests or instruction from anybody other than the Contracting Authority.
7.5.2 Project Authority
The Project Authority for the Contract is: [To be inserted at contract award]
Name: Title: Organization: Address:
Telephone: Facsimile: E-mail address:
The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.
7.5.3 Technical Authority
The Technical Authority for the Contract is: [To be inserted at contract award]
Name: Title: Organization: Address:
Telephone: Facsimile: E-mail address:
Page 33 of - de 46

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.

### 7.5.4 Contractor's Representative *To be inserted at contract award*

# 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 <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

# 7.7 Payment

# 7.7.1 Basis of Payment

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 \$ [To be inserted at contract award]. Customs duties are included and Applicable Taxes are extra.

#### 7.7.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ [To be inserted at contract award]. Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - 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.

#### 7.7.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department

### 7.7.5 Electronic Payment of Invoices – Contract

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

a. Direct Deposit (Domestic and International);

# 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;

# 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 Quebec.

# 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 supplemental general conditions 4007 (2022-12-01) Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions <u>2035</u> (2022-12-01), General Conditions Higher Complexity Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_\_, [To be inserted at contract award]

### 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 "Dispute Resolution".

# 7.14 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the Contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Section 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at <a href="mailto:boa.opo@boa.opo.gc.ca">boa.opo@boa.opo.gc.ca</a>.

# **ANNEX "A"**

#### STATEMENT OF WORK

#### 1. TITLE

English-to-French translation and editing and comparative editing services in French for Library and Archives Canada

#### 2. OUTLINE

As the custodian of our distant past and recent history, Library and Archives Canada (LAC) is a key resource for all Canadians who wish to gain a better understanding of who they are, individually and collectively. It combines the holdings, services and staff of both the former National Library of Canada and the National Archives of Canada. LAC acquires, processes, preserves and provides access to our documentary heritage and serves as the continuing memory of the Government of Canada and its institutions.

For more information, please visit the website: www.bac-lac.gc.ca

#### 3. OBJECTIVE

LAC requires the services of a contractor who can provide excellent English-to-French translation services and editing and comparative editing services in French, on an "as and when requested basis.

# 4. **DEFINITIONS**

Unless the context clearly requires otherwise, the following terms used in the Statement of Work will have the definitions assigned to them in the contract or below. These definitions apply equally to both the singular and plural forms of the terms defined, and words of either gender will include both genders, when appropriate.

Comparative editing	Ensure the accuracy and correctness of a translated text by comparing it to the source language text for consistency in content, terminology, tone, style and formatting. Comparative editing also involves copy editing the translated text.
Editing	Rework the text to improve the readability and flow, clarity, tone and organization of the information, and verify the accuracy of content referenced, such as citations from legislation and policies. Also correct typos and errors in spelling, grammar, punctuation, consistency and style (aligning with the French version of the Canada.ca Content Style Guide, the Translation Bureau's Writing Tools, and any other resource suggested by LAC, such as a lexicon or a style guide); check terminology, names, dates, places, titles (of publications, events, legislation, organizations, etc.), hashtags and links; and flag illogical or unclear sentences.

Normal working hours	8 a.m. to 5 p.m. Eastern Time, Monday to Friday, except for statutory holidays
Project coordinator	Person sending the text for translation, comparative editing or editing to the contractor on behalf of LAC and setting the deadline and instructions for the work to be done
Routine request	Work performed by a single resource during normal working hours at a rate of 1,500 words per day for a translation and 2,700 words per day for comparative editing or editing
Statutory holidays	New Year's Day, Good Friday, Easter Monday, Victoria Day or Journée nationale des patriotes (fête de Dollard), Fête nationale (only for business units in Quebec), Canada Day, Civic Holiday (only for business units in British Columbia, Manitoba, Nova Scotia and Ontario), Labour Day, National Day for Truth and Reconciliation, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day
Translation	Create clear and accurate translations that respect the tone as well as the content of the original text, in a language appropriate to the target audience. Translation also involves editing the translated text, as specified below.
Urgent request	Work to be performed during normal working hours at a rate exceeding 1,500 words per day per translation or 5,400 words per day per editing or comparative editing; a text whose deadline requires working outside normal working hours; or a short text to be delivered the same day within hours of acceptance by the contractor

### 5. BACKGROUND

- 5.1 LAC's Linguistic Services team provides a range of services to the entire institution and ensures clear and consistent communications in both official languages.
- 5.2 The contractor will ensure, to the greatest extent possible, that related work is assigned to the same individuals throughout the contract period in order to maintain consistency of style. For example, the translation of a 10-chapter manual should be carried out by the same individual, if possible.

# 6. NATURE OF WORK

- 6.1 The contractor will provide LAC with high-quality professional English-to-French translation services, unilingual French editing services, and comparative editing services for texts translated from English to French for a wide variety of documents, including (but not limited to) the following:
  - a) texts for the LAC website (including blogs and podcasts);

- b) projects with other partners and memory institutions (such as exhibitions and the TD Summer Reading Club);
- c) archival descriptions;
- d) reports, records of decisions, presentations, policy documents, work descriptions, correspondence, administrative and financial documents, and other material related to LAC's mandate and activities.

### 7. REQUIRED CAPACITY

7.1 LAC requirements for translation services vary throughout the year. LAC provides no guarantee in terms of work volume for the successful contractor following this request for proposals. The contractor who will hold a contract must provide English-to-French translation services for up to 365 calendar days per year, on an "as and when requested basis". The contractor should have at least two translators available to accommodate a production rate of up to 3,000 translated words per day and at least two editors available to accommodate a production rate of up to 5,400 edited and comparative edited words per day, including receipt of the text to process, quality control and delivery of the work completed.

#### 8. ASSIGNMENT OF WORK

- 8.1 Delivery dates will be specified by the project coordinator at the time of submission of each request.
- 8.2 If the contractor is unable to meet the original delivery date established by the project coordinator, the contractor will notify the project coordinator within one hour of receiving the request to renegotiate the delivery date. The project coordinator and the contractor will agree on the new delivery date prior to the start of work.
- 8.3 LAC will endeavour to provide reasonable lead times to the contractor.
- 8.4 LAC will determine the level of complexity of documents based on the amount of research time required and the degree of specialization of the text. For higher-complexity documents, the project coordinator may allow a longer delivery time.
- 8.5 The word count is determined electronically from the source text using the same software and version used to create the source text. The contractor will notify the project coordinator of any changes to the word count. In case of disagreement, the final decision on the word count will be made by the project coordinator.
- 8.6 If, after acceptance of the work, the contractor cannot meet the agreed-upon delivery date:
  - The contractor will contact the project coordinator as soon as possible to set a new delivery date.
  - b) The project coordinator will confirm whether or not the new delivery date is accepted.
  - c) If the project coordinator and the contractor cannot agree on the delivery date, the project coordinator may cancel the request at no cost.

# 9. RECEIPT AND TRANSMISSION OF TEXTS

- 9.1 The contractor will receive the documents and return them to LAC using their online request management portal or by email.
- 9.2 LAC will assign a file number to each translation request. All interactions with LAC regarding the request will reference the file number.

- 9.3 All translation requests submitted to the contractor will include the following information:
  - a) the translation work request number;
  - b) the details of the work activities to be performed;
  - c) the document title;
  - d) the delivery date;
  - e) any other relevant information.

### 10. CONTRACTOR TASKS

- 10.1 The contractor will:
  - a) translate or edit the assigned document according to the instructions and deadlines indicated by the project coordinator at the time that the request is made;
  - b) contact the project coordinator to clarify the nature of the work to be performed, if required;
  - if there are conflicting priorities, contact the project coordinator to determine the order in which the work should be performed;
  - resolve all issues related to the document to be translated or edited prior to delivery of the translation (these issues include, but are not limited to, those related to meaning, official names, format, hyperlinks and request instructions);
  - obtain the project coordinator's approval before delivering a text that is not final if all issues could not be resolved;
  - f) respect the style, language level and layout of the original document;
  - g) consult the reference documents provided, if applicable;
  - h) perform quality control of documents to ensure consistency of style, tone, acronyms and terminology when multiple translators are working on the same document or a series of related documents;
  - i) return documents electronically in the same format as the original, unless otherwise specified by the project coordinator;
  - j) use a virus detection and elimination system, and take the necessary measures to ensure the delivery of its translation in electronic media or systems free of viruses;
  - k) not add codes that are not already in the source document.

### 11. APPROACH AND METHODOLOGY

- 11.1 The contractor will follow a consistent style appropriate to the target audience and use consistent and accurate terminology to accurately convey the message of the source document.
- 11.2 The contractor will use (but is not limited to) the following resources:
  - the LAC website (www.bac-lac.gc.ca) to confirm specialized terminology;
  - TERMIUM Plus; les Clés de la rédaction (available on the TERMIUM Plus website);
  - Le Petit Robert;
  - > Le Multidictionnaire de la langue française;
  - terminology banks, as well as lexicons and reference documents provided by the project coordinator.
- 11.3 The contractor is free to use translation tools, but texts that have obviously been translated with machine translation software will fail quality control.

11.4 If the contractor uses more than one resource to translate a document or a series of related documents, the contractor will ensure consistency of style, tone and terminology.

#### 12. QUALITY ASSURANCE

- 12.1 A translation is deemed unsatisfactory if:
  - a) its quality does not meet requirements, that is, if a sample of 800 words includes:
    - i. **one or more major errors** that would result in a misinterpretation of the translation (major errors include mistranslation, factual error, major omission and addition, nonsense, barbarism, impropriety, unreadability and shift in meaning):
    - ii. more than four minor errors caused by insufficient knowledge of the subject matter or principles of translation, incomplete terminology research, or inadequate proofreading (minor errors include spelling, grammar, style, syntax, punctuation, typography, terminology, formatting, minor omission and addition, anglicism, inconsistency and redundancy);
  - b) the document is not of sufficient quality to be posted on the Internet or to be published;
  - the layout does not conform to the source document (unless otherwise specified, the translated document must respect the layout of the source document and be processed with the software requested by the client, without being converted).

#### 13. NOTICE OF NON-COMPLIANCE

- 13.1 When a document is considered unsatisfactory under the quality assurance standards mentioned in section 12.1 and accepted principles and rules in the translation field, LAC may issue a notice of non-compliance and exercise its rights, including:
  - a) requiring the contractor to redo the work at the contractor's expense, within the time frame requested by LAC, regardless of whether the work must be performed in the evening, on a weekend or on a statutory holiday in order to meet the agreed-upon delivery date; and withholding any payments associated with the deliverables until corrections are made to the satisfaction of LAC's Technical Authority.
- 13.2 If the contractor is continuously unavailable to work on this contract and cannot meet the delivery dates specified in sections 7 and 8 of the Statement of Work, LAC may issue a notice of non-compliance.

# 14. SOFTWARE CONSIDERATIONS

- 14.1 At the time of issuing this requirement for translation services, LAC is using the MS Office 2016 suite of products, including Word 2016, Excel 2016, PowerPoint 2016, One Note 2016 and Visio 2016. LAC also uses Adobe Acrobat PDF and Foxit Phantom PDF for the portable document format.
- 14.2 The contractor will accept documents for translation in the electronic formats listed above and return the translated documents in those formats, unless otherwise directed by the project coordinator.

#### 15. REPORTING

15.1 The contractor will facilitate and maintain regular communication with the project coordinator and LAC's Technical Authority.

15.2 The contractor will notify the project coordinator and LAC's Technical Authority of problems, difficulties or concerns with the work as they arise.

### 16. LOCATION OF WORK

- 16.1 The work will be performed at the place of business of the contractor or their resource within Canada.
- 16.2 No relocation is planned for the purpose of performing the work.

# 17. LANGUAGE OF WORK

17.1 As an institution of the federal government, LAC is required under the *Official Languages Act* to provide its services in either of the official languages of Canada: English or French.

# ANNEX "B"

# **BASIS OF PAYMENT**

To be completed at contract award

Please refer to Attachment to Part 3 - Pricing Schedule

# **ANNEX "C" ELECTRONIC PAYMENT INSTRUMENTS**

Bibliothèque et Archives Canada Library and Archives Canada PROTÉGÉ B lorsque rempli PROTECTED "B" when completed

# T1204 Information Reporting by Contractor for the payment of invoices

# Information T1204 à transmettre par l'entrepreneur pour le paiement des factures

	rovide the following information wi of the contract: and return this for ion of payment.			nir l'information suivante dans le hé et retourner ce formulaire ave laiement.	
associated with t	f the entity or individual, as applic the Social Insurance Number (SIN s well as the address and the post	I) or Business	nom associé au i	le de l'entité ou du particulier, so numéro d'assurance sociale (NA i que l'adresse et le code postal,	S) ou au numéro
Name / Nom:					
Adresse /Addr	esse.				
receiving a GOC fonctionnaire ou	public servant or a person that w pension or lump sum payment? I une personne s'étant constituée e nsion du GC ou un montant forfait:	Étes-vous un ancien n société	Are you an abor Êtes-vous un fou	iginal supplier? misseur autochtone?	
Yes / Oui	No / Non		Yes / Oui	No / Nor	1
b. The status of the Contr	ractor:		b. Le statut juridique	de l'entrepreneur:	
Individual / Particulie	er	Partnership /	Société de personnes	Corporati	ion / Société
harmonisée (TVH) / I number; d. Dans le cas d'une so d'un numéro d'entrep fournir le NAS de l'as	iculier, le NAS de l'entrepreneur of For individuals, the Contractor's ciété de personnes et d'une soo rise ou de TPS/TVH, une société socié qui a signé le marché / For corporations must provide their T	SIN and, if applicable, the siété, le numéro d'entrepri devra fournir son numéro partnerships and corpor	BN, or the Goods and Service se, ou si ce demier n'est pas o d'impôt de société du feuillet ations, the BN, or if this is not	es Tax (GST)/Harmonized Śales disponible, le numéro de TPS/TV T2, tandis qu'une société de per available, the GST/HST numbe	Tax (HST)  'H. En l'absence sonnes devra r. If there is no BN
Contractor's SIN	: / NAS de l'entrepreneur:		GST/HST number:	Numéro TPS/TVH:	
Business Numbe	r:/ Numéro d'entreprise:		T2 Corp. Tax numb	er: / Numéro d'impôt de société l	2
officer:	tification signed by the Contractor		autorisé :	nte, signée par l'entrepreneur o	
including the Revenue Age	I have examined the information, legal name, address, and Canada ( ency identifier, (c) or (d) as applicab omplete, and fully discloses the ide	Dustoms and lle, and that it is	renseignements l'adresse et le nur Revenu du Cana	a présente que j'ai examiné tous foumis ci-dessus, y compris fu- mèro identificateur de l'Agence de da, c) ou d) selon le cas, qu'ils so divulguent clairement l'identité du	pellation légale, s douanes et du nt corrects et
	Signature		date		



Library and Archives Canada

# Demande d'inscription au dépôt direct pour les fournisseurs canadiens

Signature

PROTÉGÉ B lorsque rempli PROTECTED "B" when completed Direct Deposit Enrollment Request for Canadian suppliers

Pour les paiements fait au Canada seulement For payments deposited in Canada only Demande initiale Annulation Modification New Request Cancellation Change A REMPLIR ÉLECTRONIQUEMENT OU Écrire lisiblement FILL FORM ELECTRONICALLY OR print clearly Nom du particulier ou Prénom de l'entreprise Given Name Surname or CO Name Ville Adresse City Address Code postal Province Postal Code Courriel Téléphone F-Mail Telephone S.V.P. joindre un specimen de chèque avec la Please attach a blank cheque for your bank account mention 'NUL' pour votre compte bancaire. Si with 'VOID' written on it. If you don't have a chequing vous n'avez pas de compte chèque, compléter account fill this section with your banking information. cette section avec vos informations bancaires Name / Nom P.O. Box / C.P. 000 Example / Exemple Nom et adresse de l'institution financière Cheque No. Nº de chêgu Financial institution's name and address Dollars 000000000 "000000"000 "000" Account No -N° compte N° succursale - Branch No Institution No - N° institution 3 digits 3 chiffres N° institution - Institution No Branch No - N° succursale 5 digits 5 chiffres For finance use only/ Pour finances seulement N° compte - Account No Code S-By / Par: Attestation Certification En tant que bénéficiaire des paiements, j'autorise BAC à I, as the person entitled to receive the payments, déposer mes remboursements dans le compte bancaire authorize LAC to deposit my reimbursements into the mentionné ci-dessus et ce, jusqu'à nouvel ordre. above-noted bank account until further notice.

Tel –Tél.

Date



Canada

**PROTÉGÉ B** lorsque rempli PROTECTED "B" when completed

### Renseignements supplémentaires

- Ne remplissez pas ce formulaire si vous avez déjà demandé le dépôt direct et que les renseignements n'ont pas changé.
- Si vous changez de compte bancaire détenu au Canada dans lequel nous déposons un paiement, assurez-vous de nous informer des renseignements relatifs à votre nouveau compte bancaire. De plus, assurez-vous que le paiement est déposé dans le nouveau compte bancaire avant de fermer l'ancien.
- Votre demande de dépôt direct restera en vigueur jusqu'à ce que vous modifilez les renseignements originaux ou que vous annuliez le service.
- Pour interrompre le dépôt direct veuillez remplir ce formulaire en omettant les informations bancaires et en cochant la case 'Annulation'.
- Vous recevrez un courriel contenant le numéro de facture et le montant lorsqu'un paiement sera émis.
- Envoyez votre formulaire dûment rempli par télécopieur au 819-934-5264 ou par courriel à bac.supportfinance-financesupport.lac@canada.ca ou par la poste à Bibliothèque et Archives Canada, Finance, 550 boul de la Cité, 8 leme étage, Gatineau QC K1A 0N4

#### More information

- Please do not fill in this form if you already requested the reimbursement via Direct deposit or if the banking information has not changed.
- If you are changing your bank account held in Canada into which we deposit a payment, be sure to tell us about your new bank account. In addition, make sure you do not close the old bank account before we deposit the payment into the new bank account.
- Your direct deposit request will stay in effect until you change the information or cancel the service.
- To cancel direct deposit service, send this form without the banking info and tick the Cancellation Box
- You will receive an e-mail with the invoice number and the amount to notify you when a payment is issued.
- Send your completed form by email at <u>bac.supportfinance-financesupport.lac@canada.ca</u> or by fax at 819-934-5264 or by mail at Library and Archives Canada, Finance, 550 boul de la Cité, 8th Floor, Gatineau QC K1A 0N4.