

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**Natural Sciences and Engineering Research Council of Canada  
(NSERC)**

**RFP # N24-20230570  
English to French Translation Services**

**You are invited to submit a proposal to the location specified below for the services detailed herein as follows:**

<b>Proposal Closing Date and Time:</b>	<b>Friday March 22, 2024, at 2:00PM Daylight Savings Time (EST)</b>
<b>Submit Proposals to:</b>	<b>Tenders@NSERC-CRSNG.GC.CA</b>
<b>Enquiries regarding this RFP must be directed to:</b>	<b>Tenders@NSERC-CRSNG.GC.CA</b>

**To be considered, proposals must be received by the Closing Date and Time.**

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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

This document states terms and conditions that apply to bid solicitation #N24-20230570 it is divided into six (6) parts plus annexes and, attachments, 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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, if applicable, and the basis of selection;

**Part 5 Certifications:** includes the certifications to be provided;

**Part 6 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 Bid Evaluation Criteria, and any other annexes.

### 1.2 Summary

The Natural Sciences and Engineering Research Council of Canada (NSERC) is seeking to establish **up to (3) contracts** for English to French translation services, on an “as-and-when-required” basis, as defined in Annex A – Statement of Work, for a period of one (1) year from the date of contract award plus four (4) one-year options to be exercised at the discretion of Canada.

The technical proposal must provide a complete description of the Bidder’s experience and ability to deliver the English to French translation services described in this request for proposals, including the skills and experience of the resources proposed by the Bidder. similar to those requested in this RFP.

### 1.3 Security Requirements

There are no security requirements related to this procurement.

### 1.4 Statement of Work

The Work to be performed is detailed under Annex “A” of the resulting contract clauses.

### 1.5 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 will be in writing.

## PART 2 – BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) 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.
- (c) The [2003](#) (2023-06-08) – Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation.
- (d) Subsection 5.4 of [2003](#), Standard Instructions – Goods or Services – Competitive Requirements is amended as follows:  
  
Delete: 60 days  
Insert: 160 days

### 2.2 Submission of Bids

- a) Bids must be delivered to The Natural Sciences and Engineering Research Council of Canada by Email to [Tenders@nserc-crsng.gc.ca](mailto:Tenders@nserc-crsng.gc.ca) Solicitation # **N24-20230570** by the time and as indicated on page 1 of the solicitation.
- b) Bids must not be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.

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

### 2.3 Former Public Servant

#### (a) Information Required

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.

#### (b) 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:

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or

- (iv) 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.

(c) **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:

- (i) name of former public servant;  
(ii) date of termination of employment or retirement from the Public Service.

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

(d) **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:

- (i) name of former public servant;  
(ii) conditions of the lump sum payment incentive;  
(iii) date of termination of employment;  
(iv) amount of lump sum payment;  
(v) rate of pay on which lump sum payment is based;  
(vi) period of lump sum payment including start date, end date and number of weeks;  
(vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

## 2.4 Enquiries – Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) 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

Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

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)

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in four (4) separate documents as follows:

- Section I: Technical Bid (electronically by email to [Tenders@nserc-crsng.gc.ca](mailto:Tenders@nserc-crsng.gc.ca));
- Section II: Financial (electronically by email to [Tenders@nserc-crsng.gc.ca](mailto:Tenders@nserc-crsng.gc.ca));
- Section III: Certifications (electronically by email to [Tenders@nserc-crsng.gc.ca](mailto:Tenders@nserc-crsng.gc.ca));
- Section IV: Samples of English to French translation (electronically by email to [Tenders@nserc-crsng.gc.ca](mailto:Tenders@nserc-crsng.gc.ca)).

**Prices must appear in the financial bid only. Prices must NOT be indicated in any other section of the bid. Bidders who provide financial information in the technical proposal may be disqualified.**

**Bids are to be delivered to The Natural Sciences and Engineering Research Council of Canada by Email to [Tenders@nserc-crsng.gc.ca](mailto:Tenders@nserc-crsng.gc.ca) Solicitation #N24-20230570 by the time and date specified in the covering e-mail.**

- a) **Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
  - (i) use 8.5 x 11 inch (216 mm x 279 mm) page size;
  - (ii) use a numbering system that corresponds to the bid solicitation;
  - (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, Bidder's name and address and contact information of its representative; and
  - (iv) include a table of contents.
- b) **Canada's Policy on Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>).
- c) **Submission of Only One Bid:**

A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified. A single bid may contain bids to be awarded a contract in one or more Workstreams. However, a bid may not contain a bid from the Bidder, including related entities, to be awarded more than one contract.

#### 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.

- (a) **Bid Submission Form:** Bidders are requested to include the Bid Submission form – Attachment 2 to Part 3, with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Pricing Schedule in Attachment 1 to Part 3. Unless otherwise indicated, bidders must include a single, firm, all-inclusive hourly rate quoted in Canadian dollars in each cell requiring an entry in the pricing tables.

## **Section III: Certifications**

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

## **Section IV: Samples of English-to-French translations**

Bidders must submit four (4) samples of **English-to-French translations**, i.e. two (2) for each of the proposed resources Bidders must also submit the original English documents.

Each sample must be preceded by a separate presentation page on which the bidder must specify the name of the resource who carried out the translation, the date of the translation (month and year) and the name, title and contact details of the client. In addition, the resource who performed the translation must sign and date the cover page to confirm that the translation is their work. Electronic signatures are accepted.

The signed cover page will be removed from the evaluation package and will only be seen by the Contracting Authority



**ATTACHMENT 1 TO PART 3**

**PRICING SCHEDULE**

The Bidder must complete this pricing schedule and include it in its financial bid.

**Table A: English to French translation - Initial contract period: Date of contract award to March 31st, 2025**

Firm all-inclusive rates per word for English-to-French translation*	Contract period: Date of contract award to March 31st, 2025
General (administrative) text	
- Regular rate	\$ ____ /word
- Rush rate	\$ ____ /word
Specialized text	
- Regular rate	\$ ____ /word
- Rush rate	\$ ____ /word

\* The application of an emergency rate and the nature of the text will be determined by the Project Authority or his/her delegated representative and will be specified in the task authorization.

**Table B : Translation of changes made to an already translated English text – Initial contract period: Date of contract award to March 31st, 2025**

Firm all-inclusive hourly rates for the translation of changes made to an already translated English text*	Contract period: Date of contract award to March 31st, 2025
General (administrative) text	
- Regular rate	\$ ____ /word
- Rush rate	\$ ____ /word
Specialized text	
- Regular rate	\$ ____ /word
- Rush rate	\$ ____ /word

\* The application of an emergency rate and the nature of the text will be determined by the Project Authority or his/her delegated representative and will be specified in the task authorization.

**Table C: English to French translation – Option year 1: April 1st, 2025 to March 31st, 2026**

Firm all-inclusive rates per word for English-to-	Contract period:
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French translation*	April 1st, 2025 to March 31st, 2026
General (administrative) text	\$ ____/word
- Regular rate	\$ ____/word
- Rush rate	
Specialized text	\$ ____/word
- Regular rate	\$ ____/word
- Rush rate	

\* The application of an emergency rate and the nature of the text will be determined by the Project Authority or his/her delegated representative and will be specified in the task authorization

**Table D: Translation of changes made to an already translated English text – Option year 1: April 1st, 2025 to March 31st, 2026**

Firm all-inclusive hourly rates for the translation of changes made to an already translated English text*	Contract period: April 1st, 2025 to March 31st, 2026
General (administrative) text	
- Regular rate	\$ ____/word
- Rush rate	\$ ____/word
Specialized text	
- Regular rate	\$ ____/word
- Rush rate	\$ ____/word

\* The application of an emergency rate and the nature of the text will be determined by the Project Authority or his/her delegated representative and will be specified in the task authorization.

**Table E: English to French translation - Option year 2: April 1st, 2026 to March 31st, 2027**

Firm all-inclusive rates per word for English-to-French translation*	Contract period: April 1st, 2026 to March 31st, 2027
General (administrative) text	
- Regular rate	\$ ____/word
- Rush rate	\$ ____/word
Specialized text	
- Regular rate	\$ ____/word
- Rush rate	\$ ____/word

\* The application of an emergency rate and the nature of the text will be determined by the Project Authority or his/her delegated representative and will be specified in the task authorization.

**Table F: Translation of changes made to an already translated English text – Option year 2: April 1st, 2026 to March 31st, 2027**

Firm all-inclusive hourly rates for the translation of changes made to an already translated English text*	Contract period: April 1st, 2026 to March 31st, 2027
General (administrative) text - Regular rate - Rush rate	\$_____/word \$_____/word
Specialized text - Regular rate - Rush rate	\$_____/word \$_____/word

\* The application of an emergency rate and the nature of the text will be determined by the Project Authority or his/her delegated representative and will be specified in the task authorization.

**Table G: English to French translation – Option year 3: April 1st, 2027 to March 31st, 2028**

Firm all-inclusive rates per word for English-to-French translation*	Contract period: April 1st, 2027 to March 31st, 2028
General (administrative) text - Regular rate - Rush rate	\$_____/word \$_____/word
Specialized text - Regular rate - Rush rate	\$_____/word \$_____/word

\* The application of an emergency rate and the nature of the text will be determined by the Project Authority or his/her delegated representative and will be specified in the task authorization.

**Table H: Translation of changes made to an already translated English text – Option year 3: April 1st, 2027 to March 31st, 2028**

Firm all-inclusive hourly rates for the translation of changes made to an already translated English text*	Contract period: April 1st, 2027 to March 31st, 2028
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General (administrative) text - Regular rate - Rush rate	\$ ____/word \$ ____/word
Specialized text - Regular rate - Rush rate	\$ ____/word \$ ____/word

\* The application of an emergency rate and the nature of the text will be determined by the Project Authority or his/her delegated representative and will be specified in the task authorization.

**Table I: English to French translation – Option year 4: April 1st, 2028 to March 31st, 2029**

Firm all-inclusive rates per word for English-to-French translation*	Contract period: April 1st, 2028 to March 31st, 2029
General (administrative) text - Regular rate - Rush rate	\$ ____/word \$ ____/word
Specialized text - Regular rate - Rush rate	\$ ____/word \$ ____/word

\* The application of an emergency rate and the nature of the text will be determined by the Project Authority or his/her delegated representative and will be specified in the task authorization

**Table J: Translation of changes made to an already translated English text – Option year 4: April 1st, 2028 to March 31st, 2029**

Firm all-inclusive hourly rates for the translation of changes made to an already translated English text*	Contract period: April 1st, 2028 to March 31st, 2029
General (administrative) text - Regular rate - Rush rate	\$ ____/word \$ ____/word
Specialized text - Regular rate - Rush rate	\$ ____/word \$ ____/word

\* The application of an emergency rate and the nature of the text will be determined by the Project Authority or his/her delegated representative and will be specified in the task authorization.

**ATTACHMENT 2 to PART 3**

**BID SUBMISSION FORM**

<b>Bidder's full legal name</b>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
<b>Bidder's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003]  <b>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</b>		
<b>Jurisdiction of Contract:</b> Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
<b>Former Public Servants</b>  See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
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:		
<ol style="list-style-type: none"> <li>1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>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.</li> </ol>		
<b>Signature of Authorized Representative of Bidder</b>		

## 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. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) In addition to any other time periods established in the bid solicitation:
  - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.
  - (iii) **Requests for Further Information:** If Canada requires additional information to do any of the following, pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - A. Verify any or all information provided by the Bidder in its bid; or
    - B. Contact any or all references supplied by the Bidder (e.g., references named in the grids of individual resources) to verify and validate any information submitted by the Bidder.The Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.
  - (iv) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

#### 4.1.1 Technical Evaluation

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

##### 4.1.1.1 Mandatory Technical Criteria

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

Please refer to Attachment 1 to Part 4

##### 4.1.1.2 Point Rated Technical Criteria

- (i) Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.

Please refer to Attachment 1 to Part 4

#### 4.1.1.3 Financial Evaluation

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

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

1. To be declared responsive, a bid must:
  - a) comply with all the requirements of the bid solicitation; and
  - b) meet all mandatory technical evaluation criteria;
  - c) obtain the required minimum of **70 points overall** for the technical evaluation criteria, which are subject to point rating. The rating is performed on a scale of **100 points**.
2. Bids not meeting (a) or (b) 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 Technical and Financial proposals will initially be scored separately. The Overall Resource Score will be determined by combining the Bidder's Technical Proposal Score for each Proposed Resource and Financial Proposal Score for each Proposed Resource in accordance with the following weights:

Bidder's Technical Proposal	=	70%
Bidder's Financial Proposal	=	30%
<b>Overall Proposal</b>	=	<b>100%</b>

If more than one Bidder is ranked first or within the range of Contract award because of identical overall scores, then of those Bidders, the Bidder with the **higher financial score** will become the higher-ranked Bidder.

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
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		84.18	73.15	77.70
<b>Overall Rating</b>		1st	3rd	2nd

**Note: Up to three (3) contracts can be awarded on a rotation basis first right of refusal. Each contract value will be divided equally.**



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## ATTACHMENT 1 to PART 4 – BID EVALUATION CRITERIA

### Mandatory and Point-Rated Criteria

#### Mandatory and point-rated criteria

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

Bids which fail to meet the mandatory technical criteria will be declared non-responsive.

Each mandatory technical criterion must be addressed separately. Bidders are requested to indicate beside each of the criteria the relevant page number(s) in their bid which addresses the requirement identified in the criteria. A column has been provided in the tables inserted below for this purpose.

Copy/Cutting and pasting wording from the RFP or from one project to another into the tables for the proposed resource does not constitute demonstrating the requirement. Experience must be demonstrated by citing specific examples of work performed by the resource that relate to the specific evaluation criteria. If the Bidder's Response does not fully demonstrate that the requirement is met by the project cited, then the project experience will not be considered.

Curriculum vitae of the proposed resource must be provided. Also, the evaluation criteria matrix must be used to answer the mandatory and point rated criteria. Therefore, the answers are to be entered directly into the matrix, explaining how each criterion has been met, while referencing both the page and project numbers as indicated in the resume

Bidders must propose two (2) resources for the bid to be deemed responsive.

MANDATORY CRITERIA			
No.	Description	Met? (Yes/No)	Cross Reference to Proposal
M1	<p><b>Bidder's ability to provide English-to-French translation services</b></p> <p>The Bidder must provide a brief description showing that they have the ability required to provide the English-to-French translation services described in the statement of work.</p> <p>The technical proposal must include a brief but complete description of the Bidder's ability to deliver English-to-French translation services as described in the statement of work.</p>		
M2	<p><b>Education of the proposed resources</b></p> <p>The Bidder must propose two resources, who must each have a degree in translation awarded by a recognized Canadian university or a recognized foreign university or hold a professional translator certification delivered by one of the member bodies of the <a href="#">Canadian Translators, Terminologists and Interpreters Council (CTTIC)</a> or by the <a href="#">Ordre des traducteurs, terminologues et interprètes agréés du Québec</a>.</p> <p>For each of the proposed resources, the Bidder must include:</p> <ul style="list-style-type: none"> <li>• a copy of the degree awarded by a recognized Canadian university or, if the degree was awarded outside of Canada, a copy of the assessment of its equivalency by a recognized Canadian credential assessment service, or a proof of professional translator certification delivered by one of the member bodies of the CTTIC or by the Ordre des traducteurs, terminologues et interprètes agréés du Québec;</li> <li>• the translator's curriculum vitae (CV).</li> </ul>		
M3	<p><b>Experience of the proposed resources</b></p> <p>Each of the proposed resources must have at least five (5) years' experience acquired over the past ten (10) years providing English-to-French translation services to one or more science- or technology-based departments, agencies or organizations or funding bodies in Canada's public sector (at the federal,</p>		

MANDATORY CRITERIA			
No.	Description	Met? (Yes/No)	Cross Reference to Proposal
	provincial, territorial or municipal level).		
M4	<p><b>Samples of the proposed resources' work</b></p> <p>The Bidder must submit two (2) English-to-French translation samples (source text and target text) for each of the proposed resources. The source text (English) for each sample must have between 750 and 1,000 words. For each resource, the Bidder must submit a translation sample of one specialized text (that is, pertaining to science, technology or public funding) and of one administrative text.</p> <p>The source text (English) and the target text (French) must be submitted in a separate attachment.</p> <p>The sample texts must have been translated for a science- or technology-based department, agency or organization or a funding body in Canada's public sector (at the federal, provincial, territorial or municipal level). These documents must be free of any identifying markers, such as company letterhead, and must be accompanied by a separate cover page on which the Bidder will specify the name of the resource who translated the text, the date of the translation (month and year), and the name, title and contact details of the client. In addition, the resource who translated the text must sign and date the cover page to confirm that the text is the result of work done by them. Electronic signatures are accepted.</p> <p>The signed cover page will be removed from the evaluation package and will only be seen by the Contracting Authority.</p>		

Proposals will be evaluated and scored in accordance with the specific evaluation criteria detailed in this section.

Both proposed resources **MUST** achieve the minimum passing score of 70 points (out of 100) for each of the two (2) sample texts translated from English to French; if any of the submitted translations does not meet the minimum passing score of 70 points, the bid will be rejected.

Point Rated Criteria			
No.	Description	Scoring Matrix	Cross Reference to Proposal
R1	<p><b>Bidder's ability to provide the requested services</b></p> <p>The Bidder should demonstrate that they meet the requirements and have the ability needed to provide the English-to-French translation services described in the statement of work.</p> <p>The Bidder should also describe:</p> <ul style="list-style-type: none"> <li>- the process they have in place to produce high-quality translations;</li> <li>- the approach that they use to manage heavy workloads and meet urgent requests within the agreed-upon deadlines;</li> <li>- their ability to ensure continuity of service, even when one of the proposed resources is not available.</li> </ul> <p>The Bidder's description should be detailed enough for the committee to evaluate their ability to provide the services, including the breadth of their experience, as well as each of the three items above.</p>	<p><b>Maximum 20 points</b></p> <p><u>Scoring</u></p> <p><b>Excellent – 20 points</b>                      The description is highly detailed and clearly addresses each of the three items. The Bidder shows that they far exceed the requirements regarding the ability needed to provide the English-to-French translation services described in the statement of work.</p> <p><b>Very good – 15 points</b>                      The description is detailed and clearly addresses each of the three items. The Bidder shows that they exceed the requirements regarding the ability needed to provide the English-to-French translation services described in the statement of work.</p> <p><b>Good – 10 points</b>                      The description is fairly detailed and addresses each of the three items. The Bidder shows that they meet (but do not exceed) the requirements regarding the ability needed to provide the English-to-French translation services described in the statement of work.</p> <p><b>Poor or unsatisfactory – 0 point</b>                      The description is not detailed enough and does not address each of the three items. The Bidder has not shown that they meet the requirements regarding the ability needed to provide the English-to-French translation services described in the statement of work.</p>	

<p><b>R2</b></p>	<p><b>Experience of the proposed resources</b></p> <p>The Bidder should clearly demonstrate that the proposed resources have at least five (5) years of relevant experience within the past ten (10) years providing English-to-French translation services to one or more science- or technology-based departments, agencies or organizations or funding bodies in Canada’s public sector (at the federal, provincial, territorial or municipal level).</p> <p>To demonstrate this, the Bidder should present, in text or table format, a summary of each proposed resource’s experience, including the number of years of experience providing services to one or more science- or technology-based departments, agencies or organizations or funding bodies in Canada’s public sector (at the federal, provincial, territorial or municipal level), and must ensure that each resource’s CV corroborates the information provided in this summary.</p>	<p><b>Maximum of 30 points (15 points for each proposed resource)</b></p> <ul style="list-style-type: none"> <li>- Relevance of experience providing translation services to one or more science- or technology-based departments, agencies or organizations or funding bodies in Canada’s public sector (at the federal, provincial, territorial or municipal level) (maximum of 5 points for each resource)</li> <li>- Further to the five (5) years required in M3, points will be given for each additional years (maximum of 10 points for each resource)</li> </ul>	
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<p><b>R3</b></p>	<p><b>Two (2) sample English-to-French translations by each of the proposed resources</b></p> <p>The translations provided as samples must have been done for a science- or technology-based department, agency or organization or a funding body in Canada’s public sector (at the federal, provincial, territorial or municipal level). These translations will be evaluated on the basis of the criteria stated below. If any of the four (4) samples submitted receives a score of less than 70 points, the proposal will be rejected.</p> <p>Reminder: The proposed resources must sign and date the cover page for each of their two (2) sample translations to confirm that the text is the result of work done by them.</p> <p>a) <u>Accuracy of translation (meaning)</u></p> <p>The translation must accurately reflect the source text and must not contain any error that impacts the meaning.</p> <p><b>Scoring:</b>          Five (5) to ten (10) points will be deducted for every translation error according to its seriousness and impact.</p> <ul style="list-style-type: none"> <li>- Examples of major translation errors are mistranslations, unintelligible wording and major omissions or additions.</li> <li>- Examples of minor translation errors are slight shifts in meaning, minor omissions or additions or errors in terminology.</li> </ul>	<p><b>Maximum of 50 points</b></p> <p><b>Each sample will be marked out of 100. <u>If any of the samples receives a score of less than 70 points out of 100, the proposal will be rejected.</u></b></p> <p><b>The marks for the (4) samples will be added and converted to a total out of 50 points.</b></p>	
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<b>R3</b>	<p><b>Scoring:</b>                  One (1) to five (5) points will be deducted for every mistake according to its seriousness and impact.</p> <p>The following types of errors will be taken into account:</p> <ul style="list-style-type: none"> <li>- Grammar</li> <li>- Syntax</li> <li>- Non-idiomatic wording or literal translation</li> <li>- Inconsistency in the use of terminology</li> <li>- Spelling , capitalization</li> <li>- Lack of flow, poor clarity, cumbersome wording, style or tone that does not mirror the source text</li> <li>- Punctuation, spacing, typos</li> </ul>		
<b>Total Points: 100</b>			

**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**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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 provided 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 [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

I \_\_\_\_\_ (Supplier's name) understand that any information I submit in order for the department to confirm my eligibility to receive a contract may be shared and used by NSERC as part of the validation process, and the results of verification may be publicly disseminated. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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**ATTACHMENT 1 to PART 5  
CERTIFICATIONS**

**1. CERTIFICATION OF EDUCATION AND EXPERIENCE**

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

**2. CERTIFICATION OF AVAILABILITY OF PERSONNEL**

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

**3. CERTIFICATION OF STATUS OF PERSONNEL**

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract Period the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

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

#### 6.2.1 Task Authorization

- A.** Work described at Annex A, Statement of Work, will be performed under the Contract on an “as and when requested basis”.
- B.** With respect to the Work mentioned under paragraph A of this clause,
1. an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
  2. the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor’s own risk and expense;
  3. the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A.; and
  4. the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex C Task Authorization Form. An authorized TA is a completed Annex C signed by the Project Authority.

#### C. TA Process

For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex C Task Authorization Form, containing as a minimum:

- the task or revised task description of the Work required, including:
  - the details of the activities or revised activities to be performed;
  - a description of the deliverables or revised deliverables to be submitted; and
  - a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
  - the Contract basis (bases) of payment applicable to the task or revised task.

#### D. TA Authorization

1. The Project Authority will authorize the TA based on:
  - the request submitted to the Contractor pursuant to paragraph E of this clause;

- the Contractor's response received, submitted pursuant to paragraph F of this clause; and
  - the agreed total estimated cost for performing the task or, as applicable, revised task and the breakdown of that cost per milestone contained in the Schedule schedule of Milestones.
2. The authorized TA will be issued to the Contractor by email (as an email attachment in PDF format).

#### E. Minimum Work Guarantee - Authorized TAs

- (a) In this clause,
- (i) **"Maximum Contract Value"** means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
  - (ii) **"Minimum Contract Value"** means 5% (excluding Applicable Taxes).
- (b) 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 sub-article (c), subject to sub-article (d). 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.
- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract
- (i) for default;
  - (ii) for convenience, as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
  - (iii) for convenience within ten business days of Contract award.

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

2010B (2022-12-01) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### 6.4 Term of Contract

The period of the Contract is from date of Contract to March 31, 2025, inclusive. Four (4) one-year options may be exercised at Canada's discretion.

#### 6.4.1 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 30 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.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Lisa Lacasse  
Title: Senior Contracting Advisor  
Department: Natural Sciences and Engineering Research Council of Canada  
Address: 125 Zaida Eddy Private, 2nd floor, Ottawa ON K1R 0E3  
Telephone: 343-571-9625  
E-mailaddress: [Lisa.Lacasse@nserc-crsng.gc.ca](mailto:Lisa.Lacasse@nserc-crsng.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.

### 6.5.2 Project Authority

The Project Authority for the Contract is: To be announced at contract award

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
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.

### 6.5.3 Contractor's Representative

To be Determined at contract award

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 – Basis of Payment – Individual Task Authorizations

- a. The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex B.
- 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.
- c. 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.
- d. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- e. **Contractor's Firm Hourly Rates:** The Contractor agrees that the rates set out in Annex B – Basis of Payment remain firm throughout the Contract Period, except as may be provided for in the express terms of the contract. In reference to Article 18(1) of SACC General Conditions 2035, the Contractor acknowledges that its obligation to provide services in accordance with the firm rates set out in Annex B is unaffected by the application of any existing law or any new law which may come into effect during the Contract Period.
- f. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the general conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

#### 6.7.1 - Limitation of Expenditure – Cumulative Total of all Task Authorizations

- (i) Canada's total liability to the Contractor under the Contract for all validly issued Task Authorizations (TAs), inclusive of any revisions, must not exceed the amount set out on page 1 of the Contract, less any Applicable taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Applicable Taxes are included
- (ii) 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.
- (iii) 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) 4 months before the contract expiry date, or
  - (C) 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.

- (iv) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

### 6.7.2 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:

- (i) 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;
- (ii) all such documents have been verified by Canada; and
- (iii) the Work performed has been accepted by Canada.

### 6.8 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;

Payment will only be made upon submission of an invoice to the satisfaction and acceptance of the Project Authority specified herein. Invoices must be submitted on the Contractor's own invoice form and must be prepared to show:

- Company name, address, etc.;
- Business Number (For Incorporated Contractors);
- GST Number or HST Number
- Destination (Client's address);
- Date;
- Contract No;
- Period in which services were rendered;
- TA number

The Contractor will send the invoice electronically, whenever possible, to the following email address: [Payables@nserc-crsng.gc.ca](mailto:Payables@nserc-crsng.gc.ca). Invoices are only to be sent by mail when electronic submission is not possible

If you are unable to send the invoice electronically, invoices can be sent to the following address:  
Accounts Payable, NSERC  
125 Zaida Eddy Private, 2<sup>nd</sup> floor Ottawa, Ontario K1R 6K8

#### 6.8.1 Direct Deposit Initiatives

The Government of Canada is transitioning from cheques to electronic payments, including the use of direct deposit. A direct deposit is a stable, fast, convenient, secure and reliable payment method used by the Receiver General for Canada to make deposits (one-time only payments or regularly occurring payments) directly into a specified bank account on a payment date.

To ensure timely payment, please complete the **Payee and Direct Deposit Enrolment Form**, including your complete mailing address, a valid email address and your banking information for direct deposits. Please scan the completed form and send electronically to [Vendors@nserc-crsng.gc.ca](mailto:Vendors@nserc-crsng.gc.ca). If you prefer to receive a cheque, you will only need to complete part A and C of the form.

For each direct deposit payment, an email is automatically sent to the beneficiary indicating the payment details (invoice number, account/customer number etc.). Cheque stub details are longer provided, due to the elimination of the stub by the Government of Canada

## 6.9 Certifications and Additional Information

### 6.9.1 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.

### 6.10 Applicable Laws

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

### 6.11 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 2010B (2022-12-01 Professional Services (Medium Complexity));
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Task Authorization Form
- (e) the Contractor's bid dated \_\_\_\_\_ (To be determined at contract award)

### 6.12 Professional Services - General

If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

### 6.13 Safeguarding Electronic Media

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

### 6.14 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](#)".

### 6.15 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 complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca)



## ANNEX A

### STATEMENT OF WORK

#### 1. TITLE

English to French translation services for the Natural Sciences and Engineering Research Council of Canada (NSERC)

#### 2. OBJECTIVE

NSERC's Language Services team is seeking to establish **up to three (3) contracts** for first-rate English to French translation services, at times delivered within tight deadlines, on an as-and-when-required basis.

#### 3. BACKGROUND

The Natural Sciences and Engineering Research Council (NSERC) is the federal agency that promotes and supports postsecondary research and training in natural sciences and engineering. Through its programs and policies, NSERC enables the highest levels of research excellence in Canada, and facilitates knowledge-sharing and collaboration across research disciplines, universities and all sectors of society. Created by an act of Canada's Parliament in 1977, NSERC is governed by a council that reports to Parliament through the Minister of Innovation, Science and Industry.

NSERC publishes a variety of administrative and technical texts, including reports, advertising material, letters, speeches, press releases, research stories, job descriptions and program documentation. Approximately 85% of the texts are written in English and translated into French.

NSERC's Communications division has translators and editors on staff but given the amount of work the agency receives, it must also enter into agreements with external translators.

The administrative documents to be translated generally deal with the following subject areas:

- a) administration of grants and scholarships; and
- b) administration of human resources.

The technical documents to be translated deal mainly with the following subject areas:

- a) profiles of researchers;
- b) popular science articles; and
- c) research proposal material pertaining to natural sciences and engineering.

#### 4. SCOPE

The Contractor shall, on an as-and-when-required basis and to the satisfaction of NSERC, provide English to French translation services.

Note: The frequency and volume of work may vary, depending on NSERC's activities and priorities.

#### 5. TASKS

The Contractor must:

1. Acknowledge receipt of any work request sent during regular business hours within 30 minutes of receiving the request.

2. Promptly advise the Project Authority or his/her delegated representative when a deadline date and time for a translation cannot be met. The Contractor shall not extend a deadline without the written approval of the Project Authority or his/her delegated representative.
3. Complete assigned work according to pre-defined schedules and standards.
4. Ensure that all deliverables have undergone a quality control check by a language professional other than the translator.
5. Liaise with the Project Authority and any stakeholders identified by the Project Authority for any questions regarding the translation work required.
6. Deliver texts electronically in the format specified by the Project Authority or his/her delegated representative, and where the format is not specified, in the format in which the documents are submitted for translation.
7. Ensure continuity of service, even if one or both of the proposed resources are unavailable.

#### **Linguistic quality and terminology uniformity**

Texts translated and delivered by the contractor must meet NSERC's quality standards, particularly with regard to the accuracy of the translation, the quality of the language and the use of appropriate terminology, and must meet the expectations of the Project Authority or his/her designated representative.

#### **6. CLIENT SUPPORT**

NSERC is responsible for the following:

1. Provide points of contact:
  - a. For issuing Task Authorizations under the resulting contract;
  - b. To act as Project Authority;
  - c. To act as Contracting Authority.
2. When possible, provide access to authors of documents.
3. Provide access to relevant documentation and reference materials to which the Contractor would not otherwise have access.
4. Review translated texts and provide comments or suggested revisions, in a timely manner.
5. Provide any other assistance and support as appropriate for the Contractor to complete its work within the deadlines established and for the translation to meet NSERC's quality requirements.

#### **7. DELIVERABLES AND ASSOCIATED SCHEDULE**

##### **Word count**

1. In cases where the document to be translated includes charts and graphs, and NSERC cannot provide the electronic version of the charts and graphs, the words counted shall include all numbers to be transposed or modified. However, if numbers are not required in the final document, these shall not be counted.

2. In cases where the document to be translated includes charts and graphs, and NSERC does provide an electronic version, numbers shall be counted unless otherwise specified.
3. In cases where the work to be done is the translation of changes made in a text in English that has already been translated, NSERC will count the total number of words to be translated and the Contractor shall provide the complete translated text.
4. Should the number of words be questioned, a further count will be made by NSERC and this count shall be accepted as final.
5. The word count will be determined by NSERC using the Microsoft Suite Statistics tool.

### **Receipt and delivery of documents**

1. Receipt and delivery of documents must be completed during regular business hours, unless otherwise requested by the Project Authority or his/her delegated representative.
2. The documents to be translated will be sent by the Project Authority or his/her designated representative via email.
3. The Contractor must deliver all translations in the form, style and format of the original text, unless otherwise indicated by the Project Authority or his/her delegated representative.

### **Deliverables**

1. All completed translations are subject to inspection and acceptance by the Project Authority or his/her delegated representative.
2. Translations deemed to be unacceptable by the Project Authority or his/her delegated representative and thus not meeting the quality assurance requirement described in this Statement of work will be corrected by the Contractor within the time frame prescribed by the Project Authority or his/her delegated representative.

## **8. CONSTRAINTS**

The Contractor must have mechanisms in place to respond to translation requests outside regular business hours, on weekends and statutory holidays.

### **Quality Assurance**

1. The Contractor must verify the quality of translated documents prior to delivery. Verification shall include:
  - a) Comparing the target text to the source text and ensuring that the translation is consistent with the original;
  - b) Verifying that the layout matches that of the source text;
  - c) Ensuring that the text has been translated according to the Project Authority's instructions (including spelling and inclusive language); and
  - d) Verifying that the terminology is the same as that used by NSERC.
2. Translations submitted by the Contractor shall not contain more than three (3) minor errors per 500-word section of translated text and no major errors.

3. Where the Project Authority indicates that the completed work does not meet NSERC's quality requirements, the Contractor must make the necessary corrections at no additional cost to NSERC. Corrections will be completed within the time frame indicated by the Project Authority or his/her delegated representative.
  
4. In the event that three (3) translated documents are returned to the Contractor under the provisions of paragraph 3 or where the Contractor has failed to meet established deadlines on three (3) occasions during any contract period (including the contract option periods), an initial warning will be sent to the Contractor requesting that corrective measures be implemented to resolve the situation. The Contractor shall advise the Project Authority or his/her delegated representative in writing providing details on the corrective measures being applied.

**ANNEX B**

**Basis of Payment**

**(a) Professional Services:**

The Contractor will be paid in accordance with the Basis of Payment detailed in this Annex B for work performed pursuant to the Contract.

**Table A: English to French translation - Initial contract period: Date of contract award to March 31st, 2025**

Firm all-inclusive rates per word for English-to-French translation*	Contract period: Date of contract award to March 31st, 2025
General (administrative) text	
- Regular rate	\$ _____/word
- Rush rate	\$ _____/word
Specialized text	
- Regular rate	\$ _____/word
- Rush rate	\$ _____/word

\* The application of an emergency rate and the nature of the text will be determined by the Project Authority or his/her delegated representative and will be specified in the task authorization.

**Table B : Translation of changes made to an already translated English text – Initial contract period: Date of contract award to March 31st, 2025**

Firm all-inclusive hourly rates for the translation of changes made to an already translated English text*	Contract period: Date of contract award to March 31st, 2025
General (administrative) text	
- Regular rate	\$ _____/word
- Rush rate	\$ _____/word
Specialized text	
- Regular rate	\$ _____/word
- Rush rate	\$ _____/word

\* The application of an emergency rate and the nature of the text will be determined by the Project Authority or his/her delegated representative and will be specified in the task authorization.

**Table C: English to French translation – Option year 1: April 1st, 2025 to March 31st, 2026**

Firm all-inclusive rates per word for English-to-French translation*	Contract period: April 1st, 2025 to March 31st, 2026
General (administrative) text - Regular rate - Rush rate	\$ ____/word \$ ____/word
Specialized text - Regular rate - Rush rate	\$ ____/word \$ ____/word

\* The application of an emergency rate and the nature of the text will be determined by the Project Authority or his/her delegated representative and will be specified in the task authorization

**Table D: Translation of changes made to an already translated English text – Option year 1: April 1st, 2025 to March 31st, 2026**

Firm all-inclusive hourly rates for the translation of changes made to an already translated English text*	Contract period: April 1st, 2025 to March 31st, 2026
General (administrative) text - Regular rate - Rush rate	\$ ____/word \$ ____/word
Specialized text - Regular rate - Rush rate	\$ ____/word \$ ____/word

\* The application of an emergency rate and the nature of the text will be determined by the Project Authority or his/her delegated representative and will be specified in the task authorization.

**Table E: English to French translation - Option year 2: April 1st, 2026 to March 31st, 2027**

Firm all-inclusive rates per word for English-to-French translation*	Contract period: April 1st, 2026 to March 31st, 2027
General (administrative) text - Regular rate - Rush rate	\$ ____/word \$ ____/word
Specialized text - Regular rate - Rush rate	\$ ____/word \$ ____/word

\* The application of an emergency rate and the nature of the text will be determined by the Project Authority or his/her delegated representative and will be specified in the task authorization.

**Table F: Translation of changes made to an already translated English text – Option year 2: April 1st, 2026 to March 31st, 2027**

Firm all-inclusive hourly rates for the translation of changes made to an already translated English text*	Contract period: April 1st, 2026 to March 31st, 2027
General (administrative) text - Regular rate - Rush rate	\$ ____/word \$ ____/word
Specialized text - Regular rate - Rush rate	\$ ____/word \$ ____/word

\* The application of an emergency rate and the nature of the text will be determined by the Project Authority or his/her delegated representative and will be specified in the task authorization.

**Table G: English to French translation – Option year 3: April 1st, 2027 to March 31st, 2028**

Firm all-inclusive rates per word for English-to-French translation*	Contract period: April 1st, 2027 to March 31st, 2028
General (administrative) text - Regular rate - Rush rate	\$ ____/word \$ ____/word
Specialized text - Regular rate - Rush rate	\$ ____/word \$ ____/word

\* The application of an emergency rate and the nature of the text will be determined by the Project Authority or his/her delegated representative and will be specified in the task authorization.

**Table H: Translation of changes made to an already translated English text – Option year 3: April 1st, 2027 to March 31st, 2028**

Firm all-inclusive hourly rates for the translation of changes made to an already translated English text*	Contract period: April 1st, 2027 to March 31st, 2028
General (administrative) text - Regular rate - Rush rate	\$ ____/word \$ ____/word
Specialized text - Regular rate - Rush rate	\$ ____/word \$ ____/word

\* The application of an emergency rate and the nature of the text will be determined by the Project Authority or his/her delegated representative and will be specified in the task authorization.



**Table I: English to French translation – Option year 4: April 1st, 2028 to March 31st, 2029**

Firm all-inclusive rates per word for English-to-French translation*	Contract period: April 1st, 2028 to March 31st, 2029
General (administrative) text - Regular rate - Rush rate	\$ ____/word \$ ____/word
Specialized text - Regular rate - Rush rate	\$ ____/word \$ ____/word

\* The application of an emergency rate and the nature of the text will be determined by the Project Authority or his/her delegated representative and will be specified in the task authorization

**Table J: Translation of changes made to an already translated English text – Option year 4: April 1st, 2028 to March 31st, 2029**

Firm all-inclusive hourly rates for the translation of changes made to an already translated English text*	Contract period: April 1st, 2028 to March 31st, 2029
General (administrative) text - Regular rate - Rush rate	\$ ____/word \$ ____/word
Specialized text - Regular rate - Rush rate	\$ ____/word \$ ____/word

\* The application of an emergency rate and the nature of the text will be determined by the Project Authority or his/her delegated representative and will be specified in the task authorization.

ANNEX "C"

TASK AUTHORIZATION FORM

Task Authorization Number:		Date:		
Supplier :		Contract Number :		
<b>1.0 Description of Task(s) to be performed (to be completed by the Task Authority)</b>				
<b>2.0 Basis of Payment (hourly, per item or otherwise)</b>				
<b>3.0 Deadline date (if applicable)</b>				
<b>4.0 Costs</b>				
<b>4.1 Basis of Payment – Limitation of Expenditure (to be completed by the Contractor)</b>				
Description of Service	Hourly Rate (\$) <u>or</u> otherwise	Travel (\$)	No. of hours (if applicable) or Quantity	Total
		N/A		\$
		N/A		\$
		<b>Total Estimated Costs</b>		\$
		<b>Applicable Taxes</b>		\$
		<b>Total Cost</b>		\$
<b>Amendment No (if applicable)</b>				
<b>Description of amended task(s) :</b>		<b>Increase/Decrease Cost</b>		\$
		<b>Applicable taxes</b>		\$
		<b>Total Revised Cost</b>		\$
<p>You are requested to supply the following services in accordance with the terms of the above referenced contract. Only services included in the contract shall be supplied against this Task Authorization. Invoices must be prepared in accordance with the instructions set out in the contract.</p>				
<b>5.0 Signatures (Contractor to sign for quoted price. Task Authority to sign as acceptance of quoted price)</b>				
<b>Contractor Name: (print)</b>	<b>Signature:</b>		<b>Date:</b>	
<b>Task Authority (print):</b>	<b>Signature:</b>		<b>Date:</b>	