



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

Bureau de la sécurité des transports du
Canada / Transportation Safety Board of
Canada
200 Promenade du Portage
4th floor / 4^e étage
Gatineau QC K1G 4A8

**REQUEST FOR PROPOSAL / DEMANDE
DE PROPOSITION**

Proposal to: Transportation Safety Board of
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
services listed herein and on any attached
sheets at the price(s) set out thereof.

Proposition au: Bureau de la sécurité des
transports du 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 services énumérés ici sur toute
feuille ci-annexées, au(x) prix indiqué(s).

Comments / Commentaires

THIS DOCUMENT CONTAINS A
SECURITY REQUIREMENT / LE
PRÉSENT DOCUMENT COMPORTE
UNE EXIGENCE RELATIVE À LA
SÉCURITÉ

Title / Sujet Translation Services	
Solicitation No. / N° de l'invitation RFP P2000101	Date 20 December 2019
Client Reference No. / N° référence du client	
GETS Reference No. / N° de référence de SEAG	
File No. / N° de dossier P2000101	CCC No. / N° CCC - FMS No. / N° VME
Solicitation closes / L'invitation prend fin 02-02-2020 at 02:00 p.m.	Time zone / Fuseau horaire Eastern Standard Time (EST)
F.O.B. / F.A.B. Plant / Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to / Adressertoutes questions à Yannick Bastonnais	
Telephone No. / N° de téléphone 819-664-7533	Fax. / N° de FAX 819-953-7287
Destination of Goods, Services, and Construction / Destination des biens, services et construction Voir aux présentes—See below	

Instructions: See herein
Instructions: Voir aux présentes

Delivery required / Livraison exigée See herein / Voir aux présentes	Delivered offered / Livraison proposée
Vendor/firm Name and address / Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. / N° de télécopieur :	
Telephone No. / N° de téléphone :	
Name and title of person authorized to sign on behalf of Vendor/firm / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (Type or print / taper ou écrire en caractères d'imprimerie)	
Signature	Date

Bid solicitation for translation and editing services for the Transportation Safety Board of Canada (P2000101)

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PART 1 – GENERAL INFORMATION

1.1 Security requirement

1.1.1 There is a security requirement associated with this requirement.

1.2 Additional information

1.2.1 For additional information, consult PART 4 – EVALUATION CRITERIA and PART 6 – RESULTING CONTRACT CLAUSES.

1.3 Requirement

1.3.1 This bid solicitation is being issued by Transportation Safety Board of Canada (TSB). The resulting contract will be used by the TSB to procure English, French, and on infrequent occasions other language Translation Services for TSB on an as needed and requested basis during the contract period.

1.3.2 The TSB will issue a Task Authorization¹ contract for 2 years, plus two (3), one (1) year irrevocable options allowing TSB to extend the term of the contract. This bid solicitation does not preclude the TSB from using another method of supply for TSB entities with the same or similar needs.

1.3.3 Bidders in receipt of a pension or a lump-sum payment must provide the information required under sub-part 2.5 of PART 2 of the bid solicitation.

1.3.4 There is a Federal Contractors Program (FCP) for employment equity requirements associated with this procurement; see

- PART 5 sub-part 5.1.2 – Federal Contractors Program for Employment Equity – Bid Certification;
- PART 7 – RESULTING CONTRACT CLAUSES; and
- Annex F – Federal Contractors Program for Employment Equity – Certification.

1.3.5 The Contractor must provide the services described in Annex A – Statement of Work on an as-needed and -requested basis.

1.3.6 The Crown reserves the right to negotiate with suppliers on any procurement.

1.4 Briefings

1.4.1 Bidders may ask for a briefing 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 briefing may be provided in writing, by telephone or in person.

¹ Task Authorizations for the purpose of this contract will be the TSB's emailed approval to proceed based on the time and rate estimate submitted by the contractor for the requested translation.

PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- 2.1.1 All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010B/18>) issued by Public Works and Government Services Canada.
- 2.1.2 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.
- 2.1.3 The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails. All references to PSPC contained within the Standard Instructions will be interpreted as a reference to TSB, except for section 5(2) (d).

The text under Subsection 4 of Section 01 – Code of Conduct and Certifications of 2003 referenced above is replaced by:

Bidders should provide with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has 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 provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Form (Consent to a Criminal Record Verification form – PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 – Code of Conduct and Certifications of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

- 2.1.4 Section 3 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows: delete “Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16”
- 2.1.5 For purposes of this procurement the PSPC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as TSB policies.

2.2 Submission of Bids

- 2.2.1 The Bid Package must be received by e-mail mail only or courier to Contracting/Procurement, to the attention of Contracting Authority Yannick Bastonnais by 14:00 Eastern Standard Time (EST), 02 February 2020. Bids received after this date and time will not be accepted.
- 2.2.2 Only electronic bids will be accepted.

2.3 Enquiries – Bid Solicitation Period

- 2.3.1 All enquires must be submitted by email to the Contracting Authority Yannick Bastonnais by 14:00 Eastern Standard Time (EST), 23 January 2020. Enquiries received after that time may not be answered.
- 2.3.2 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries submitted in a form that cannot be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

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

Note to bidders: A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.

2.5 Former Public Servant

- 2.5.1 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-compliant.

2.5.2 Definitions

- 2.5.2.1 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.

2.5.2.2 "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. The lump-sum payment period does not include the period of severance pay, which is measured in a like manner.

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

2.5.3 Former Public Servant in Receipt of a Pension

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

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

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

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

2.5.4 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; and
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.6 Basis for Canada's Ownership of Intellectual Property

2.6.1 Canada has determined that any intellectual property arising from the performance of the Work under the Contract will belong to TSB.

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Format of bid

3.1.1 Bidders must submit their bids in MS Word by email only to Yannick Bastonnais
Yannick.Bastonnais@bst-tsb.gc.ca.

3.1.2 There are two documents: the technical bid and the financial bid. Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.

3.1.3 Canada requests that bidders

3.1.3.1 use a numbering system that corresponds to the bid solicitation;

3.1.3.2 include a title page on each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and

3.1.3.3 include a table of contents.

3.1.4 Blank Prices

Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.2 Section I: Technical Bid

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

3.2.2 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 number where the subject topic has already been addressed.

3.2.3 The technical bid consists of the following:

3.2.3.1 Bid Submission Form

Bidders must include the Bid Submission Form with their bid.

3.2.3.2 Security

Required by PART 6 of the bid solicitation.

3.3 Section II: Financial Proposal

3.3.1 Financial Proposal

3.3.1.1 Bidders' Financial Proposals will be evaluated and scored in accordance with specific evaluation criteria outlined herein and detailed in PART 4, sub-part 4.4 – Financial Evaluation. If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

3.3.1.2 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet detailed in Annex C – Basis of Payment. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.

3.3.2 Electronic Payment of Invoices – Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex G – Electronic Payment Instruments to identify which ones are accepted. If Annex G – Electronic Payment Instruments is not completed, it will be considered that Electronic Payment Instruments are not being accepted for payment of invoices. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.4 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price per point will be recommended for Contract award.

PART 4 – EVALUATION PROCEDURE AND BASIS OF SELECTION

Bidders' proposals will be evaluated according to the following evaluation and selection criteria.

4.1 Evaluation Procedures

4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.

4.1.2 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

4.1.3 An evaluation team composed of TSB representatives will evaluate the bids.

4.1.4 Request for Clarifications

If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-compliant.

4.2 Technical Bid Evaluation

4.2.1 Each Bid will be reviewed to determine whether it meets the Mandatory Requirements of the Bid Solicitation. Any element of the Bid Solicitation identified with the words “must” or “mandatory” is a Mandatory Requirement. Bids that do not comply with each and every Mandatory Requirement will be declared non-compliant and be disqualified.

4.2.2 Mandatory Requirements

Bidders' proposals must meet the following Mandatory Requirements for their submissions to be considered for further evaluation.

4.2.2.1 Bidders must have been in business for 6 or more years.

4.2.2.2 Bidders MUST be certified under one or both of the following standards:

- CA/CGSB-131.10-2017 Translation Services (available at <http://www.scc.ca/en/standardsdb/standards/28935> and <http://www.publications.gc.ca/site/eng/9.840021/publication.html>);
- ISO 17100:2015 Translation services (available at <https://www.iso.org/standard/59149.html>)

The TSB will not assume any costs associated with acquiring these standards or certification.

4.2.2.3 Bidders MUST demonstrate that they have sufficient qualified translators and revisers to be able to keep 5 or more tasks in different source languages and of various lengths, complexity, and subject matter in work concurrently and meet delivery dates agreed with clients.

4.2.2.4 Bidders MUST deliver translation done at the Regular rate at a rate no less than 1000 words per business day. Translations done at the Regular rate MUST be done by a single translator. (Only translations done at the Rush rate may be done by more than one translator at a time, with the prior agreement of the Project Authority or her delegate.)

4.2.2.5 Bidders MUST be able to provide service more than 8 hours in one day or over a weekend or holiday to meet important deadlines.

4.2.2.6 The Bidder MUST provide the name of 4 references (with organization name, position title, email address and phone number) from clients with which the Bidder has contracts for at least \$100,000 per year for similar work.

4.2.2.7 All resources working on TSB materials MUST possess a valid security clearance at the “Reliability Status” level at bid closing.

4.2.2.8 When the Contract is awarded, the Contractor MUST sign a Confidentiality Agreement, have all its resources likely to work on TSB materials at any time during the validity of the contract sign a Confidentiality Agreement, and submit the signed Confidentiality Agreements to the Contracting Authority.

4.2.2.9 Stating experience and/or capacity is not sufficient. Bidders MUST provide substantiation for their claims to be considered valid.

Table 1. Mandatory Requirements

	Mandatory Requirements	Meets	Does not meet
M1	The Bidder MUST have been in business for 6 or more years.		
M2	Bidders MUST be certified under one or both of the following standards: <ul style="list-style-type: none"> • CAN/CGSB-131.10-2017 Translation Services • ISO 17100:2015 Translation services 		
M3	The Bidder MUST provide the name of 4 references (with organization name, position title, email address and phone number) from clients with which the Bidder has contracts for at least \$100,000 per year for similar work.		
M4	The Bidder MUST demonstrate that they have sufficient qualified translators and revisers to be able to keep 5 or more tasks in different source languages and of various lengths, complexity, and subject matter in work concurrently and meet delivery dates agreed with the Project Authority.		
M5	The Bidder MUST deliver translation done at the Regular rate at a rate of no less than 1000 words per business day. Translations done at the Regular rate MUST be done by a single translator.		
M6	Bidders MUST be able to provide service more than 8 hours in one day or over a weekend or holiday to meet important deadlines.		
M7	All resources working on TSB materials MUST possess a valid security clearance at the "Reliability Status" level at bid closing.		
M8	Bidders MUST provide substantiation for their claims to be considered valid.		

4.3 Point-rated Technical Criteria

- 4.3.1 Each bid will be rated by assigning a score to the rated criteria, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex D – Point-rated Technical Evaluation.
- 4.3.2 For references, Canada reserves the right to conduct reference checks in writing by email. Canada may send reference check requests to contacts supplied by all the Bidders during the evaluation period using the email address provided in the bid. Canada will not award any points unless the response is received within 5 working days of the date that Canada's email was sent.
- 4.3.3 If Canada does not receive a response from the contact person within the 5 working days, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.
- 4.3.4 Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- 4.3.5 Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if
 - a) the referring client is unable or unwilling to provide the information requested, or
 - b) the referring client is not a client of the Bidder itself (for example, the client cannot be the client of an affiliate of the Bidder instead of being a client of the Bidder itself). Nor will points be allocated or a mandatory met if the client is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

4.4 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders described in Annex C – Basis of Payment.

- 4.4.1 SACC Manual Clause A0220T (2014-06-26), Evaluation of Price – Bid
- 4.4.2 SACC Manual Clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)
- 4.4.3 SACC Manual Clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)
- 4.4.4 SAAC Manual Clause A0078C (2008-05-12), Transition Period
- 4.4.5 Proposals containing a financial bid other than the one requested at Article 3.
- 4.4.6 Section II: Financial Bid of PART 3 – BID PREPARATION INSTRUCTIONS will be declared non-compliant.
- 4.4.7 The purpose of the financial evaluation is to determine the proposal's cost per point, based on the firm unit prices submitted in Annex C – Basis of Payment.
- 4.4.8 Basis of Selection – Lowest Total Price per Point
 - 4.4.8.1 To be declared responsive, a bid must:
 - a) comply with all the requirements of the bid solicitation;
 - b) meet all Mandatory Requirements;
 - c) and obtain the required minimum of 37.5 out of 50 points for the Technical Evaluation.Bids not meeting a) or b) or c) will be declared non-compliant.
 - 4.4.8.2 Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the Lowest Total Price per Point will be recommended for Contract award.
 - 4.4.8.3 The following example (Table 3) shows a situation where the Total Price per Point is calculated for a bid that has met all Mandatory Requirements and obtained the required minimum of points overall for the Technical Evaluation criteria that are subject to point rating:

Table 2. Example of the total price per point calculation

	A	B	C	D	E= (A+B+C)/D
	Contract period Firm unit price	Option Year 1 Firm unit price	Option Year 2 Firm unit price	Technical evaluation Points: 31.50	Price per point
Regular rate per word	\$0.35/word	\$0.39/word	\$0.50/word		\$
Regular rate per hour	\$65.00/hour	\$63.00/hour	\$65.00/hour		\$
Rush Rate per word	\$0.40/word	\$0.45/word	\$0.47/word		\$
Rush rate per hour	\$70.00/hour	\$73.00/hour	\$75.00/hour		\$
Total price per point					\$

Regular: Refers to work undertaken Monday to Friday (except on statutory holidays) between the hours of 07:00 and 17:00 at a rate of no more than 1000 words per day. Translations done at the Regular rate must be done by a single translator.

Rush: Refers to work undertaken at all other times or in volume greater than 1000 words per day. Translations done at the Rush rate may be done by more than one translator at a time, with the prior agreement of the Project Authority or her delegate.

PART 5 – CERTIFICATIONS

5.1 Mandatory Certifications Required Precedent to Contract Award

5.1.1 Code of Conduct and Certifications – Related documentation

5.1.1.1 By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 1 – Code of Conduct and Certifications – Bid of Standard Instructions (2003). The related documentation therein required 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 <https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour.html> available from Employment and Social Development Canada (ESDC) – Labour’s website

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the “FCP Limited Eligibility to Bid” list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Annex F – Federal Contractors Program for Employment Equity – Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Annex F – Federal Contractors Program for Employment Equity – Certification, for each member of the Joint Venture.

5.2 Additional Certifications Precedent to Contract Award

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

5.2.1 Electronic Payment

H3027T (2016-01-28) Terms of Payment (Annex G of this document)

5.2.2 Industry Certifications

Bidders MUST demonstrate that they are certified under one or both of the following standards:

- CA/CGSB-131.10-2017 Translation Services (available at <http://www.scc.ca/en/standardsdb/standards/28935> and <http://www.publications.gc.ca/site/eng/9.840021/publication.html>);
- ISO 17100:2015 Translation services (available at <https://www.iso.org/standard/59149.html>)

5.2.2.1 By submitting a bid, the Bidder certifies that, if it is awarded a Contract as a result of the Bid Solicitation, its resources will have the credentials and experience described in the Bid Solicitation and that these resources 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.

5.2.2.2 By submitting a bid, the Bidder certifies that it has verified the credentials and experience of the resources that will be assigned the work described in the contract, and that those resources are capable of performing that work.

PART 6 – SECURITY REQUIREMENTS

6.1 Security Requirement

6.1.1 Before award of a contract, the following conditions must be met:

6.1.1.1 The Bidder must hold a valid organization security clearance as indicated in PART 7 – RESULTING CONTRACT CLAUSES.

6.1.1.2 The Bidder's resources requiring access to classified or protected information must each meet the security requirement as indicated in PART 7 – RESULTING CONTRACT CLAUSES.

6.1.1.3 The Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in PART 7 – RESULTING CONTRACT CLAUSES.

6.1.2 For additional information on security requirements, bidders should consult the "Security Requirements for PSPC Bid Solicitations - Instructions to Bidders" <http://iss-ssi.pwgsc-tpsgc.gc.ca/msi-ism/index-eng.html> on the Departmental Standard Procurement Documents Website.

PART 7 – RESULTING CONTRACT CLAUSES

7.1 Requirement

_____ insert when contract awarded (the “Contractor”) agrees to supply to the Client the services described in the Contract, including the Annex A – Statement of Work and Annex C – Basis of Payment. This includes providing translation services (on an as-and-when-required basis) when requested by Canada.

7.2 Optional Services

- 7.2.1 The Contractor grants to Canada the irrevocable option to acquire the services described per Annex A – Statement of Work of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may be exercised only by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.
- 7.2.2 The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor at least 10 calendar days before the contract expires.
- 7.2.3 The Contractor must ensure that sufficient resources with the required credentials and experience remain available for work under the Task Authorizations to be issued in accordance with this Contract.

7.3 Minimum Work Guarantee

- 7.3.1 Canada's obligation under the Contract is to request Work in the amount of 10% of the Minimum Contract Value on the date the contract is first issued. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 7.3.2 In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 7.3.3 Canada will have no obligation to the Contractor under this sub-part if Canada terminates the entire Contract
- 7.3.3.1 for default; or
- 7.3.3.2 for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
- 7.3.3.3 for convenience within thirty business days of Contract award.

7.4 Contract Period

- 7.4.1 The “Contract Period” is the entire period of time during which the Contractor is obliged to perform the Work, which includes
- 7.4.1.1 the Initial Contract Period, which begins on the date the Contract is awarded and ends 1 year later;

7.4.1.2 the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

7.4.2 Option to Extend the Contract

7.4.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1)-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

7.4.2.2 Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may be exercised only by the Contracting Authority, and will be evidenced, for administrative purposes only, by a Contract Amendment.

7.5 Authorities

7.5.1 Contracting Authority

7.5.1.1 The Contracting Authority for the Contract is

NAME: Yannick Bastonnais
ADDRESS: 200 Promenade du Portage, 4th floor, Gatineau QC K1A 1K8
TELEPHONE: 819-664-7533
FAX: 819-953-7287
E-MAIL: Yannick.Bastonnais@bst-tsb.gc.ca

7.5.1.2 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 Project Authority

7.5.2.1 The Project Authority for the Contract is (insert when contract awarded)

NAME:
ADDRESS:
TELEPHONE:
FAX:
E-MAIL:

7.5.2.2 The Project Authority 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 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 Contractor's Representative

7.5.3.1 The Contractor's Representative for the Contract is (insert when contract awarded)

NAME:
ADDRESS:
TELEPHONE:
FAX:
E-MAIL:

7.6 Payment

7.6.1 Basis of Payment

- 7.6.1.1 The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment, to the limitation of expenditure specified in the authorized TA.
- 7.6.1.2 Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Applicable Taxes are extra.
- 7.6.1.3 No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any modifications or interpretations of the Work will be authorized or paid to the Contractor unless these modifications or interpretations have been authorized, in writing, by the Project Authority before their incorporation into the Work.

- 7.6.2 For providing the Translation Services in accordance with the Contract, Canada will pay the Contractor the firm extended price(s) set out in Annex C – Basis of Payment, FOB destination, including all applicable taxes extra.

Estimated Cost: \$ (insert when contract awarded)

7.6.3 Competitive Award

- 7.6.3.1 The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

7.6.4 Limitation of Expenditure

- 7.6.4.1 Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any applicable GST/QST. With respect to the amount set out on page 1 of the Contract, Tax is included, if applicable.
- 7.6.4.2 No increase in the total liability of Canada or in the price of the Work resulting from any 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.

7.6.5 Method of Payment for Task Authorizations

H1008C (2008-05-12), Monthly payment

Canada will pay the Contractor upon completion and delivery of all the Work associated with the Task Authorization in accordance with the payment provisions of the Contract if:

- 7.6.5.1 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;
- 7.6.5.2 all such documents have been verified by Canada; and
- 7.6.5.3 the Work delivered has been accepted by Canada.

7.7 Price Protection – Most Favoured Customer

- 7.7.1 To the best of the Contractor's knowledge, the prices it is charging to Canada under the Contract are not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities) for a similar quality and quantity of goods and services in the year before the Contract was awarded.
- 7.7.2 The Contractor also agrees that, if after the date the Contract is issued it reduces the prices it charges to other customers for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under the Contract (with notice to the Contracting Authority).
- 7.7.3 At any time during the 6 years after making the final payment under the Contract or until all claims and disputes then outstanding are settled, whichever is later, Canada has the right to audit the Contractor's records to verify that it is receiving (or has received) these prices. Canada will give at least 2 weeks of notice before the audit.
- 7.7.4 During this audit, the Contractor must produce invoices and contracts for similar quality or quantity of goods or services sold to other customers from one year before the Contract was awarded until the end of the Contract Period. If the Contractor is required by law or by contract to keep another customer's information confidential, the Contractor may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Contractor provides, together with the invoices and contracts, a certification from its Chief Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and number and location of service locations).
- 7.7.5 In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.
- 7.7.6 If Canada's audit reveals that the Contractor charged lower prices for a similar quality and quantity of goods and services under any contract where deliveries were made in the year before the Contract was awarded, or that the Contractor delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under the Contract, then the Contractor must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of the Contract.
- 7.7.7 Canada acknowledges that this commitment does not apply to prices charged by any affiliates of the Contractor.

7.8 Travel and Living Expenses

There are no travel and living expenses associated with the Contract.

7.9 Invoicing Instructions

- 7.9.1 The Contractor must submit invoices in accordance with the information required in the General Conditions.
- 7.9.2 The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- 7.9.3 The Contractor must provide the original of each invoice to the Project Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

7.10 Applicable laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Insert when contract awarded**

7.11 Priority of documents

- 7.11.1 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 2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity);
 - c) Annex A – Statement of Work;
 - d) Annex B – Specifications and Standards;
 - e) Annex C – Basis of Payment;
 - f) Annex E – Security Requirements Check List;
 - g) Task Authorizations approval (including all of their annexes, if any); and
 - h) the Contractor's bid dated **Insert when contract awarded**

7.12 Certifications

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

7.13 Federal Contractors Program for Employment Equity – Default by the Contractor

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

7.14 Security Requirements

- 7.14.1 The Contractor must, at all times during the performance of the Contract, maintain a valid Designated Organization Screening (DOS) issued by Public Service and Procurement Canada – Industrial Security Program(<http://iss-ssi.pwgsc-tpsgc.gc.ca/msi-ism/index-eng.html>)
- 7.14.2 The Contractor and its Resources having access to Protected B information must EACH maintain a valid Reliability Status issued by Public Works and Government Services Canada – Industrial Security Program.

7.15 Safeguarding Electronic Media

- 7.15.1 Before sending them to Canada or using them on Canada's equipment, the Contractor must use a regularly updated product to scan electronically all electronic files and media used to perform the Work for viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic file or medium used for the Work is found to contain viruses or other coding intended to cause malfunctions.
- 7.15.2 If information or documentation on electronic media is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

7.16 Intellectual Property

Documentation produced by the Contractor in the performance of the work under this Request For Proposal and pursuant Contract shall vest in and remain the property of TSB.

7.17 Implementation of Professional Services

If similar professional services are currently being provided by another supplier or by Canada's own personnel, the Contractor is responsible for ensuring that the transition to the professional services it provides under the Contract is completed in a way that does not disrupt Canada's operations or users, and does not result in any interim degradation to the timeliness or quality of service. The Contractor is solely responsible for any additional training required by its resources to perform the Work, and time spent by resources on that training or becoming familiar with the Client's environment must not be charged to Canada. The transition will be considered complete once the Contractor has demonstrated, to the satisfaction of the Project Authority, that it is ready and able to carry out the Work. The transition must be complete by no later than 10 working days after the Contract is awarded. All costs associated with establishing itself to provide the professional services are the responsibility of the Contractor.

7.18 Transition Services at the End of the Contract Period

The Contractor agrees that, in the period leading up to the end of the Contract Period, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

Annex A – Statement of Work

1 Title

TRANSLATION SERVICES

2 Background

Investigation reports and other materials that will be translated under this Contract are essential to the advancement of transportation safety in Canada and to the fulfillment of the mandate of the Transportation Safety Board of Canada (TSB).

The TSB is an independent agency that advances transportation safety in the air, marine, rail and pipeline, modes of transportation by

- conducting independent investigations into transportation occurrences in order to make findings as to their causes and contributing factors;
- reporting publicly on its investigations and the related findings;
- identifying safety deficiencies as evidenced by transportation occurrences; and
- making recommendations designed to eliminate or reduce any such safety deficiencies.

3 Bidder and bidder's resources

3.1 The Bidder must have been in business for 6 years or more.

3.2 The resources assigned to TSB work must have the credentials and experience described in 4.2.2 Mandatory Requirements.

3.3 Once the Contract is awarded, the Contractor must assign a coordinator to the TSB who will be a single point of contact for obtaining estimates, managing the distribution of documents, responding to queries, etc.

4 Minimum Work Guarantee

4.1 As stated in PART 7, sub-part 7.3 – Minimum Work Guarantee, Canada's obligation under the Contract is to request Work in the amount of 10% of the Minimum Contract Value on the date the Contract is first issued. Contractors should note that there is no further guarantee of work: Contractor services will be called upon as and when required.

5 Scope of work

5.1 Provide English-to-French and French-to-English translation of air, marine, rail, and pipeline transportation safety investigation reports, media and communications materials, and corporate documents.

5.2 Secure and manage translation of other languages to or from English or French, as well as transcription of audio files as a precursor to translation, if necessary.

5.3 Ensure the following for each translation task:

5.3.1 Adherence to the task authorization process (see section 6 below)

- 5.3.2 Application of the quality standards detailed in section 5 of Annex B – Specifications and Standards
- 5.3.3 Timely reception and delivery of correspondence, source documents, reference materials, and translations by maintaining both a reliable email service and a secure, password-protected file-transfer facility
- 5.3.4 Retention of the format (including template, layout, styling, software application) of the source document
- 5.3.5 Adherence to TSB standards for style, level of language, terminology, etc. as described in TSB style guides, glossaries, databases, and other relevant specifications and references indicated by the TSB Project Authority
- 5.3.6 Use of standard text provided by the TSB Project Authority
- 5.3.7 Use of relevant non-TSB reference and source materials
- 5.3.8 Use of a translation memory to maintain consistency of terminology, expression, etc. and to identify translation or terminology discrepancies or errors
- 5.3.9 Consultation with the TSB resource person to clarify the task and resolve questions concerning translation, terminology, documentation, etc.
- 5.3.10 Revision and proofreading of the translation, whether it was done by a single or several translators, to ensure accuracy of translation, consistency of style and terminology, and correct grammar, syntax, spelling, and punctuation, while respecting the agreed delivery date
- 5.3.11 Use of virus detection and elimination software so that files are delivered virus-free
- 5.3.12 Delivery of the translation at the time and on the agreed date, and under the conditions specified in the Task Authorization
- 5.3.13 Maintenance of a strict standard of translation quality control and the continued application of best translation service practices
- 5.3.14 Maintenance of a translation memory or database for TSB content

6 Task Authorization process

- 6.1 The Contractor is to follow this Task Authorization process for each task:
 - 6.1.1 The TSB Project Authority or her delegate sends the Contractor an email requesting a time and cost estimate to translate an attached/transferred document.
 - 6.1.2 If necessary, the Contractor consults the TSB resource person to clarify the translation task.
 - 6.1.3 Within one business day of receiving the request for an estimate, the Contractor confirms the word count for translation, provides a per-word and total price (according to the rates in Annex C), and gives a firm task delivery date/number of days to complete the task after approval.
 - 6.1.4 The TSB Project Authority or another manager with signing authority emails approval to proceed with the work.
 - 6.1.5 As required during the work, the Contractor consults with the TSB Project Authority or her delegate to clarify the task or resolve questions concerning translation, terminology, documentation, etc.
 - 6.1.6 The Contractor delivers the translated and revised materials to the TSB Project Authority on the date provided in the estimate and in the format described in 3.3.1.4. above.

7 Deliverables

- 7.1 The Contractor who accepts the work will submit the following deliverables to the TSB Project Authority within the established time frame:
- 7.1.1 The translation service that was requested in the TSB Task Authorization. The translated document **MUST** meet the required service standards detailed in Annex B – Specifications and Standards; and **MUST** be delivered by secure email or FTP at the time and to the correct individual as specified in the TSB Task Authorization.
 - 7.1.2 All translations **MUST** use the same template, layout, styling, and software application as the source text. The translation/editing **MUST** be ready for use (i.e., free of comments, questions and/or notes) upon delivery to the TSB, unless previously agreed otherwise by the TSB Project Authority or her delegate.
 - 7.1.3 If the Contractor accepts work but completes it in an untimely or unacceptable fashion (not meeting service standards), the TSB **WILL** impose penalties.
 - 7.1.4 Unless otherwise described in this Contract, written notice by means of a Contract amendment of Canada's intention to exercise such option shall be given to the Contractor at least ten (10) business days before the schedule effective date of the requirement. The TSB's Contracting Authority shall be the only authority to exercise this option.

Annex B – Specifications and Standards

The Contractor must provide the deliverables specified within each Task Authorization according to the following specifications and standards:

1 Language

- 1.1 The Contractor requires an exceptional knowledge of English and French, including mastery of grammar, usage and the principles of composition, as well as the style conventions in common use within the Government of Canada.

2 Volume of Work

- 2.1 Publishing demands and volume are unpredictable. The Contractor **MUST** be able to provide service more than 8 hours in one day or over a weekend or holiday to meet important deadlines that are important.

3 Word Count for Translation and Editing

- 3.1 A word is defined as a contiguous series of letters. Numbers that appear in the text are considered words and must also be translated.
- 3.2 The Contractor will provide the TSB Project Authority and her delegate with an estimated word count for each text for which there is a request for a translation estimate. The TSB Project Authority will be responsible for verifying the word count upon receipt of the estimate. Should the word count be considered inaccurate, the TSB Project Authority or her delegate will contact the Contractor immediately, before approving the translation.

4 Format and Software for Translation

- 4.1 The work will be done using the same—and the same version of—software as that used to produce the source document, unless specified otherwise by the TSB Project Authority in the Task Authorization.
- 4.2 Electronic formats other than those specified by the TSB will not be accepted.
- 4.3 The Contractor must deliver work by email or by FTP on the date (and at the time, if applicable) provided in the estimate, unless previously agreed otherwise with the TSB contact person.
- 4.4 If it is necessary to compress files for delivery, the Contractor must use a standard, commercially available data compression software agreed in advance with the TSB Project Authority.
- 4.5 At all times, the Contractor must use virus-detection and -elimination software to ensure the delivery of virus-free files to the TSB.

5 Quality Standards

- 5.1 The work must be done to the satisfaction of the TSB Project Authority and in accordance with the instructions provided within the Task Authorization. In view of the nature of the documents, the Contractor must have a quality control system in place, and the quality of the translation must meet the following standards:

- 5.1.1 Translations must be completed using a style and level of language that is consistent with the nature and end use of the document.
- 5.1.2 The Contractor will ensure standardization and consistency of terminology by using translation memories, TSB guidance materials, and TSB or other references, as well as assigning translation and revision to resources experienced in TSB work and/or with subject-matter expertise.
- 5.1.3 The Contractor must ensure that translations done by more than one translator are revised to ensure uniformity of terminology, level of language and style, while respecting TSB's established timelines.
- 5.1.4 Translations/Editing projects must meet the service standards detailed in the section: Required Service Standards and Remedies for Non-performance.

6 Documentation, Terminology and Resource Person

- 6.1 The TSB Project Authority or her delegate will provide the Contractor with the name of a TSB resource person for each text to be translated.
- 6.2 It is the Contractor's responsibility to acquire and maintain translation memories, terminology databases, and other references to ensure the use of terminology acceptable to the TSB as well as consistency across projects, and to provide the TSB Project Authority with any new terminology resulting from special projects, if requested.

7 Equipment and Supplies

- 7.1 The Contractor will supply all of the tools, equipment, hardware, software, and services required to carry out the work. The Contractor must have access to a reliable e-mail service as well as a secure file transfer facility that permits the receipt and return of large files.

8 Inspection and Acceptance of Deliverables

- 8.1 All deliverables and services rendered under this requirement are subject to inspection by the TSB Project Authority or her designate. Should any deliverable not be to the satisfaction of the TSB Project Authority, the TSB Project Authority will have the right to reject it or require correction before payment will be authorized (see 10 – Required Services Standards and Remedies for Non-Performance).

9 Reporting Requirements

- 9.1 All services and deliverables specific to each Task Authorization will be provided to TSB according to the following:
 - 9.1.1 Availability and Deadlines
 - 9.1.1.1 The Transportation Safety Board's regular working hours are from 07:00 to 17:00 Monday to Friday (EST/EDT). The Contractor may be required to be available for the delivery of services outside these regular working hours, on weekends and on statutory holidays. All work at the Rush rate is to be pre-authorized as such by the TSB Project Authority.
 - 9.1.1.2 Every effort will be made by the TSB to provide the Contractor with reasonable deadlines. If for reasons outside his or her control, the Contractor is unable to meet the established deadline, they must contact the TSB as early as possible before the deadline to make other arrangements.

9.1.2 Delivery

- 9.1.2.1 Source documents for translation, as well as any accompanying materials, will be delivered to the Contractor by secure email or FTP, and the completed work returned to the TSB by similar means. If the work cannot be sent to the TSB electronically, it should be delivered to the address indicated below, either in person or by courier, at the Contractor's expense.

Publishing Services
Transportation Safety Board of Canada
200 Promenade du Portage, 4th floor
Gatineau QC K1A 1K8

- 9.1.2.2 The delivery process will conform to the Task Authorization process in Annex A – Statement of Work.

10 Required Service Standards and Remedies for Non-Performance

10.1 Definitions

- 10.1.1 In the provision of translation services, the Contractor must comply with TSB's service standards based on the following definitions of major errors and minor error:

10.1.1.1 **Major Errors:** Major errors include, but are not limited to, factual errors introduced by the Contractor (including mistakes in tables and charts), critical omissions, gibberish, translation inaccuracies, *faux-sens*, and/or errors in formatting such that the intent or message of the original document is altered or strays from the original message.

10.1.1.2 **Minor Errors:** Minor errors include errors in grammar, style, punctuation or spelling and/or minor omissions.

10.2 Required Service Standards

- 10.2.1 In delivering translation services, the Contractor must comply with the following service standards:

10.2.1.1 The Contractor shall submit completed work that contains no more than one (1) major error per 2000 words. A document of less than 2000 words **MUST** be free of major errors.

10.2.1.2 The Contractor shall submit completed work that contains no more than one (1) minor error per 350 words.

10.2.1.3 The Contractor shall submit the requested work on time and in accordance with the deadlines established and agreed to by the TSB Project Authority and the Contractor at the time of the Task Authorization.

10.2.1.4 The Contractor must maintain the capacity to translate simultaneously and at the identified level of quality more than 4 translations in one or more of the 4 subject matter areas (modes of transportation) in addition to associated communications products.

10.3 Non-performance

- 10.3.1 Failure on the part of the Contractor to adhere to the required service standards (as per the section above) may result in the application of a fee abatement by the TSB. In cases where the Contractor has failed to adhere to the required service standards, the TSB reserves the right to apply an abatement to the Contractor's fee as per the following table:

Table 3. Fee abatement for service standards not met

Required service standard not met	Fee abatement
10.2.1.1 and/or 10.2.1.2	An abatement to the Contractor's invoice for the Task Authorization that does not exceed 50% of the total \$ value of the Task Authorization (not including GST/QST)
10.2.1.3	<ul style="list-style-type: none"> • An abatement to the Contractor's invoice for the Task Authorization that is equal to 10% of the total \$ value of the Task Authorization (not including GST/QST) for the first day of delay. • An abatement to the Contractor's invoice for the Task Authorization that is equal to 5% of the total \$ value of the Task Authorization (not including GST/QST) for each day after the first day of delay. • After 10 days of delay, the TSB Project Authority reserves the right to cancel the Task Authorization at no expense to the TSB and assign the work to another Contractor.

10.3.2 The TSB reserves the right to apply the fee abatement policy at its sole discretion. The TSB will consider all aspects of each individual case prior to rendering the decision to impose the fee abatement policy. Furthermore, failure to comply with the required service standards may result in the Contract being cancelled.

11 Contractor Personnel

11.1 Resource Qualifications

11.1.1 The Contractor is required to ensure that the individual resources providing services to the TSB are security cleared (enhanced reliability level), and that they are operating at all times in accordance with all applicable legislation, regulations, codes, policies and procedures.

11.1.2 The Contractor MUST ensure that all individual resources are qualified to provide services as a result of this RFP and keep up-to-date with developments in their professional field.

11.1.3 Unless the Contractor is unable to do so for reasons beyond his or her control, the Contractor MUST ensure that tasks are delegated only to individuals who have met the Mandatory Requirements set forth in the attached RFP.

12 TSB Support

12.1 The TSB will identify an authorized Project Authority to whom the Contractor will report during the period of the Contract. The Project Authority or her delegate will be responsible for coordinating any and all Task Authorizations, providing as-required direction and guidance to the Contractor, and accepting and approving Contractor deliverables on behalf of the TSB.

12.2 The TSB Project Authority or her delegate will ensure that TSB employees are available to the Contractor as required to answer questions on content and on TSB standards and procedures.

13 Language of Work

13.1 In accordance with the terms of the accepted proposal, the Contractor will be capable of correspondence with the TSB in relation to this Contract in either or both official languages of Canada. However, all deliverables will be produced and delivered in the target language of the particular project, as specified in the Task Authorization.

13.2 The Contractor will allocate TSB projects to the qualified resources for whom the target language of the project at hand is also the translator's native language.

14 Task Assignment and Authorization Procedures

- 14.1 The TSB Project Authority or her delegate will send the Contractor an email requesting a time and cost estimate to translate an attached/transferred document.
- 14.2 If necessary, the Contractor will consult the TSB resource person to clarify the translation task.
- 14.3 Within one business day (24 hours) of receiving the request for an estimate, the Contractor will confirm the word count for translation, provide a per-word and total price (according to the rates in Annex C), and give a firm task delivery date/number of days to complete the task after approval.
- 14.4 By submitting the estimate, the Contractor will have agreed to complete the work to which it refers by the date/within the time period it provided.
- 14.5 The TSB Project Authority or another manager with signing authority will email approval to proceed with the work (Task Authorization).
- 14.6 The Contractor will not commence the work until the TSB Project Authority or another manager with signing authority approves the estimate/authorizes the task.

Annex C – Basis of Payment

1 Contract Period

- 1.1 The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.
- 1.2 For the provision of services as described in Annex A - Statement of Work, the Contractor will be paid the firm unit prices below in the performance of this Contract, GST(5%)/ QST(9.975%) extra.

Table 4. Firm unit prices per word for translation services during the Contract Period

Description	Firm unit prices: Contract Period
	Date of award to 2021-03-31
Regular Rate	\$ /word
Rush Rate	\$ /word

* The minimum billing time period is thirty (30) minutes. Billing must be for actual time worked and must be rounded up to the nearest ¼ hour (15 minutes).

1.3 Options to Extend the Contract Period

- 1.3.1 Subject to the exercise of the option to extend the Contract period in accordance with Article 4.2 of the original Contract, Options to Extend Contract, the Contractor will be paid the firm unit prices, in accordance with the following table, GST(5%)/ QST(9.975%) extra, to complete all Work and services required to be performed in relation to the Contract extension.

Table 5. Firm unit prices per word for translation services during the Option Periods

Description	Firm unit prices		
	Option Period 1 2021-04-01 to 2022-03-31	Option Period 2 2022-04-01 to 2023-03-31	Option Period 3 2023-04-01 to 2024-03-31
Regular Rate	\$ /word	\$ /word	\$ /word
Rush Rate	\$ /word	\$ /word	\$ /word

* The minimum billing time period is thirty (30) minutes. Billing must be for actual time worked and must be rounded up to the nearest ¼ hour (15 minutes).

2 GST or QST

- a) All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST), or Quebec Sales Tax (QST), as applicable, unless otherwise indicated. The GST, QST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- b) The estimated GST or QST of \$ **insert at contract award** is included in the total estimated cost shown on page 1 of this Contract. The estimated HST or QST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or QST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST or QST paid or due.

Annex D – Point-rated Technical Criteria

Criterion number	Point-rated technical criterion	Maximum score	Bidder response (Bidder to explain how points are obtained and reference location in bid)
R1	<p>The Bidder has been in business for more than 6 years.</p> <p style="text-align: center;">1 point will be awarded for each business year after the 6th year (maximum of 10 points).</p>	10	
R2	<p>The Bidder has sufficient qualified translators and revisers to be able to keep 4 or more tasks in different source languages and of various lengths, complexity, and subject matter in work concurrently and meet delivery dates agreed with the Project Authority.</p> <p style="text-align: center;">2 points will be awarded for each task after the 4th task (maximum of 10 points).</p>	10	
R3	<p>The bidder has experience in completing translation projects in the field of air, marine, rail, or pipeline transportation in the last five (5) years.</p> <p>For every project presented, the bidder must include the following:</p> <ol style="list-style-type: none"> 1. the project's title and description 2. the number of words in the source document 3. the direction of translation (from English to French/from French to English) 4. the client's name 5. details about the work completed 6. a reference (name, title, contact information) <p>The projects may have been completed for a one or more clients.</p> <p style="text-align: center;">10 points will be awarded at the rate of 0.5 points per project for the first 20 projects; 1 point will be awarded for each project after the 20 projects (minimum 10 and maximum 30 points).</p>	30	
	Total number of points	50	
	Minimum score needed	37.5	

Annex E – Security Requirements Check List



Contract Number / Numéro du contrat P2000101
Security Classification / Classification de sécurité

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 / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production		✓														
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Contract Number / Numéro du contrat P2000101
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité :

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? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
 Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET- SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

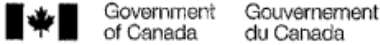
PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION 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 information or data?
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



Contract Number / Numéro du contrat P2000101
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Transportation Safety Board of Canada		2. Branch or Directorate / Direction générale ou Direction Communications / Publishing services
3. a) Subcontract Number / Numéro du contrat de sous-traitance P2000101	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant TBD	
4. Brief Description of Work / Brève description du travail Translations of investigations documents and various materials.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input checked="" type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



Annex F – Federal Contractors Program for Employment Equity Certification

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the Contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [ESDC-Labour](#)'s website.

Date: Click or tap to enter a date. (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
 - A2. The Bidder certifies being a public sector employer.
 - A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
 - A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
 - A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
- OR
- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to Contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.
- OR
- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

Annex G – Electronic Payment Instruments

As indicated in PART 3, clause 3.3.1.3, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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

MasterCard Acquisition Card;

Direct Deposit

Annex H – Bid submission form

<p>Bidder's full legal name [Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</p>			
<p>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</p>	Name		
	Title		
	Address		
	Telephone #		Fax #
	Fax #		
<p>Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</p>			
<p>Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting Contract (if other than as specified in solicitation)</p>			
<p>Former Public Servants See the sub-part in PART 2 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".</p>	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the information required by the Article in PART 2 entitled "Former Public Servant Certification"</p>		
	<p>Is the Bidder a FPS who received a lump-sum payment under the terms of the work force adjustment directive? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the information required by the Article in PART 2 entitled "Former Public Servant Certification"</p>		
<p>Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]</p>			
<p>Security Clearance Level of Bidder [include both the level and the date it was granted] [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</p>			
<p>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:</p> <ol style="list-style-type: none"> 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. 			
Signature of Authorized Representative of Bidder			

