### **RETURN BIDS TO:**

Library and Archives Canada

Contracting and Material Management Division 550. de la Cité Blvd.

Gatineau, Quebec K1A 0N4

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

### RETOURNER LES SOUMISSIONS À :

Bibliothèque et Archives Canada

Division des contrats, gestion du matériel

550, de la Cité Blvd.

Gatineau, Quebec K1A 0N4

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

# REQUEST FOR PROPOSAL **DEMANDE DE PROPOSITION**

#### Proposal To: Library and Archives Canada

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

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

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

#### Proposition au : Bibliothèque et Archives Canada

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

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

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

	Title - Sujet							
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		No. – N° de l'invita	atio	n	Date			
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	Signature				Date			

Solicitation No. -  $N^{\circ}$  de l'invitation 5Z011-23-0096



# Contents

PART	1 - GENERAL INFORMATION	3
1.1	Introduction	3
1.2	SUMMARY	
1.3	Debriefings	3
PART	2 - BIDDER INSTRUCTIONS	2
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	2
2.2	SUBMISSION OF BIDS	
2.3	FORMER PUBLIC SERVANT	
	NITIONS MER PUBLIC SERVANT IN RECEIPT OF A PENSION	
	RK FORCE ADJUSTMENT DIRECTIVE	
2.4	ENQUIRIES - BID SOLICITATION	
2.5	APPLICABLE LAWS	
2.6	IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	
2.7	BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY	
2.8	BID CHALLENGE AND RECOURSE MECHANISMS	
PART	3 - BID PREPARATION INSTRUCTIONS	8
3.1	BID PREPARATION INSTRUCTIONS	8
PART	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	13
4.1	EVALUATION PROCEDURES	13
4.2	Basis of Selection	19
PART	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	
5.1	CERTIFICATIONS REQUIRED WITH THE BID	21
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	21
PART	6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS	<b>2</b> 3
6.1	SECURITY REQUIREMENTS	23
PART	7 - RESULTING CONTRACT CLAUSES	24
7.1	STATEMENT OF WORK	24
7.2	STANDARD CLAUSES AND CONDITIONS	
	GENERAL CONDITIONS	
7.2.2	2 SUPPLEMENTAL GENERAL CONDITIONS	
7.3 7.4	TERM OF CONTRACT	
7.5	AUTHORITIES	
7.6	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	
7.7	PAYMENT	
7.8	INVOICING INSTRUCTIONS	
7.9 7.10	CERTIFICATIONS AND ADDITIONAL INFORMATION	
7.10		
7.12		
7.13	DISPUTE RESOLUTION	
7 1/	CONTRACT ADMINISTRATION	29

ANNEX "A"	29
STATEMENT OF WORK	29
ANNEX "B"	34
BASIS OF PAYMENT	34

#### **PART 1 - GENERAL INFORMATION**

### 1.1 Introduction

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

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

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

# 1.2 Summary

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

# 1.3 Debriefings

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

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

### 2.1 Standard Instructions, Clauses and Conditions

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

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

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

### 2.2 Submission of Bids

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

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

### 2.3 Former Public Servant

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

### **Definitions**

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the

implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

### Former Public Servant in Receipt of a Pension

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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



#### 2.4 **Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Solicitation No. - N° de l'invitation

5Z011-23-0096

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

#### 2.5 **Applicable Laws**

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

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

#### 2.6 Improvement of Requirement During Solicitation Period

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

#### 2.7 **Basis for Canada's Ownership of Intellectual Property**

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

#### 2.8 **Bid Challenge and Recourse Mechanisms**

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:

Office of the Procurement Ombudsman (OPO) Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

### **PART 3 - BID PREPARATION INSTRUCTIONS**

### 3.1 Bid Preparation Instructions

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

The maximum size of an email: 10 MB.

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

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

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

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

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

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

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

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

### Section I: Technical Bid

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

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

### Section II: Financial Bid

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

### 3.1.1 Electronic Payment of Invoices - Bid

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

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

#### 3.1.2 Exchange Rate Fluctuation

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

Solicitation No. - N° de l'invitation 5Z011-23-0096

### 3.1.3 SACC Manual Clauses

### **Section III: Certifications**

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

### **ATTACHMENT 1 to PART 3 - PRICING SCHEDULE**

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

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data. These rates will cover all costs incurred by the Contractor, including, but not limited to, word processing, reports, photocopying, courier services, software costs, telephone calls, reception, the transmission and delivery of documents as well as any other related expenses. Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

TABLE 1 – ENGLISH-TO-FRENCH TRANSLATION SERVICES						
Period	Service Category	Estimated Level of Effort	Bidder's Proposed Firm All-Inclusive Rate (GST/HST extra)*	Extended Price (CAD)		
Initial Contract Period	Routine request	200,000 words	\$ /word	\$		
Contract award date to October 31st, 2023	Urgent request	20,000 words	\$ /word	\$		
000000000000000000000000000000000000000	roqueet	20,000 110140	Ψ/ποια	1 4		
Option Year 1 November 1st, 2023 to October 31st, 2024	Routine request Urgent	500,000 words	\$/word	\$		
,	request	50,000 words	\$/word	\$		
Option Year 2 November 1 <sup>st</sup> , 2024 to	Routine request	500,000 words	\$/word	\$		
October 31 <sup>st</sup> , 2025	Urgent request	50,000 words	\$/word	\$		
	I =	<u> </u>				
Option Year 3 November 1 <sup>st</sup> , 2025 to October 31 <sup>st</sup> , 2026	Routine request Urgent	500,000 words	\$/word	\$		
30.0001 01 , 2020	request	50,000 words	\$/word	\$		
Total estimated price – TABLE 1 \$						

	TABLE 2 – UNILINGUAL FRENCH EDITING SERVICES						
Period	Service Category	Estimated Level of Effort	Bidder's Proposed Firm All-Inclusive Rate (GST/HST extra)*	Extended Price (CAD)			
Initial Contract Period	Routine request	15,000 words	\$/word	\$			
Contract award date to October 31st, 2023	Urgent request	2,500 words	\$/word	\$			
·							
Option Year 1 November 1 <sup>st</sup> , 2023 to October	Routine request Urgent	30,000 words	\$/word	\$			
31 <sup>st</sup> , 2024	request	5,000 words	\$/word	\$			
	T =		T				
Option Year 2 November 1 <sup>st</sup> ,	Routine request	30,000 words	\$/word	\$			
2024 to October 31 <sup>st</sup> , 2025	Urgent request	5,000 words	\$/word	\$			
Option Year 3 November 1 <sup>st</sup> ,	Routine request	30,000 words	\$/word	\$			
2025 to October 31st, 2026	Urgent request	5,000 words	\$/word	\$			
	Total estimated price – TABLE 2 \$						

	TABLE 3 – FRENCH COMPARATIVE EDITING SERVICES						
Period	Service Category	Estimated Level of Effort	Bidder's Proposed Firm All-Inclusive Rate (GST/HST extra)*	Extended Price (CAD)			
Initial Contract	Routine						
Period	request	15,000 words	\$/word	\$			
Contract award date to October 31st, 2023	Urgent request	2,500 words	\$/word	\$			
Option Year 1 November 1 <sup>st</sup> ,	Routine request	30,000 words	\$ /word	\$			
2023 to October 31st, 2024	Urgent request	5,000 words	\$ /word	\$			
·							
Option Year 2 November 1 <sup>st</sup> ,	Routine request	30,000 words	\$/word	\$			
2024 to October 31 <sup>st</sup> , 2025	Urgent request	5,000 words	\$/word	\$			
Option Year 3 November 1 <sup>st</sup> ,	Routine request	30,000 words	\$/word	\$			
2025 to October 31 <sup>st</sup> , 2026	Urgent request	5,000 words	\$/word	\$			
Total estimated price – TABLE 3 \$							

TOTAL EVALUATED BID PRICE = Table 1 + Table 2 + Table 3	<b>¢</b>
IOIAL LVALUATED DID I NICL - Table I · Table Z · Table 3	Ψ

### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

### 4.1.1 Technical Evaluation

### 4.1.1.1 Mandatory Technical Criteria

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

No.	Mandatory Technical Criteria	Met	Not Met
M1	Proposed work team		
	The bidder must list the resources that may be required to perform the work in accordance with Annex A, Statement of Work (translators, editors, quality controllers, proofreaders, reviewers, individuals who will preprocess texts using translation tools [if applicable], work reception/liaison/coordination, project managers, etc.).		
	Submission requirements		
	The bidder must clearly describe the proposed team structure, including the names, roles and responsibilities of each team member involved in processing a request, from receipt to delivery. If machine translation tools are used, the bidder must specify which tools are used and how their use fits into the translation process.		
M2	Experience, education and certification of proposed translators		
	The bidder must propose two (2) translators with the following qualifications:		
	<ul> <li>a) a degree from a recognized university* in English-to-French translation <u>OR</u> a certification in good standing from the Ordre des traducteurs, terminologues et interprètes agréés du Québec (OTTIAQ) or a provincial or territorial professional association affiliated with the Canadian Translators, Terminologists and Interpreters Council (CTTIC);</li> </ul>		
	b) at least five (5) years of cumulative experience in providing English-to-French translation services.		

\*If the degree was earned outside Canada, the bidder must demonstrate that it is an equivalent degree, as determined by a recognized Canadian credential assessment organization (https://www.cicic.ca/2/home.canada).

### Submission requirements

The bidder must provide the curriculum vitae of each proposed translator and proof (by attaching copies of official documents) that each proposed translator holds the required degree or certification.

The bidder must demonstrate that each proposed resource has the required experience by providing project examples that cumulatively demonstrate the number of years of experience listed above. Each project example must include the following:

- a) the name of the client organization to which the services were provided;
- b) the period during which the services were provided: (month/year) to (month/year);
- c) a brief description of the work performed.

### M3 Experience, education and certification of proposed editors

The bidder must propose two (2) editors with the following qualifications:

- a) a degree from a recognized university\* in translation, linguistics,
   French writing, communications or a related field;
- b) at least five (5) years of cumulative experience in providing unilingual French editing and comparative editing of English-to-French translations.

\*If the degree was earned outside Canada, the bidder must demonstrate that it is an equivalent degree, as determined by a recognized Canadian credential assessment organization (https://www.cicic.ca/2/home.canada).

### Submission requirements

The bidder must provide the curriculum vitae of each proposed editor and proof (by attaching a copy of official documents) that each proposed editor holds the required degree.

The bidder must demonstrate that each proposed resource has the required experience by providing project examples that cumulatively demonstrate the number of years of experience listed above. Each project example must include the following:

 a) the name of the client organization to which the services were provided;

b)	the period during which the services were provided: (month/year) to (month/year);		
c)	a brief description of the work performed.		
nline	request management portal		
Submis	sion requirements		
	· · · · · · · · · · · · · · · · · · ·		
Quality	assurance and timeliness plan		
maxim	um 900 words) demonstrating its ability to provide quality texts and		
<u>Submis</u>			
o mee			
a)	each step of the quality assurance process to ensure that translated and edited documents are error-free, use LAC terminology, respect the layout of the original document, and follow the conventions and style used at LAC and in the public service;		
b)	the quality assurance process for projects requiring multiple translators or editors;		
c)	the steps taken when the quality of the translation is not deemed satisfactory by the client;		
d)	the measures taken to ensure that deadlines are met, for both urgent and routine requests.		
	c) Inline he bid eliver f ubmis he bid naxim	to (month/year);  c) a brief description of the work performed.  Inline request management portal  the bidder must use an online request management portal to receive and eliver the work.  Indicate which online request management portal it uses be receive and deliver the work.  Indicate which online request management portal it uses be receive and deliver the work.  Indicate which online request management portal it uses be receive and deliver the work.  Indicate must submit a quality assurance and timeliness plan maximum 900 words) demonstrating its ability to provide quality texts and level deadlines in accordance with the Statement of Work.  Indicate this requirement  In o meet this requirement, the bidder must clearly describe:  a) each step of the quality assurance process to ensure that translated and edited documents are error-free, use LAC terminology, respect the layout of the original document, and follow the conventions and style used at LAC and in the public service;  b) the quality assurance process for projects requiring multiple translators or editors;  c) the steps taken when the quality of the translation is not deemed satisfactory by the client;  d) the measures taken to ensure that deadlines are met, for both	to (month/year);  c) a brief description of the work performed.  Inline request management portal  the bidder must use an online request management portal to receive and eliver the work.  Inline requirements  the bidder must indicate which online request management portal it uses be receive and deliver the work.  Inline requirements  The bidder must indicate which online request management portal it uses be receive and deliver the work.  Inline requirements  The bidder must submit a quality assurance and timeliness plan maximum 900 words) demonstrating its ability to provide quality texts and level deadlines in accordance with the Statement of Work.  Inline requirement  To meet this requirement, the bidder must clearly describe:  a) each step of the quality assurance process to ensure that translated and edited documents are error-free, use LAC terminology, respect the layout of the original document, and follow the conventions and style used at LAC and in the public service;  b) the quality assurance process for projects requiring multiple translators or editors;  c) the steps taken when the quality of the translation is not deemed satisfactory by the client;  d) the measures taken to ensure that deadlines are met, for both

Solicitation No. - N° de l'invitation

5Z011-23-0096



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

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

No.	Rated Technical Criteria	Weighting	Bidder's Score
R1	Submission format  The bidder should submit an easy-to-follow and well-structured bid, which:  a) follows a coherent structure, including use of headings and numbering consistent with the evaluation criteria;  b) is written in a clear and concise manner and does not include excessive or irrelevant information.	Items a) and b) will be evaluated using the following scoring method, for a maximum of 5 points per item and a maximum of 10 points in R1:  Inappropriate: Bid is unsatisfactory = 0 points  Satisfactory: Bid is adequate, but has some inconsistencies = 3 points  Excellent: The submission is fully satisfactory = 5 points	/10
R2	Corporate experience (English-to-French translation services)  The bidder must clearly demonstrate experience in providing English-to French-translation services for departments, agencies or corporations of the Government of Canada, provincial governments or municipal governments.  Submission requirements  The bidder must provide examples of projects that cumulatively demonstrate the number of years of experience. Each project example must include the following:  a) the contract description and deliverables;  b) the name of the client organization to which the services were rendered;  c) the name and email address of a client organization lead who can confirm this experience;	Points will be awarded as follows, for a maximum of 30 points in R2:  Less than 1 year = 0 points  1 to 2 years = 5 points  More than 2 years to 4 years = 10 points  More than 4 years to 6 years = 15 points  More than 6 years to 8 years = 20 points  More than 8 years to 10 years = 25 points  More than 10 years = 30 points	/30

	d) the period during which the services were provided: (month/year) to (month/year).  Library and Archives Canada may contact the client organization leads for the referenced projects to validate the information provided by the bidder.		46
R3	Company certification  The bidder is certified to one or both of the following standards:  • CAN/CGSB-131.10-2017 (C2021) – Translation Services  • ISO 17100:2015 – Translation Services	Points will be awarded as follows, for a maximum of 10 points:  No certification = 0 points  One certification = 5 points  Two certifications = 10 points	/10
R4	Experience of proposed translators in LAC-specific fields  Number of words translated by each of the proposed translators under M2 in the following fields:  a) libraries, archives, museums and exhibitions;  b) Canadian history (general, military or Indigenous);  c) products for the general public (brochures, magazines, podcasts, websites, printed books, e-books, etc.).  The following information must be included in the bid for the evaluation of R4:  a) the name of the client organization to which the services were rendered;  b) the name and email address of a client organization lead who can confirm this experience;  c) a brief description of the work performed, including the subject matter and word count.	follows, for a maximum of 6 points per field per translator and a maximum of 36 points in R4:  1,000 to 9,999 words translated = 1 point  10,000 to 19,999 words translated = 2 points  20,000 to 29,999 words translated = 4 points  More than 30,000 words translated = 6 points	/36

Solicitation No. -  $N^{\circ}$  de l'invitation 5Z011-23-0096

R5		ence of proposed editors in LAC- c fields	Points will be awarded as follows, for a maximum of	/36
		er of words edited by each of the ed editors under M3 in the following	6 points per field per editor and a maximum of 36 points in R5:  1,000 to 9,999 words edited =	
	a)	libraries, archives, museums and exhibitions;	1 point 10,000 to 19,999 words edited = 2 points	
	b)	Canadian history (general, military or Indigenous);	20,000 to 29,999 words edited = 4 points	
	c)	products for the general public (brochures, magazines, podcasts, websites, printed books, e-books, etc.).	More than 30,000 words edited = 6 points	
		lowing information must be included in for the evaluation of R5:		
	a)	the name of the client organization to which the services were provided;		
	d)	the name and email address of a client organization lead who can confirm this experience;		
	b)	a brief description of the work performed, including the subject matter and word count.		
R6	Quality	assurance and timeliness plan	Items a), b), c) and d) will be	/32
	require	dder's proposed process in response to ment M5 to ensure continuous quality must clearly describe:	evaluated as follows, for a maximum of 8 points per item and a maximum of 32 points in R6:	
	a)	each step of the quality assurance process to ensure that translated and edited documents are error-free, use LAC terminology, respect the layout	Inappropriate: Answer is inappropriate or does not address the issue = 0 points	
		of the original document, and follow the conventions and style used at LAC and in the public service;	Fair: Answer has significant gaps or provides little detail = 3 points	
	b)	the quality assurance process for projects requiring multiple translators or editors;	Satisfactory: Answer is coherent and proposes adequate solutions to ensure quality, but no particular actions to be implemented specifically for LAC are clearly	
	c)	the steps taken when the quality of the translation is not deemed satisfactory by the client;	described = 6 points	

	d) the measures taken to ensure that deadlines are met, for both urgent and routine requests.	Excellent: Answer is clear and comprehensive, and demonstrates exceptional knowledge or unique insights and particular actions to be implemented specifically for LAC = 8 points	
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	Rated Technica	l Criteria		Maximum Score	Actual Score
R1	Submission format			10	
R2	Corporate experience (English-to-French translation services)			30	
R3	Company certification			10	
R4	Experience of proposed translators in LAC-specific fields			36	
R5	Experience of proposed editors in LAC-specific fields		36		
R6	Quality assurance and timeliness plan		32		
Maximum points		154			
Minimum overall points required		92			
Bidder's score			☐ Achieved	□ Not achieved	

#### 4.1.3 Financial Evaluation

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

### 4.2 Basis of Selection

### Highest Combined Rating of Technical Merit 70 % and Price 30 %

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. Obtain the required minimum overall Pass Mark of 92 points out of 154 points.
- 2. Bids not meeting a), b) and c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

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

### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

# 5.2 Certifications Precedent to Contract Award and Additional Information

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

### 5.2.1 Integrity Provisions - Required Documentation

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

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

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

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

### 5.2.3 Additional Certifications Precedent to Contract Award

### 5.2.3.1 Status and Availability of Resources

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

### 5.2.3.2 Education and Experience

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

Solicitation No. - N° de l'invitation 5Z011-23-0096

### PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

#### 6.1 **Security Requirements**

There is no security associated with the requirement.

### **PART 7 - RESULTING CONTRACT CLAUSES**

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

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

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

### 7.2.1 General Conditions

2035 (2022-05-12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## 7.2.2 Supplemental General Conditions

<u>4007</u> (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

# 7.3 Security Requirements

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

### 7.4 Term of Contract

### 7.4.1 Period of the Contract

The period of the Contract is from Contract award to and including October 31st, 2023 inclusive.

### 7.4.2 Option to Extend the Contract

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

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

#### 7.5 **Authorities**

#### 7.5.1 **Contracting Authority**

The Contracting Authority for the Contract is:

Anne-Marie Aubry Senior Contracting Officer Contracting and Materiel Management Division Library and Archives Canada 550 de la Cité Boulevard, room 8-110B Gatineau, Québec K1A 0N4

Telephone: 613-716-2173

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

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform sed on verbal or written requests or instructions

from anybody other than the Contracting Authority.
7.5.2 Project Authority
The Project Authority for the Contract is: [To be inserted at contract award]
Name: Title: Organization: Address:
Telephone: Facsimile: E-mail address:
The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.
7.5.3 Technical Authority
The Technical Authority for the Contract is: [To be inserted at contract award]
Name: Title: Organization: Address:
Telephone: Facsimile: E-mail address:
Page 25 of - de 37

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

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

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

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

## 7.7 Payment

### 7.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ [To be inserted at contract award]. Customs duties are included and Applicable Taxes are extra.

### 7.7.2 Limitation of Expenditure

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

### 7.7.3 Method of Payment – Monthly Payment

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

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

#### 7.7.4 SACC Manual Clauses

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

### 7.7.5 Electronic Payment of Invoices – Contract

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

a. Direct Deposit (Domestic and International);

# 7.8 Invoicing Instructions

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

Each invoice must be supported by:

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

### 7.9 Certifications and Additional Information

### 7.9.1 Compliance

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

## 7.10 Applicable Laws

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

# 7.11 Priority of Documents

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

(a) the Articles of Agreement;

(b) the supplemental general conditions <u>4007</u> (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;

- (c) the general conditions 2035 (2022-05-12), General Conditions Higher Complexity Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated , [To be inserted at contract award]

### 7.12 Insurance

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

# 7.13 Dispute Resolution

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

### 7.14 Contract Administration

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

### **ANNEX "A"**

#### STATEMENT OF WORK

### 1. TITLE

Library and Archives Canada, User Experience and Engagement Sector, Communications Branch, Linguistic Services: Obtaining English-to-French translation services.

#### 2. OUTLINE

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

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

#### 3. OBJECTIVE

LAC wishes to contract with a professional translation company to provide English-to-French translation services, unilingual French editing services, and comparative editing services for English-to-French texts on an as-needed basis.

### 4. **DEFINITIONS**

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

LAC	Library and Archives Canada
Normal working hours	8 a.m. to 5 p.m. Eastern Time, Monday to Friday, except for statutory holidays
Routine request	A translation performed by a single translator during normal working hours at a rate of 1,500 words per day
Statutory holidays	New Year's Day, Good Friday, Easter Monday, Victoria Day or Journée nationale des patriotes (fête de Dollard), Fête nationale (only for business units in Quebec), Canada Day, Civic Holiday (only for business units in British Columbia, Manitoba, Nova Scotia and Ontario), Labour Day, National Day for Truth and Reconciliation, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day

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#### 5. BACKGROUND

- 5.1 LAC's Linguistic Services team provides a range of services to the entire institution and ensures clear and consistent communications in both official languages.
- 5.2 If a text cannot be translated by one of the proposed translators, it will be edited or proofread by one of the proposed team members, either an editor, a quality controller or a proofreader.
- 5.3 The contractor will ensure, to the greatest extent possible, that related work is assigned to the same individuals throughout the contract period in order to maintain consistency of style. For example, the translation of a 10-chapter manual should be carried out by the same individual, if possible.

#### 6. NATURE OF WORK

- 6.1 The contractor will provide LAC with high-quality professional English-to-French translation services, unilingual French editing services, and comparative editing services for texts translated from English to French for a wide variety of documents, including (but not limited to) the following:
  - a) texts for the LAC website (including news releases, blogs and podcasts);
  - projects with other partners and memory institutions (such as exhibitions and the TD Summer Reading Club);
  - c) archival descriptions;
  - d) reports, records of decisions, presentations, policy documents, work descriptions, correspondence, administrative and financial documents, and other material related to LAC's mandate and activities.

### 7. ASSIGNMENT OF WORK

- 7.1 Delivery dates will be specified by the project coordinator at the time of submission of each request.
- 7.2 If the contractor is unable to meet the original delivery date established by the project coordinator, the contractor will notify the project coordinator within one hour of receiving the request to renegotiate the delivery date. The project coordinator and the contractor will agree on the new delivery date prior to the start of work.
- 7.3 LAC will endeavour to provide reasonable lead times to the contractor.
- 7.4 LAC will determine the level of complexity of documents based on the amount of research time required and the degree of specialization of the text. For higher-complexity documents, the project coordinator may allow a longer delivery time.
- 7.5 The word count is determined electronically from the source text using the same software and version used to create the source text. The contractor will notify the project coordinator of any

changes to the word count. In case of disagreement, the final decision on the word count will be made by the project coordinator.

- 7.6 If, after acceptance of the work, the contractor cannot meet the agreed-upon delivery date:
  - The contractor will contact the project coordinator as soon as possible to set a new delivery date.
  - b) The project coordinator will confirm whether or not the new delivery date is accepted.
  - c) If the project coordinator and the contractor cannot agree on the delivery date, the project coordinator may cancel the request at no cost.

### 8. RECEIPT AND TRANSMISSION OF TEXTS

- 8.1 The contractor will receive the documents and return them to LAC using the online request management portal that they have indicated in their bid and that has been accepted by LAC.
- 8.2 LAC will assign a file number to each translation request. All interactions with LAC regarding the request will reference the file number.
- 8.3 All translation requests submitted to the contractor will include the following information:
  - a) the translation work request number;
  - b) the details of the work activities to be performed;
  - c) the document title;
  - d) the delivery date;
  - e) any other relevant information.
- 8.4 As required, LAC and the contractor may transmit texts by fax, by courier or by mail, subject to prior written agreement and, as applicable, in accordance with any security rules imposed by LAC, regardless of the text and/or the transmission mode. LAC's Technical Authority may change the transmission procedures during the contract period.

### 9. CONTRACTOR TASKS

- 9.1 The contractor will:
  - translate or edit the assigned document according to the instructions and deadlines indicated by the project coordinator at the time that the request is made;
  - b) contact the project coordinator to clarify the nature of the work to be performed, if required;
  - c) if there are conflicting priorities, contact the project coordinator to determine the order in which the work should be performed;
  - resolve all issues related to the document to be translated or edited prior to delivery of the translation (these issues include, but are not limited to, those related to meaning, official names, format, hyperlinks and request instructions);
  - obtain the project coordinator's approval before delivering a text that is not final if all issues could not be resolved;
  - f) respect the style, language level and layout of the original document;
  - g) consult the reference documents provided, if applicable;

- perform quality control of documents to ensure consistency of style, tone, acronyms and terminology when multiple translators are working on the same document or a series of related documents;
- return documents electronically in the same format as the original, unless otherwise specified by the project coordinator;
- j) use a virus detection and elimination system, and take the necessary measures to ensure the delivery of its translation in electronic media or systems free of viruses;
- k) not add codes that are not already in the source document.

### 10. APPROACH AND METHODOLOGY

- 10.1 The contractor will follow a consistent style appropriate to the target audience and use consistent and accurate terminology to accurately convey the message of the source document.
- 10.2 The contractor will use (but is not limited to) the following resources:
  - > the LAC website (<u>www.bac-lac.gc.ca</u>) to confirm specialized terminology;
  - > TERMIUM Plus; les Clés de la rédaction (available on the TERMIUM Plus website);
  - > Le Petit Robert:
  - > Le Multidictionnaire de la langue française;
  - terminology banks, as well as lexicons and reference documents provided by the project coordinator.
- 10.3 The contractor is free to use translation tools, but texts that have obviously been translated with machine translation software will fail quality control.
- 10.4 If the contractor uses more than one resource to translate a document or a series of related documents, the contractor will ensure consistency of style, tone and terminology.

### 11. QUALITY ASSURANCE

- 11.1 A translation is deemed unsatisfactory if:
  - a) its quality does not meet requirements, that is, if a sample of 800 words includes:
    - i. **one or more major errors** (major errors include mistranslations, misinterpretations, factual errors, especially in tables and charts, major omissions and additions, gibberish, and any shift in meaning that would result in a misinterpretation of the translation);
    - ii. **more than four minor errors** caused by insufficient knowledge of the subject matter or principles of translation, incomplete terminology research, or inadequate proofreading (minor errors include spelling, grammar, style, punctuation, minor omissions and additions, anglicisms, inconsistencies, and lack of respect for the presentation);
  - b) the document is not of sufficient quality to be posted on the Internet or to be published;
  - the layout does not conform to the source document (unless otherwise specified, the translated document must respect the layout of the source document and be processed with the software requested by the client, without being converted).

### 12. NOTICE OF NON-COMPLIANCE

12.1 When a document is considered unsatisfactory under the quality assurance standards mentioned in section 11.1 and accepted principles and rules in the translation field, LAC may issue a notice of non-compliance and exercise its rights, including:

- a) requiring the contractor to redo the work at the contractor's expense, within the time frame requested by LAC, regardless of whether the work must be performed in the evening, on a weekend or on a statutory holiday in order to meet the agreed-upon delivery date; and withholding any payments associated with the deliverables until corrections are made to the satisfaction of LAC's Technical Authority.
- 12.2 If the contractor is continuously unavailable to work on this contract and cannot meet the delivery dates specified in section 7 of the Statement of Work, LAC may issue a notice of non-compliance.

#### 13. SOFTWARE CONSIDERATIONS

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

#### 14. REPORTING

- 14.1 The contractor will facilitate and maintain regular communication with the project coordinator and LAC's Technical Authority.
- 14.2 The contractor will notify the project coordinator and LAC's Technical Authority of problems, difficulties or concerns with the work as they arise.
- 14.3 At the request of LAC's Technical Authority, the contractor will email a progress report on the status of the assigned work, problems identified and proposed solutions. This report will be prepared in English or French, at the sole discretion of LAC's Technical Authority, in one of the formats accepted by LAC and mentioned in section 13.

#### 15. LOCATION OF WORK

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

### 16. LANGUAGE OF WORK

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

### ANNEX "B"

### **BASIS OF PAYMENT**

To be completed at contract award

Please refer to Attachment to Part 3 - Pricing Schedule



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

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# T1204 Information Reporting by Contractor for the payment of invoices

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

The Contractor shall provid days from date of award of the contract. This is a condition of	le the following information within 15 e contract: and return this form with t f payment.	the signed date d'attri	reneur doit fournir l'information : bution du marché et retourner c e condition de paiement.		
associated with the S	entity or individual, as applicable, i. locial Insurance Number (SIN) or Bu I as the address and the postal code	isiness n	appellation légale de l'entité ou om associé au numéro d'assura entreprise, ainsi que l'adresse e	ance sociale (NAS) o	
Name / Nom.					
Adresse /Addresse	ė.				
receiving a GOC pen fonctionnaire ou une	lic servant or a person that was inco sion or lump sum payment? / Êtes-v personne s'étant constituée en socié du GC ou un montant forfaitaire?	ous un ancien té /	re you an aboriginal supplier? tes-vous un fournisseur autocht	tone?	
Yes / Oui	No / Non		Yes / Oui	No / Non	
b. The status of the Contracto	c	b. Le	statut juridique de l'entrepreneu	ır.	
Individual / Particulier		Partnership / Société de per	rsonnes	Corporation /	Société
harmonisée (TVH) / For i number, d. Dans le cas d'une société d'un numéro d'entreprise fournir le NAS de l'associé	er, le NAS de l'entrepreneur ou le nu ndividuals, the Contractor's SIN an de personnes et d'une société, le ou de TPS/TVH, une société devra l è qui a signé le marché / For partne orations must provide their T2 Corpo	d, if applicable, the BN, or the Go numéro d'entreprise, ou si ce de fournir son numéro d'impôt de sor rships and corporations, the BN	ods and Services Tax (GST)/Ha mier n'est pas disponible, le nu ciété du feuillet T2, tandis qu'un I, or if this is not available, the G	rmonized Sales Tax ( méro de TPS/TVH. E e société de personn SST/HST number. If th	HST) in l'absence es devra nere is no BN
Contractor's SIN: / N/	AS de l'entrepreneur:	GST	T/HST number: / Numéro TPS/T	VH:	
Business Number:/ N	uméro d'entreprise:	T2 (	Corp. Tax number: / Numéro d'in	npôt de société T2	
officer: "I certify that I ha including the legal Revenue Agency	g certification signed by the Contractor or an authorized that I have examined the information provided above, the legal name, address, and Canada Customs and Agency identifier, (c) or (d) as applicable, and that it is ind complete, and fully discloses the identification of this or."		<ul> <li>e. l'attestation suivante, signée par l'entre autorisé :</li> <li>« Je certifie par la présente que j'ai ex renseignements fournis ci-dessus, y o l'adresse et le numéro identificateur de l' Revenu du Canada, c) ou d) selon le ca complets et qu'ils divulguent clairement entrepreneur. »</li> </ul>		tion légale, anes et du rrects et
	Signature		date		
	agraine		Galle		



Bibliothèque et Archives Canada Library and Archives Canada

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

Signature

PROTEGÉ B lorsque rempli
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Direct Deposit
Enrollment Request

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

Tel –Tél.

Date



Canada

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

### Renseignements supplémentaires

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

#### More information

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