RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

solicitation-sollicitation@csps-efpc.gc.ca

BID SOLICITATION DEMANDE DE SOUMISSIONS

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and the prices set out in the bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Solicitation No. – N° de la demande CSPS-RFP-21NG-0183/A	Amendment No. – N° de modification
Solicitation closes – La demande prend fin :	File No. – N° de dossier
at – à 02:00 pm ET 14 h 00 HE on – le December 15, 2021 15 décembre 2021	2021-0183



	N° de page	38	
Date of Solicitation – D	ate de la dema	nde	
2021-11-09			
Address inquiries to – A	Adresser toute	demande de	
renseignements à :			
naomi.gautier@csr	os-efpc.gc.ca		
		•	
Destination			
See Herein.			
Voir ci-joint.			
von er jonie.			

No of Page/

Instructions:

Municipal taxes are not applicable.

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadians funds including Canadian customs duties, excise taxes, must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item.

Instructions

Les taxes municipales ne s'appliquent pas.

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). Le montant des taxes applicables doit apparaître séparément.

Supplier Name and Address – Nom et adresse du fournisseur
Telephone No. – N° de téléphone Facsimile No. – N° de télécopieur
Name and title of person authorized to sign on behalf of supplier (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)
Signature : Date :

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PART 1 – GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders
- 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 Security Requirements Checklist, the Task Authorization Form 572 and any other annexes.

1.2 Summary

1.2.1 Canada School of Public Service (CSPS or the School) requires the services of Contractors who can provide excellent translation, copy editing, and/or comparative editing, in English or French, on an "as and when requested basis" for specific publications and its communications and learning products.

Up to five (5) Contracts for Stream 1 and up to three (3) Contracts for Stream 2 can be awarded following this solicitation. Should Contracts be awarded, the period of the Contracts will be for one (1) firm year and up to four (4) option years. All the work will be done remotely from the Contractors' sites.

The School reserves the right to resolicit the requirement if all eight (8) contracts have not been issued.

The total allocated budget for this requirement (including option years) for the maximum of eight (8) Contracts is \$3,260,000.00, excluding applicable taxes, or \$652,000.00 per year.

The \$652,000.00 annual budget will be allocated as follows:

- Stream 1 will be allocated \$480,000.00
- Stream 2 will be allocated \$172,000.00

The budget per stream will be divided equally amongst issued contracts. For example, in the scenario where two (2) contracts have been issued against Stream 1, and only one (1) against Stream 2, the resulting Contract amounts would be:

Stream 1: Two (2) Contracts at \$240,000.00 each

• Stream 2: One (1) Contract at \$172,000.00

These amounts would be reflected for each subsequent option year.

- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 Security, Financial and Other Requirements, and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.
- 1.2.3 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 Certifications and Additional Information and Part 7 Resulting Contract Clauses.

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 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> (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Wherever Public Works and Government Services Canada (PWGSC) revise to read "Canada School of Public Service (the School)".

Subsection 5.4 of 2003, Standard Instructions – Goods or Services – Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to CSPS Bid Receiving Unit at <u>solicitation-sollicitation@csps-efpc.gc.ca</u> by the date and time indicated on page 1 of the bid solicitation.

Note: Bids will not be accepted if emailed directly to the Contracting Authority's email address.

Due to the nature of the bid solicitation, bids transmitted by facsimile to CSPS 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> (<u>PSSA</u>), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation</u> <u>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 Contracting Policy Notice: 2019-01 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 Ontario.

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

2.6 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 ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 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

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

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

Section IV: Additional Information

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

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

Canada requests that bidders follow the electronic format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) PDF format;
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

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

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

Section II: Financial Bid

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

3.1.2 Electronic Payment of Invoices - Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, identify which ones are accepted below.

() VISA Acquisition Card
() MasterCard Acquisition Card
() Direct Deposit (Domestic and International)

If this section is not completed, it will be considered as if Electronic Payment Instruments are not being

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

Section III: Certifications

accepted for payment of invoices.

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

Section IV: Additional Information

3.1.3 The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

The evaluation process comprises two steps: Step 1: Mandatory Technical Criteria and Step 2: Point Rated Technical Criteria – Selection Exam. Only Bidders who have met the mandatory requirements listed in Section 4.1.1.1, Mandatory Technical Criteria, will advance to the selection exam.

4.1.1.1 Mandatory Technical Criteria

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

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

Mandatory Technical Criteria (MT)				
Number	Mandatory Technical Criterion	Met	Not met	Cross Reference to Bidder's Proposal
MT1	The Bid must include a short description (maximum 800 words) of the Bidder's ability to provide the linguistic services described in the Statement of Work for each Stream the Bidder wishes to be considered for (Stream 1 and/or Stream 2). Bidders may apply for both streams, in which case the Bid must include two (2) distinct sections, one for each stream. The Bid can be written in the official language of your choice, but the descriptions must be written in French for Stream 1, and in English for Stream 2. Importance will be given to language quality. A description containing more than four (4) errors in spelling or grammar will render the Bid non-responsive for the specific stream to which that description applies. The following elements must be included in the description: 1. Short introduction to the company (for example, location, workforce, collaborators, first year of operation, areas of specialization, and experience with federal			

	departments or agencies or learning institutions) 2. Ability to provide services during regular business hours, which means from 8 am to 5 pm (ET), Monday to Friday, throughout the year 3. Ability to provide services outside regular business hours 4. Ability to meet deadlines 5. Ability to ensure quality of deliverables 6. Tools used (for example, translation memory or automatic translation tools)
MT2	For each stream, the Bidder must propose a minimum of two (2) resources and a maximum of three (3) resources qualified to provide the services described in the Statement of Work, and include the résumés of all the proposed resources. Each of the proposed resources must have a minimum of five (5) years of demonstrated experience in delivering translation and/or editing services comparable to what is described in the Statement of Work, including three (3) years for federal departments or agencies. This experience must have been acquired within ten (10) years of the closing date of the Bid solicitation. To demonstrate the proposed resources' compliance with the MT2 criterion, the Bidder must provide a summary of the projects for which the individual resources provided professional translation, copy editing, and/or comparative editing services. Each summary must include: a. the name of the proposed resource b. the name of the proposed resource b. the name of the client organizations for which that resource provided services relevant to the Bid solicitation c. the list of services, including an approximate word count of all the work performed by the resource for the client organization broken down into two (2) categories: translation services and editing services d. contact information for the client organizations, including the name of a contact person e. the start and end date of that resource's involvement in the referenced contract for the client organizations
	both streams.

МТЗ	Each of the proposed resources must have a translation degree from a recognized Canadian university or an acceptable equivalent. A degree in another field or from a foreign university could be an acceptable equivalent for resources with a valid certification from one of the member organizations of the Canadian Translators, Terminologists and Interpreters Council (CTTIC). To demonstrate compliance, the Bidder must provide with the Bid a copy of all of the degrees and/or certifications for each of the proposed		
	resources.		
MT4	The Bid must contain a single email address to be used to send the selection exam.		

4.1.1.2 Point Rated Technical Criteria – Selection Exam

a) Selection exam

The selection exam will be sent to all the Bidders who meet the mandatory technical criteria. Please note that there will be no advance notice and that there could be several weeks between the Bid solicitation closure and the moment when the selection exam is sent out. The Contracting Authority will simply send a linguistic services request with the subject heading "Selection Exam / Examen de sélection: CSPS-RFP-21NG-0183/A." The Bidder will then have a **maximum of 48 hours** to perform the requested tasks. The period of time starts as soon as the request is sent by the School, regardless of when the message is received.

The exam must be done in a real work context and by the resources submitted as part of the Bidder's proposal. The requested documents must be returned by email to the Contracting Authority.

More than one resource may be involved in the production of the documents requested through the selection exam if this is the Bidder's usual way of operating. For example, one of the resources can perform the first draft of the translation and another can perform the comparative editing.

The correction scheme shown below will be used to correct the requested documents. The maximum score is 50 points. A minimum score of 40 points is required in order for the Bid to be deemed responsive.

Correction scheme for the selection exam

Spelling: Deduction of 1 point per error **Grammar**: Deduction of 2 points per error

Terminology and official titles: Deduction of 1 point per error

Translation errors (for example, Anglicisms/Gallicisms, shifts in meaning, mistranslations, omissions, additions, redundancy, barbarism): Deduction of 2 points per error

Major errors (for example, nonsense, serious mistranslation, gibberish, unreadability, illogical passages, major omissions or additions): Deduction of 3 points per error

Style and syntax: Deduction of 1 point per error

Punctuation and typographical conventions: Deduction of 1 point per error

Formatting: Deduction of 1 point for each failure to comply with the formatting of the source texts

Consistency: Deduction of 1 point for each failure to ensure consistency

b) List of individuals involved in the selection exam

To demonstrate that the selection exam was done in a real work context, the Bidder must provide a list including all the criteria in the table below.

Criteria	Met	Not met	
The Bidder must provide a list of all the individuals involved in			
processing and/or performing the selection exam.			
The list must be provided no later than one workday after the			
scheduled deadline for returning the documents requested			
through the selection exam.			
The list must include the following information:			
Name of each individual involved in the selection exam			
Role each person played (for example, coordination,			
pre-translation using a translation memory or another			
tool, terminology research, translation, editing,			
comparative editing or proofreading)			
3. Time spent on each task by each person (precise dates			
and times)			
The individuals who performed the translation, copy editing,			
and/or comparative editing tasks must be included in the list of			
qualified resources proposed by the Bidder in their Bid.			
The Bidder and each person involved in producing the			
requested documents must sign the list to certify that the tasks			
have been done solely through their efforts, and that the list			
faithfully reflects the work that was done. Both wet and			
electronic signatures will be accepted.			

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

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

4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
 - a) comply with all the requirements of the bid solicitation
 - b) meet all mandatory technical evaluation criteria
 - c) obtain the required minimum of 40 points overall for the Point Rated Technical Criteria Selection Exam (the rating is performed on a scale of 50 points)
 - d) provide the list of individuals involved in the selection exam as specified in Section 4.1.1.2 b)
 - e) include a completed Annex B Basis of Payment, Table 1 or Table 2 or both
- 2. Bids not meeting the above requirements will be declared non-responsive. Up to five (5) contracts can be awarded for Stream 1, and up to three (3) contracts can be awarded for Stream 2.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% 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 60.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 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 60/40 ratio of technical merit and price, respectively. The total available points equals 50 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Techn	ical Score	49/50	44/50	42/50
Bid Evaluated	l Price	\$55,000	\$50,000	\$45,000
Calculations	Technical Merit Score	49/50 x 60 = 58.8	44/50 x 60 = 52.8	42/50 x 60 = 50.4
	Pricing Score	45/55 x 40 = 32.73	$45/50 \times 40 = 36$	$45/45 \times 40 = 40$
Combined Ra	ting	91.53	88.8	90.4
Overall Rating	3	1 st	3 rd	2 nd

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 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 Limited Eligibility to Bid list available at the bottom of an Employment Canada (ESDC) web page (https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html).

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

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 titled 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 Federal Contractors Program for Employment Equity – Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Education and Experience

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

PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - the Bidder must hold a valid organization security clearance as indicated in Part 7 -Resulting Contract Clauses;
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7

 Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 Resulting Contract Clauses;
 - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 – Section IV Additional Information.
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

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.

7.1.1 Task Authorization

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

7.1.1.1 Task Authorization Process

Task Authorization:

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

As more than one contract has been awarded for this requirement, work distribution between the various contractors will be based on factors such as: (a) price; (b) the volume and nature of work; (c) turnaround times; (d) availability of resources. If that contractor confirms in writing that it is unable to perform the task as a result of previous commitments under a TA, the request to perform a task will then be forwarded another contractor. This process will continue until the task can be performed by a contractor. If no contractor can perform the task, Canada reserves the right to acquire the required Work by other means. A contractor may advise the Project Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under a TA and no request to perform a task will be sent to that contractor until that contractor has given notice in writing to the Project Authority and the Contracting Authority that it is available to perform additional tasks.

Task Authorization Process:

- 1. The Project Authority will provide the Contractor with a description of the task using a Task Authorization (TA) Form or a similar document.
- The TA will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables.
- 3. The TA will also include the applicable basis and methods of payment as specified in the Contract, as well as the total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.1.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$5,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and Contracting Authority before issuance.

7.1.1.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 5% of the Maximum Contract Value.

- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.1.1.4 Periodic Usage Reports – Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;

- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

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

<u>2035</u> (2020-05-28), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

7.3.2 Contractor's Sites or Premises Requiring Safeguarding Measures

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

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

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

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to (will be inserted at Contract award) inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period 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 five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement outside the Contract.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Naomi Gautier Title: Supply Specialist

Canada School of Public Service Telephone: 873-354-1752

E-mail address: naomi.gautier@csps-efpc.gc.ca

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

7.5.2 Project Authority

E-mail address:

The Project Authority for the Contract is:

Name: (will be inserted at Contract award)

Title: ______
Telephone: ____-__E-mail address: _____

In its absence, the Project Authority is:

Name: (will be inserted at Contract award)
Title: ____
Telephone: ___--__-

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 Contractor's Representative

Name: (will be inserted at Contract award)

Title:			
Telephone:	_		
E-mail address:			

7.6 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.7.7 Payment

7.7 Payment

7.7.1 Basis of Payment

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

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

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure – Cumulative Total of all Task Authorizations

Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ (will be inserted at Contract award). Customs duties are included and Applicable Taxes are extra. This amount will be reflected for each subsequent option year.

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

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

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

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 Monthly Payment

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

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

7.7.4 Electronic Payment of Invoices – Contract (if applicable)

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);

7.7.5 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.8 Invoicing Instructions

 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 any other documents as specified in the Contract;
- 2) Invoices must be distributed as follows:
 - a) The original must be forwarded by email to the address shown on page 1 of the Contract for certification and payment.
 - b) One (1) copy must be forwarded by email to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - c) One (1) copy must be forwarded by email to the Project Authority identified under the section entitled "Authorities" of 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 Ontario.

7.11 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions 2035 (2020-05-28), General Conditions Higher Complexity Services;
- c) Annex A Statement of Work;
- d) Annex B Basis of Payment;
- e) Annex C Security Requirements Check List;
- f) the signed Task Authorizations (including all of its annexes, if any);
- g) the Contractor's bid dated (will be inserted at Contract award), as clarified on (will be inserted at Contract award) or, as amended on (will be inserted at Contract award).

7.12 Insurance - No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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".

ANNEX A - STATEMENT OF WORK

1. Title

Translation, copy editing and/or comparative editing services for the Canada School of Public Service (the School)

2. Objective

The School requires the services of Contractors who can provide excellent translation, copy editing, and/or comparative editing, in English or French, on an "as and when requested basis" for specific publications and its communications and learning products.

3. Background

The School leads the Government's enterprise-wide approach to learning by providing a common standardized curriculum that supports public service employees through key career transitions, ensuring that they are equipped to serve Canadians with excellence.

The School has a legislative mandate to provide a range of learning activities to build individual and organizational capacity and management excellence within the public service. The School acts much like a corporate training and development institution for federal public service employees. It supports common public service learning at all levels nationwide, and over 90 federal departments and agencies.

The School's primary responsibility is to provide a broad range of learning opportunities to public service employees and the highest quality of learning experience while establishing a culture of learning within the public service.

Following an audit by the Office of the Commissioner of Official Languages, the School committed to strengthening the linguistic quality of its products in both French and English.

4. Service definitions

4.1. Definitions of work

Services can be limited to one of the two (2) working streams identified as follows:

- Stream 1 English to French translation, French copy editing and comparative editing
- Stream 2 English copy editing, French to English translation and comparative editing

For both streams, the various tasks required are presented in order of importance. For example, most of the task authorizations in Stream 1 will be for English to French translation, while most of the task authorizations in Stream 2 will be for English copy editing.

All references to French and English are to be understood as Canadian French and Canadian English, unless otherwise stated.

a) 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.

- b) Copy 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 or English version of the Canada.ca Content Style Guide, the Translation Bureau's Writing Tools, and any other resource suggested by the School 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.
- c) 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, as specified above.

4.2. Levels of service

The Regular Service level is based on the following standard as a guideline:

Type of service	Regular Service level
Translation	200 to 275 words per hour
English or French copy editing	600 to 800 words per hour
Comparative editing	400 to 600 words per hour

The School is seeking to establish favourable working conditions for Contractors by giving them an acceptable workload for the agreed timelines. The School is looking first and foremost to obtain good quality documents, sometimes within tight but realistic deadlines.

Most requests will be for Regular Service. There will also be an Urgent Service level for documents that must be delivered within 24 hours or that cannot be completed in a timely manner according to the Regular Service level stated above. Documents to be produced after regular business hours (see definition in Section 5.2), on a day of rest, or on a statutory holiday will also be considered urgent.

In general, most translation requests will be billed by the word, and editing requests will be billed by the hour. The Project Authority will calculate the number of hours required to complete the work by taking into account such factors as:

- type of request;
- word count;
- level of technicality;
- level of editing requested or required;
- quality of the source texts;
- targeted recipients;
- · research time required; and
- document format.

The Contractor must process all documents within the agreed-upon deadlines, as described in Section 5. All completed documents received from the Contractor after the agreed-upon deadlines will be subject to non-compliance discounts, as outlined in the Non-Compliance Discount table in Section 14.3.

5. Scope

The Contractor will be expected to provide translation, copy editing, and/or comparative editing services on an "as and when requested basis," in English or French, to support the School's needs.

The texts produced will be disseminated externally and/or internally, in print and/or electronic format, including through publication on the Internet or the School's intranet.

5.1. Type of documents

Most of the documents for translation, copy editing and/or comparative editing will be aimed at public service employees. The documents are mostly digital communications and learning products, including, but not limited to, correspondence, employee messages, promotional material, newsletter articles, departmental reports, online courses, web pages, presentations, and video transcripts. The document size can range from 250 words or less to over 30,000 words.

5.2. Hours of service and service standards

Regular business hours are understood to be from 8 am to 5 pm (ET), Monday to Friday.

All urgent work is to be pre-authorized by the School's Project Authority at the time that the work is requested through a Task Authorization.

The School's Project Authority will provide the Contractor with a deadline that takes into consideration the following factors:

- · the technical level of the document
- the level of work required or requested
- the amount of research involved

The Contractor must respect the agreed-upon deadline. If for reasons beyond its control the Contractor is unable to meet the established deadline, the Contractor must communicate this to the Project Authority immediately.

The Project Authority reserves the right to either:

agree with the Contractor on a new delivery date and time;

OR

accept the work done to date and cancel the remainder of the work.

6. Tasks and deliverables

The Contractor will be required to provide services in one or both of the following working streams:

- Stream 1 English to French translation, French copy editing and comparative editing
- Stream 2 English copy editing, French to English translation and comparative editing

Furthermore, the Contractor will be required to provide, but will not be limited to, the following services, on an "as and when requested basis":

- process all documents for translation, copy editing, and/or comparative editing (as defined in Section 4.1) within the agreed-upon deadlines, at a per-word or hourly rate based on the number of words in the original text to be translated or edited;
- provide translation, copy editing, and/or comparative editing services for all documents, including tables, icons, graphics and illustrations, in the same format, style and layout as the original;
- provide electronic versions of texts that have been translated or edited (for edited documents, all corrections are indicated using track changes or other electronic markup in a consistent and legible manner);
- ensure that the meaning of the translated version conforms to that of the original in all aspects, including proper terminology;
- ensure that all work is error-free and reviewed for quality and accuracy before being returned to the Project Authority;
- ensure the consistency of large documents by limiting, as far as reasonable, the number of different translators and/or editors working on the same requirement and providing an overall review of the whole document to ensure a consistent level of quality;
- ensure standardization and consistency with terminology by assigning, whenever possible, the same translators and/or editors to a group of related documents;
- consult reference materials provided by the School's Project Authority when available and any
 other relevant reference materials available from other sources;
- ensure that completed work uses a style and level of language that is consistent with the nature and end use of the documents;
- ensure that completed work aligns with Government of Canada communications policies, standards and stylistic preferences.

The following lists present English and French tools that should be used as primary references.

English tools

- Antidote, https://www.druide.com/en
- Canadian Oxford Dictionary
- The Translation Bureau's writing tools, https://www.noslangues-ourlanguages.gc.ca/en/outils-tools/index-eng
- Termium Plus, http://www.btb.termiumplus.gc.ca/tpv2alpha/alpha-eng.html?lang=eng&index=alt
- Canada.ca Content Style Guide, https://www.tbs-sct.gc.ca/hgw-cgf/oversight-surveillance/communications/csc-grc-eng.asp
- Policy on Communications and Federal Identity, https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=30683
- Federal Identity Program registry of applied titles, https://www.tbs-sct.gc.ca/ap/fip-pcim/reg-eng.asp
- Canada School of Public Service website, https://www.csps-efpc.gc.ca/index-eng.aspx

French tools

- Antidote, https://www.druide.com/fr
- Le Petit Robert
- Multidictionnaire de la langue française
- Outils d'aide à la rédaction du Bureau de la traduction, https://www.noslangues-ourlanguages.gc.ca/fr/outils-tools/index-fra

- Termium Plus, http://www.btb.termiumplus.gc.ca/tpv2alpha/alpha-fra.html?lang=fra&index=alt
- Guide de rédaction du contenu du site Canada.ca, https://www.canada.ca/fr/secretariat-conseil-tresor/services/communications-gouvernementales/guide-redaction-contenu-canada.html
- Politique sur les communications et l'image de marque, https://www.tbs-sct.gc.ca/pol/doc-fra.aspx?id=30683
- Registre des titres d'usage du Programme de coordination de l'image de marque, <u>https://www.tbs-sct.gc.ca/ap/fip-pcim/reg-fra.asp</u>
- Site Web de l'École de la fonction publique du Canada, https://www.csps-efpc.gc.ca/index-fra.aspx

7. Support for the Contractor

During the period of the Contract, to support the Contractor, the School's Project Authority will:

- confirm the word count and/or number of hours required for a given project (to be used for billing purposes), as well as the deadline and specific deliverables;
- include this information in the Task Authorization that will allow the Contractor to initiate the work;
- give access, where possible, to previously translated texts and/or other reference material related to the document to be translated or edited, such as annual reports, to ensure consistency of terminology;
- provide answers from subject matter experts and/or language specialists that will enable the Contractor's translators and editors to continue their work or improve the quality of the final product;
- take into account comments and recommendations from the Contractor's translators and editors;
- offer any other assistance and support, as appropriate.

8. Receiving and transmitting texts

The School's Project Authority must send the Task Authorization directly to the Contractor via a generic email. Texts for translation, copy editing, and/or comparative editing will also be sent to the Contractor via the same generic email, as well as reference material (if applicable).

The Task Authorization must clearly indicate whether the document is for translation, copy editing, and/or comparative editing.

Completed work is to be returned to the Project Authority by email. It may be possible to use Zip files and Drop Box or other form of delivery via the cloud for very large texts or work that requires particular documentation, with advance notice.

9. Confirming Task Authorizations

For all Task Authorizations for translation, copy editing, and/or comparative editing work, the Contractor must send an electronic confirmation as soon as possible, i.e., within two (2) hours for Regular Service requests and within 30 minutes for Urgent Service requests during business hours.

The vast majority of translation requests will be based on the Contractor's per-word rate. However, if the number of words is difficult to establish (for example, for a document that is to be amended), the School could opt to pay on the basis of the Contractor's hourly rate. Editing requests will be based on the Contractor's hourly rate.

At the request of the Project Authority, the Contractor must provide email updates on the project related to the Task Authorization within two (2) business hours of the request, or as requested by the Project Authority.

10. Required software and layout

The Contractor must deliver the work in the format, style and layout of the original, using the same software version. All work must have the same font as the text to be translated or edited, and must be usable "as is," without any intervention required by the Project Authority. Texts will usually be provided in conventional formats such as Microsoft Word, PowerPoint and Excel.

The Contractor must also use virus detection and elimination systems. The Contractor agrees to take the necessary measures to ensure the delivery of its materials on electronic media or systems that are free of viruses.

File conversions will not be accepted in any form. Consequently, it is not permissible to convert the text from one type of system or software to another (for example, from Mac to PC or from Microsoft Word to another word processor) unless there has been an alternative arrangement with the School's Project Authority.

11. Supplies and equipment

The Contractor must supply all of the necessary equipment, supplies, services, software and instruments to perform the work.

12. Intellectual property

Translation, copy editing and comparative editing services are not viewed as developing a new item or as involving an approach or concept first reduced to practice. As such, title to and copyright in such services vests in the Government of Canada.

13. Resources

If specific individuals are identified in the Contract to perform the work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

a. the name, qualifications and experience of the proposed replacement; and

b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

The Contractor must not, in any event, allow the work to be performed by unauthorized replacement persons. The Contracting Authority may order that a replacement person stop performing the work. In such a case, the Contractor must immediately comply with the order and secure another replacement person in accordance with the established criteria. The fact that the Contracting Authority does not order a replacement person to stop performing the work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

14. Quality control

14.1. Method and source of acceptance

All deliverables and services rendered under this requirement are subject to inspection by the School's Project Authority. Should any deliverable not be to the satisfaction of the School's Project Authority as submitted, the School's Project Authority has the right to request correction before payment is authorized.

If a Contractor submits any text to the School that doesn't meet the quality criteria outlined in Section 14.2, the School may exercise its rights, including, but not limited to, returning the work to the Contractor for revision at no additional cost to the School.

At the request of the Project Authority, the Contractor must provide the name of each individual resource (translator and/or editor) who has worked on documents submitted to the School. These resources must meet the mandatory requirements set out in the evaluation criteria for the work required.

14.2. Evaluation of texts

Criteria for quality are deemed as, but not limited to, the following:

- The Contractor must have a quality assurance process in place to ensure the delivery of accurate and complete documents.
- Returned documents must contain no more than **5 minor errors per 1,000 words** (including, but not limited to, minor errors in spelling, punctuation, formatting, typography, grammar, syntax, internal consistency, tone, style, language level or usage) and must contain **no major errors**.
- Major errors include, but are not limited to, errors that affect meaning, accuracy or content, or the
 failure to use terminology and preferences specified in the reference documents, as well as
 omissions or additions, and errors in numbers, proper names, interpretation or structure.
- Questions of content accuracy and sensitivity must be flagged, researched, verified, commented on and/or raised with the Project Authority, as needed. Failure to do this will constitute a major error.

14.3. Performance monitoring

The Contractor's overall performance will be monitored. In the case of non-compliance with the established delivery deadlines, the Contractor will have to grant the discounts outlined in the following table. Late deliveries for documents with a firm deadline will not be accepted, and the School will not be obligated to pay for the services provided.

Non-Compliance Discounts

Type of service	Delay discounts	Quality discounts (over and above any applicable delay discounts)
Regular Service	Five percent (5%) of the value of the original invoice	Work revised at no charge, plus seven percent (7%) of the value of the original invoice
Urgent Service	Seven percent (7%) of the value of the original invoice	Work revised at no charge, plus ten percent (10%) of the value of the original invoice

Notes

"Delay" refers to work delivered after the agreed-upon deadline between the Project Authority and the Contractor for a Task Authorization. If an alternative delivery time is agreed to before the deadline, the discount will not be imposed.

15. Meetings

The Contractor must be available to attend meetings at no extra costs for the School, if required by the Project Authority.

16. Work location

Work will be done at the Contractor's work site.

17. Language of work

Communication with the School must be available in both official languages in accordance with the preferences of the requester.

18. Special requirements and/or constraints

The Contractor must treat all of the information to which it has access as restricted and must not share this information without written authorization from the School.

19. Travel and living

There is no Government payment for travel and living expenses for this Contract

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ANNEX B - BASIS OF PAYMENT

During the term of the Contract, the Contractor will be paid for work performed under the Contract as specified below.

Notes to Bidders:

- 1. Bidders must submit rates in all categories (per-word rates and hourly rates, regular service and urgent service) for all five years. Do not include applicable taxes.
- 2. Dates will be inserted at Contract award.
- Column F and Column G are for evaluation purposes only. They will be deleted at Contract award.

Table 1 – Stream 1 (English to French translation, French copy editing and comparative editing):

Per-word r	Per-word rates and hourly rates for all five years										
	Per-word rates (for translation only)										
Level of service	Column A	Column B	Column C	Column D	Column E	Column F	Column G				
	Firm year	Number of words*	Cost per line* (average of A to E times F)								
Regular	\$0/ word	\$0/ word	\$0/ word	\$0/ word	\$0/ word	20,000	\$				
Urgent	\$0/ word	\$0/ word	\$0/ word	\$0/ word	\$0/ word	2,000	\$				
Subtotal (cost for per-word rates)											
				y rates other task)							
Level of service	Column A	Column B	Column C	Column D	Column E	Column F	Column G				
	Firm year	, , , , , , , , , , , , , , , , , , , ,		Option year 4	Number of hours*	Cost per line* (average of A to E times F)					
Regular	\$/h	\$/h	\$/h	\$/h	\$/h	10	\$				
Urgent	\$/h	\$/h	\$/h	\$/h	\$/h	1	\$				
				Subto	otal (cost for h	ourly rates)	\$				
	Gra	nd total for Str	ream 1 (cost fo	or per-word rate	es + cost for h	ourly rates)	\$				

^{*} Do not change the number of words and the number of hours recorded in Column F. This data represents a proportion of the volume of work to be expected based on the various rates for each of the two streams. It will only be used for evaluation purposes and will be deleted upon Contract award.

Table 2 – Stream 2 (English editing, French to English translation and comparative editing): Perword rates and hourly rates for all five years

word rates	vord rates and hourly rates for all five years											
Per-word rates												
	(for translation only)											
Level of service	Column A	Column B	Column C	Column D	Column E	Column F	Column G					
	Firm year	Option year 1	Number of words*	Cost per line (average of A to E times F)								
Regular	\$0/ word	\$0/ word	\$0/ word	\$0/ word	\$0/ word	2,000	\$					
Urgent	\$0/ word	\$0/ word	\$0/ word	\$0/ word	\$0/ word	200	\$					
Subtotal (cost for per-word rates)												
			Hourl	y rates								
			(for any o	ther task)								
Level of service	Column A	olumn A Column B		Column D	Column E	Column F	Column G					
	Firm year	Option year 2 Option year 3		Option year 4	Number of hours*	Cost per line (average of A to E times F)						
Regular	\$/h	\$/h	\$/h	\$/h	\$/h	100	\$					
Urgent	\$/h	\$/h	\$/h	\$/h	\$/h	10	\$					
				Subto	otal (cost for h	ourly rates)	\$					
Grand total for Stream 2 (cost for per-word rates + cost for hourly rates)												

^{*} Do not change the number of words and the number of hours recorded in Column F. This data represents a proportion of the volume of work to be expected based on the various rates for each of the two streams. It will only be used for evaluation purposes and will be deleted upon Contract award.

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ANNEX C - SECURITY REQUIREMENTS CHECK LIST

*	Government of Canada	Gouvernement du Canada	Contract Number / Numéro du contrat
┿ ∎ G			Security Classification / Classification de sécurité

, SECURITY REQUIREMENTS CHECK LIST (SRCL)										
			TIVES À LA SE	ÉCURITÉ (LVERS)						
PART A - CONTRACT INFORMATION / PARTIE A		ONTRACTUELLE								
 Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine 	on / CSPS			Branch or Directorate / Direction générale ou Direction BEASB						
3. a) Subcontract Number / Numéro du contrat de so	us-traitance	3. b) Name and A	ddress of Subcor	ntractor / Nom et adresse du so	us-traitant					
 Brief Description of Work / Brève description du travall Contract for Transalation and Editing services for the CSPS. This contract is in addition to the MOU with the Translation Bureau. 										
5. a) Will the supplier require access to Controlled G Le fournisseur aura-t-ll accès à des marchandis					V No Yes Oul					
b) Will the supplier require access to unclassified in Regulations? Le fournisseur aura-t-il accès à des données te sur le contrôle des données techniques? Indicate the type of access required / indiquer le t	chniques militaires r				No Non Oul					
Will the supplier and its employees require acce Le fournisseur ainsi que les employés auront-lis (Specify the level of access using the chart in Q (Préciser le niveau d'accès en utilisant le tablea	accès à des rensel uestion 7. c)	gnements ou à des			No Yes Non Oul					
6. b) Will the supplier and its employees (e.g. cleane PROTECTED and/or CLASSIFIED Information : Le fournisseur et ses employés (p. ex. nettoyeu à des renseignements ou à des blens PROTEG	rs, maintenance per or assets is permitte rs, personnel d'entr ÈS et/ou CLASSIFI	sonnel) require acc d. etien) auront-lis acc ÈS n'est pas autor	cês à des zones		✓ No Yes Oul					
 c) Is this a commercial courier or delivery requirer S'agit-II d'un contrat de messagerie ou de livrais 			nuit?		V Non Yes Oul					
a) Indicate the type of Information that the supplier	will be required to a	access / Indiquer le	type d'information	on auquel le foumisseur devra	avoir accès					
Canada ✓		O / OTAN		Foreign / Étranger						
7. b) Release restrictions / Restrictions relatives à la	diffusion									
No release restrictions Aucune restriction relative a la diffusion	All NATO countrie Tous les pays de			No release restrictions Aucune restriction relative à la diffusion						
Not releasable A ne pas diffuser Restricted to: / Limité à : Specify country(les): / Préciser le(s) pays :	Restricted to: / Lli Specify country(le	mité à :	pays :	Restricted to: / Limité à : Specify country(les): / Précise	er le(s) pays :					
7. c) Level of Information / Niveau d'information	NATO UNICI ACCO	IEIED		DROTEOTED A						
PROTECTED A PROTEGÉ A PROTEGÉ B ✓	NATO UNCLASS NATO NON CLAS NATO RESTRICT NATO DIFFUSIO	SSIFIÉ TED		PROTECTED A PROTÉGÉ A PROTECTED B PROTÉGÉ B						
PROTECTED C PROTÉGÉ C NATO CONFIDENTIAL NATO CONFIDENTIEL PROTÉGÉ C PROTÉGÉ C										
CONFIDENTIAL CONFIDENTIAL SECRET COSMIC TOP SECRET CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL SECRET										
SECRET TOP SECRET TRÈS SECRET	COSMIC TRÈS S	EGRET		SECRET TOP SECRET TRÊS SECRET						
TOP SECRET (SIGINT) TRÉS SECRET (SIGINT)				TOP SECRET (SIGINT) TRÉS SECRET (SIGINT)						

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Le fournisse If Yes, Indic	inued) / PARTIE A (suite) plier require access to PROTECTE for aura-t-il accès à des renseignem ate the level of sensitivity: native, indiquer le niveau de sensibil	ents ou à des blens COMSEC de		SSIFIĖS?	No Yes Oul			
Will the sup Le fournisse	piler require access to extremely sei eur aura-t-il accès à des renseignem	nsitive INFOSEC information or a ents ou à des biens INFOSEC de			No Yes			
Document I	s) of material / Titre(s) abrégé(s) du : Number / Numéro du document : SONNEL (SUPPLIER) / PARTIE B lei security screening level required	- PERSONNEL (FOURNISSEUR	d é du personnel requis					
✓	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECR TRÊS SEC				
	TOP SECRET - SIGINT TRÉS SECRET - SIGINT SITE ACCESS	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET		OP SECRET RÉS SECRET			
	ACCÉS AUX EMPLACEMENTS Special comments: Commentaires spéciaux :							
	NOTE: If multiple levels of screenin REMARQUE: SI plusieurs niveau			e la sécurité doit être	fourni			
Du pers If Yes, v	screened personnel be used for port onnel sans autorisation sécuritaire p vill unscreened personnel be escorte iffirmative, le personnel en question	ions of the work? leut-II se voir confier des parties o ed?			No Yes Non Oul No Yes Non Oul			
	EGUARDS (SUPPLIER) / PARTIE On / Assets / Renseigneme		N (FOURNISSEUR)					
premise	isseur sera-t-Il tenu de recevoir et d				No Yes Non Oul			
	supplier be required to safeguard C ilsseur sera-t-ll tenu de protéger des		OMSEC?		No Yes			
PRODUCTIO	DN							
occur at Les Inst et/ou CL	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 PROTÈGÉ et/ou CLASSIFIÉ?							
INFORMATIO	ON TECHNOLOGY (IT) MEDIA /	SUPPORT RELATIF À LA TECHN	IOLOGIE DE L'INFORMATION (TI)				
informat Le fourn	supplier be required to use its IT syste ion or data? Isseur sera-t-il tenu d'utiliser ses prop nements ou des données PROTÉGES	res systèmes informatiques pour tr			No Ves Non ✓ Oul			
Dispose	e be an electronic link between the su ra-t-on d'un lien électronique entre le ementale?			ence	No Yes Non Oul			
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information / Assets Renseignements / Bier

 +	Gove of Ca				Gouvernem du Canada	Gouvernement Contract Number / Numero du contrat lu Canada Security Classification / Classification de sécurité											
ART C - (convinued) I PARTIE C - (suite) For users completing the form manually use the summary chart below to indicate the category(les) 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 salsies dans le tableau récapitulatif. SUMMARY CHART / TABLEAU RÉCAPITULATIF																	
	Category PROTECTED CLASSIFIED CLASSIFIÉ						NATO COMSEC										
		A	В	С	CONFIDENTIAL CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRES		OTÉGÉ B		CONFIDENTIAL CONFIDENTIAL	SECRET	TOP SECRET TRES SECRET

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des pièces jointes).

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ANNEX D - TASK AUTHORIZATION FORM

Link to PWGSC Task Authorization Document – 572
https://buyandsell.gc.ca/cds/public/2017/10/20/375051d721dc6749391eccc92b4255eb/annex_f_frm_572
https://buyandsell.gc.ca/cds/public/2017/10/20/375051d721dc6749391eccc92b4255eb/annex_f_frm_572
https://buyandsell.gc.ca/cds/public/2017/10/20/375051d721dc6749391eccc92b4255eb/annex_f_frm_572
https://buyandsell.gc.ca/cds/public/2017/10/20/375051d721dc6749391eccc92b4255eb/annex_f_frm_572
https://buyandsell.gc.ca/cds/public/2014-10-29.pdf

This document or a similar one will be used for each individual TA.