

# Request for Supplier Qualifications (RFSQ)

## SQ341-2016-02

### For Translation/Revision Services

ISSUE DATE:	Monday, November 14, 2016
DEADLINE FOR PROPONENT ENQUIRIES:	Tuesday, November 29, 2016 no later than 5 pm EST
DEADLINE FOR ISSUING ADDENDA & RESPONSES TO PROPONENT ENQUIRIES:	Thursday, December 1, 2016
PROPOSAL SUBMISSION DEADLINE:	Thursday, December 8, 2016 no later than 3 pm EST
ASSIGNMENT/INTERVIEW WITH SHORTLISTED PROPONENTS:	January 16, 2017 (week of)

#### **DISCLAIMER**

*The Canadian Partnership Against Cancer (the Partnership) disclaims responsibility for all warranties and conditions with regard to electronic files and any contents thereof. The Partnership makes no guarantee or representation that electronic files are error-free, nor compatible with recipient's systems, nor free from viruses. The Partnership will not be held responsible for any problems or injuries that arise including, but not limited to, the reliability or safety, of the use of its electronic files, in whole or in part.*

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## History of the Partnership

*The Partnership works with Canada's cancer community to reduce the burden of cancer through coordinated system-level change. Grounded in and informed by the experiences of those most affected by cancer, the organization plays a unique role working with partners to support multi-jurisdictional uptake of the knowledge emerging from cancer research and best practices in order to optimize cancer control planning and drive improvements in quality of practice across the country. Partners include provincial and territorial cancer programs; federal organizations and agencies; First Nations, Inuit and Métis organizations; national health and patient organizations; and individual experts who provide strategic cancer control insight and advice from both patient and professional perspectives.*

*Through sustained effort and a focus on the full cancer continuum from prevention and treatment through to survivorship and end-of-life care, the Partnership supports the collective work of the broader cancer control community in achieving long-term outcomes that will have a direct impact on the health of Canadians: reduced incidence of cancer, lower likelihood of Canadians dying from cancer, and an enhanced quality of life of those affected by cancer. For more information, visit [partnershipagainstcancer.ca](http://partnershipagainstcancer.ca). The Partnership is also the driving force behind [cancerview.ca](http://cancerview.ca), which connects Canadians to cancer control services, information and resources. The Partnership is funded by Health Canada.*

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## 1.0 NATURE OF REQUIREMENT

The Partnership requires a full range of on-demand translation services to meet its needs. The Partnership is a federally funded organization and is bound by the Official Languages Act. As such, its communications must often be available in both official languages, English and French.

The Partnership produces a variety of written material, including, but not limited to:

- corporate documents such as annual reports, corporate brochures, etc.;
- posters;
- website content;
- event and workshop materials (e.g., slide decks, agendas);
- research reports (including graphs, charts and technical content);
- financial documents;
- procurement and legal documents; and
- media releases and other external communications.

The Partnership is looking for Proponents that are capable of translating and/or revising scientific/technical documents for health policy-makers and health care professionals, as well as public-facing materials for a lay audience. This also includes smaller projects with quick turnaround time, such as the translation and/or revision of emails or letters. Interested Proponents may choose to be prequalified for either translation or revision services, or for both translation and revision services. This choice must be clearly outlined in their submission.

This competitive process will result in successful Proponents becoming prequalified vendors for either translation or revision services, or for both translation and revision services, depending on the choice indicated in the associated submission. When a need for translation services arises, the Partnership will contact the prequalified vendor of its choice to complete the required work. Prequalified vendors are not guaranteed a volume of work.

The Partnership is looking to prequalify freelance translators and revisers and/or translation agencies to provide the following services on-demand for a period of three (3) years, starting on April 1, 2017 to March 31, 2020, with an option in favour of the Partnership to renew and extend the arrangement for two additional one-year periods up to March 31, 2022:

1. English to French (approximately 90% of required services) and French to English translation (sporadically). This entails accurate translation of text from a source language to a target language taking into account the tone, style and terminology used by the writer, and making sure the target text sounds natural to a Canadian audience.

2. Bilingual revision. To revise French translations against source English document, or English translations against source French document. This would also entail an in-depth comparison of the original text and the translation, ensuring concordance of both the form and content.
3. Unilingual revision (French). To revise French documents, including improvement of a text by making grammatical or stylistic corrections or by suggesting solutions to make the text easier to read and understand.
4. Proofreading (French). To proofread French documents, videos or websites after the layout is finished.
5. Be able to work with multiple file formats such as, but not limited to, MS Word, Excel, PowerPoint, PDF. Receive HTML, XML, InDesign, audio files, video files.

The Partnership requires the successful Proponent(s) to:

Provide translations and/or revisions that meet the Partnership's quality standards, using the Partnership's terminology and style guide, referring to the Partnership's websites, and referring to the Partnership's previous translations when provided.

The scope of each request and deadline for completion will be mutually agreed upon in advance by both the Partnership and the successful Proponent(s).

The purpose of engaging in this prequalification process is to ensure that successful Proponents can respond as quickly as possible to new translation/revision requests. A Master Services Agreement will be entered into with all prequalified vendors. This Agreement will outline the terms of engagement as well as the price for translation and/or revision services. No additional Agreement will be required to engage each vendor for specific projects.

## 2.0 TIMELINES

ISSUE DATE:	Monday, November 14, 2016
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### 3.0 SUPPLY ARRANGEMENTS

The Partnership will engage prequalified vendors, without going through an additional competitive process. The Partnership will not engage parties other than prequalified vendors unless the prequalified vendors are unable to provide the required service.

### 4.0 REQUIREMENTS

The following should be submitted when replying to this request for supplier qualification:

- I. Cover letter introducing the company, company structure and ownership, and indicating whether the Proponent wishes to be considered for translation services, revision services or both;
- II. Years of operation;
- III. Number of employees and level of experience of key managers. All Proponents must have proven experience providing translation and/or revision services in a similar capacity for other health or government-funded organizations;
- IV. List of 10 projects similar in nature to the Partnership's projects completed in the last three (3) years including Name of Client (Appendix A);
- V. A total of four (4) translation samples if applying to provide translation services and/or four (4) revision samples if applying for revision services.
- VI. Three (3) key references. References should be for previous projects completed within the last three (3) years (Appendix B);
- VII. List of services provided;
- VIII. Fixed hourly rate(s) and price per word for translation and/or revision as per Financial Proposal (Appendix C);
- IX. Typical project process including estimated average turnaround time and average words per day (translation and/or revision); and
- X. Fully detailed quality control and proofing procedures for translation.

### 5.0 DESCRIPTION OF REQUIREMENTS

#### *Background and experience of the translators and/or revisers on the proposed team*

- I. Minimum seven (7) years of professional translation and/or revision experience for clients in government, health, and/or not for profit
- II. Bachelor's degree in translation
- III. Certified membership with a provincial association of translators
- IV. Experience translating and/or revising technical and scientific documents
- V. Proficiency in methods and techniques specific to translation

- VI. Specialized knowledge of cancer (oncology) is a strong asset
- VII. Excellent written style
- VIII. Good communication skills, analytical skills and research skills
- IX. Sensitivity to the cultural context and the target audience (e.g. experience with content specific to First Nations, Inuit and Métis peoples would be an asset)
- X. Adaptability and flexibility to work under pressure and to meet short deadlines

#### *Functional requirements*

- I. Deliver all translations/revised translations in the same format, style and layout as the original document. Transcripts in Word format are acceptable for audio and video files.
- II. Check data cited in text against tables and figures to ensure consistency
- III. Ensure spelling and grammar are correct
- IV. Ensure the French translation accurately reflects the English text
- V. Ensure the terminology pertaining to cancer and health care is accurate and consistent with the Partnership's lexicon
- VI. Ensure the translated or revised text meets high standards of linguistic and stylistic excellence
- VII. Provide copyediting and proofing services, prior to sending final documents
- VIII. Ability to translate approximately 2,000 words per day (regular text) or revise approximately 7,000 words per day
- IX. Able to provide 'urgent' translation/revision

#### *Project Samples – Translation and/or revision*

Proponents must provide a total of four (4) translation samples if applying to provide translation services and/or four (4) revision samples if applying for revision services. A total of eight (8) samples is required if applying to provide both translation and revision services. All samples must have been completed after January 1, 2014. A sample may be used to demonstrate the experience of more than one proposed team member. Each sample must be a minimum of 1,500 words and must state the number of words that is included within the sample. The samples provided must include the following:

- I. A published report, similar to the Partnership's Annual Report translated from English to French (<http://www.partnershipagainstcancer.ca/wp-content/uploads/sites/5/2016/07/cpac-annual-report-2015-16-en-final2.pdf>)
- II. A published technical report, similar to the Partnership's Cancer System Performance Report translated from English to French ([https://content.cancerview.ca/download/cv/quality\\_and\\_planning/system\\_performance/documents/the\\_2016\\_cancer\\_system\\_performance\\_report\\_enpdf](https://content.cancerview.ca/download/cv/quality_and_planning/system_performance/documents/the_2016_cancer_system_performance_report_enpdf))
- III. Two additional publications that demonstrate range of expertise

For revision work, samples that are provided must show tracked changes/comments and related recommended changes.

Work samples will not be returned.

*Successful Proponents will be required to:*

- I. Liaise with each of the Partnership's departments to address translation or revision concerns and issues raised during the course of the translation or revision activities
- II. Contribute to the Partnership's lexicon
- III. Meet the deadlines negotiated at the start of each project
- IV. Manage the translation/revision of content for multiple projects at the same time

## **6.0 PROCESS**

The Partnership will shortlist Proponents for translation and/or revision, subject to the number of submissions received. These Proponents will be asked to complete a translation and/or revision assignment and may be invited to the Partnership's office for an interview. Based on the evaluation criteria listed in section 7.0, and the outcome from the assignment and interview, the Partnership will prequalify Proponents to provide translation and/or revision services.

If the Partnership decides that additional Proponents are needed, an amendment to this RFSQ will be posted and new Proponents will have the opportunity to submit the required documents to get prequalified. This will have no impact on the Proponents that are already prequalified.

The Partnership retains the right to negotiate with Proponents on any procurement.

Proponents may be removed from the prequalified vendor list for any of the following reasons:

- I. Intentionally submitting misleading or false information
- II. Not declaring any known conflict(s) of interest
- III. Failing to meet all the qualifications requirements and the Partnership's terms and conditions
- IV. The Partnership has documented at least three instances of poor client satisfaction for services that were provided by the contracted Proponent
- V. Missing two (2) project deadlines



## 7.0 PROPOSAL EVALUATION

Submissions will be reviewed in three stages. The first stage involves reviewing submissions to ensure that the mandatory requirements are met, and the second stage involves reviewing submissions based on the evaluation criteria and weightings identified below. Proponents must meet the minimum score for each criterion in order to be shortlisted.

Criteria	Weighting	Minimum Scoring Required
Experience of organization and proposed team <ul style="list-style-type: none"> <li>- Experience and qualifications of resources assigned to work</li> <li>- Capacity and experience with projects/work of similar scope, schedule and content</li> </ul>	30%	
Service level and quality assurance <ul style="list-style-type: none"> <li>- Project management methodology</li> <li>- Ability to meet strict/tight timelines</li> <li>- Value added</li> <li>- Quality control processes</li> </ul>	20%	
Quality of Work Samples <ul style="list-style-type: none"> <li>- High quality of work demonstrated through the provision of relevant work samples, client base and references</li> </ul>	25%	
Price/cost models* (as per Appendix C) <ul style="list-style-type: none"> <li>- Fairness of price in relation to market value</li> <li>- Perceived value (i.e. cost relative to service)</li> </ul>	25%	
Minimum Score		65%

The Partnership has the right to adjust the minimum score threshold, if not sufficient number of Proposals meet this requirement.

The third stage of the evaluation involves the shortlist of Proponents. The Partnership will shortlist Proponents for translation and/or revision services. Shortlisted Proponents will be asked to complete a translation and/or revision assignment and may be invited to the Partnership's office for an interview. Proponents invited to make a presentation will be expected to demonstrate their firm's professional services and capabilities in support of the Partnership's mandate and strategic objectives. Proponents may be required to clarify and/or expand on information contained in the written proposals. The Partnership may adjust the scores received in the first stage after the assignment and/or interview is completed.

Proponents located outside of the GTA may participate in interviews via teleconference or video conference. Proponents will be asked to speak about their experience, risk mitigation strategies, approach to keeping within budget and meeting strict/tight timelines, service level, and quality assurance. All proposed team members should be present at the meeting.

Notwithstanding the foregoing, the Partnership, in its sole discretion, will determine the number of presentations to be held, and which Proponents will be invited for an interview. Further, the Partnership reserves the right to cancel the interview stage, at its sole discretion, and to advance to the negotiation stage.

## 8.0 SUBMISSION INSTRUCTIONS

Proposals must be submitted in English, the Partnership's working language. Proponents must submit six printed hard copies of their submission with original signatures, packaged in a sealed envelope and labelled with the Proponent's name and address, delivered to the address below before the Proposal Submission Deadline, as stated above in Section 2 – Timelines:

**Canadian Partnership Against Cancer Corporation  
1 University Ave, Suite 300  
Toronto, ON M5J 2P1  
Attention: Teresa DeFrenza**

Proponents must also submit one electronic copy in Microsoft Word format or portable document format (PDF), sent by e-mail to the e-mail address shown below before the Proposal Submission Deadline, as stated above in Section 2 – Timelines.

**E-mail: [procurement@partnershipagainstcancer.ca](mailto:procurement@partnershipagainstcancer.ca)**

Proposals submitted in any other manner will not be accepted.

## 9.0 NO CONTRACTUAL OR LEGAL OBLIGATIONS

The RFSQ document is not intended to constitute, or be interpreted as, a call for tenders or proposals, and the submission of a Response is not intended to create any contractual or other legal obligations or duties whatsoever owed to any Proponent or Potential Proponent by the Partnership. Without restricting the generality of the foregoing, no contractual relations shall exist between The Partnership and any Proponent as a result of this RFSQ until the execution of a Master Services Agreement with that Proponent, except for any waivers, releases, exclusions or limitations of liability, confidentiality and/or indemnity obligations or other covenants or agreements made, given or accepted by Proponent in the Form of Response or otherwise in connection with this RFSQ process.

## **10.0 COMMUNICATIONS DURING RFSQ PROCESS**

All communications related to this RFSQ are to be in writing, should indicate the RFSQ# SQ341-2016-02 and should be directed only to the Procurement Contact designated above in Section 8 – Submission Instructions of this RFSQ. Questions should be directed to [procurement@partnershipagaincancer.ca](mailto:procurement@partnershipagaincancer.ca).

The Partnership shall answer all requests for clarification by a written Question and Answer Series. The Partnership may also issue written clarifications, on its own initiative as it deems necessary, by way of written Addendum. All Question and Answer Series and Addenda shall be made available on the Partnership's website, on Bidding and on MERX. The Partnership shall not be responsible for any instructions or information given to any Proponent unless given through a written Question and Answer Series or by written Addendum.

## **11.0 RIGHT TO AMEND OR TERMINATE RFSQ PROCESS**

The Partnership reserves the right to amend by Addendum any term of the RFSQ Documents or to terminate this RFSQ process at any time, without reasons.

## **12.0 NO GUARANTEE OF VOLUME OF WORK**

The Partnership makes no guarantee of the value or volume of work to be assigned to any Proponent. Any Agreement executed with a selected Proponent will not be an exclusive contract for the provision of the described services and deliverables.

## **13.0 RFSQ RESPONSE PREPARATION COSTS**

The Partnership is not responsible for the payment of any costs or expenses incurred by any Proponent in preparing its Response or otherwise in participating in this RFSQ process. The participation in this RFSQ process is at Proponent's or Potential Proponent's sole risk and cost.

## **14.0 DISCLOSURE OF INFORMATION**

Any confidential information supplied to the Partnership may be disclosed by the organization where it is obliged to do so under the Freedom of Information and Privacy Protection Act (FIPPA), by an order of a court or tribunal or otherwise required at law.

## **15.0 TERMS AND CONDITIONS**

All provisions of this RFSQ and all resulting agreements from the second phase of this process are subject to the Partnership's Terms and Conditions (Appendix D) as attached to this RFSQ.



### Appendix A – Organization Client List

Name of Client/Organization	Description of Project

## Appendix B – Reference Form

*Each Proponent must provide references from three (3) different clients (excluding the Partnership) to whom each candidate proposed for a key role has provided services within the last three (3) years in a role similar to that set out for the candidate in its submission.*

*Please include in your submission a separate copy of this part of the reference form for each candidate proposed for each key role set out in the Proposal.*

Name of Candidate:

Proposed Role:

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### Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

**Reference #2**

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

**Reference #3**

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

## Appendix C – Financial Proposal

The Proponent must not amend this Form in any way other than by providing the requested information. This form must be completed, signed and submitted as part of the Proponent's Proposal.

### To the Canadian Partnership Against Cancer:

#### 1. Proponent Information

The full legal name of the Proponent is: \_\_\_\_\_

Any other relevant name under which the Proponent carries on business is:

\_\_\_\_\_

The jurisdiction under which the Proponent is governed is: \_\_\_\_\_

The name, address, telephone, facsimile number and e-mail address of the contact person for the Proponent is:

\_\_\_\_\_

The Proponent is:

***Proponents must select one of the following choices.***

- an individual
- a sole proprietorship
- a corporation
- a partnership
- a joint venture
- an incorporated consortium
- a consortium that is a partnership
- other legally recognized entity: {Specify type or state "N/A".}

The Proponent has carefully examined the RFSQ documents and has a clear and comprehensive knowledge of the Deliverables required under the RFSQ. By making this submission, the Proponent agrees and consents to the terms, conditions and provisions of the RFSQ.

**2. Forms**

(a) The Proponent encloses herewith as part of the Proposal, the mandatory forms set out below:

MANDATORY FORMS:	Yes	Page
Organization Client List (Appendix A)		
References (Appendix B)		
Financial Proposal (Appendix C)		

**3. Addenda**

The Proponent is deemed to have read and accepted all Addenda issued by the Partnership prior to the Deadline for Issuing Addenda. The onus remains on the Proponent to make any necessary amendments to the Proposal based on the Addenda. The Proponent confirms that it has received the following Addenda:

{List Addenda numbers or, if no Addenda were issued, state "None".}

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**4. Proposal Validity**

The Proponent agrees that its Proposal shall be valid for one hundred twenty (120) days following the Proposal Submission Deadline.

**5. Conflict of Interest**

The Proponent, by submitting the Proposal, confirms that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in this Form of Offer. Where the Partnership discovers a Proponent’s failure to disclose all actual or potential Conflicts of Interest, the Partnership may disqualify the Proponent or terminate any Agreement awarded to that Proponent as a result of this procurement process.

A Conflict of Interest includes, but is not limited to, any situation or circumstance where:



- a) in relation to the RFSQ process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to
  - i. having or having access to information in the preparation of its Proposal that is confidential to the Partnership and not available to other Proponents;
  - ii. communicating with any person with a view to influencing preferred treatment in the RFSQ process; or
  - iii. engaging in conduct that compromises or could be seen to compromise the integrity of the RFSQ process and render that process non-competitive and unfair; or
- b) in relation to the performance of its contractual obligations under the Agreement, the Proponent's other commitments, relationships or financial interests
  - i. could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or
  - ii. could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

***Proponents must choose one of the following two options.***

- The Proponent declares that: (1) there was no Conflict of Interest in preparing its Proposal; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

**OR**

- The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFSQ. The details of the actual or potential Conflict of Interest are as follows:

**6. Disclosure of Information**

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by the Partnership to its advisers retained for the purpose of evaluating or participating in the evaluation of this Proposal.

**7. Execution of Agreement**

The Proponent understands that, in the event its Proposal is selected by the Partnership, in whole or in part, the Proponent agrees to finalize and execute a Services Agreement incorporating the terms and conditions set out in Appendix D to the RFSQ, as the second phase of the engagement.

I confirm that this Financial Proposal has been completed with no changes to the text provided in the RFSQ.

Please provide the following pricing information for the duration of the agreement (three (3) years). All prices quoted in response to the RFSQ shall be firm, shall be in Canadian dollars, excluding taxes.

The Partnership reserves the right to clarify any information provided, and to request additional pricing-related information from shortlisted Proponents, to fully understand potential cost impacts associated with a Proposal.

Your Financial Proposal must include your firm, all-inclusive per-word and hourly rate to provide the services as described in this RFSQ document in the format provided below.

**Fill out Financial Proposal Form**

	<b>Work</b>	<b>Qty (A)</b>	<b>Unit Price (yr. 1, 2 &amp; 3) (B)</b>	<b>Sub Total (A x B)</b>	<b>Rush request * Unit price (Yr. 1, 2 &amp; 3)</b>
1	Translation	3 hours	\$ _____ Per Hour	\$ _____	\$ _____ Per Hour
2	Translation (no match)	1,000 words	\$ _____ Per Word	\$ _____	\$ _____ Per Word
3	Translation (repetitions and 100% matches)	1,000 words	\$ _____ Per Word	\$ _____	\$ _____ Per Word
4	Translation (fuzzy matches: 75-99%)	1,000 words	\$ _____ Per Word	\$ _____	\$ _____ Per Word
5	Revision	1 hour	\$ _____ Per Hour	\$ _____	\$ _____ Per Hour
6	Revision	1,000 words	\$ _____ Per word	\$ _____	\$ _____ Per Word

7	Proofreading	1 hour	\$ _____ Per Hour	\$ _____	\$ _____ Per Hour
8	Proofreading	1,000 words	\$ _____ Per Hour	\$ _____	\$ _____ Per Word
Total (Items 1 – 8)				**Total Price for Year 1, 2 & 3	

\* Please confirm if minimum fees are applicable.

\*Rush requests for translation services are those that would require faster turnaround than the following:

<u># of Words</u>	<u># of Days</u>
1,000-1,500 words	1 day
1,501-3,000	1-2 days
3,001-4,500	2-3 days
4,501-6,000	3-4 days

\*Rush requests for revision services are those that would require faster turnaround than the following:

<u># of Words</u>	<u># of Days</u>
3,000-4,500 words	1 day
4,501-9,000 words	1-2 days
9,001-13,500 words	2-3 days
13,501-18,000	3-4 days

For planning purposes, please provide the rate for the additional two years, beyond the 3-year term being contemplated in this RFSQ.

Work	Optional year 1	Optional year 2
Translation	Rate per hour Rate per word Rush rate	Rate per hour Rate per word Rush rate
Revision	Rate per hour Rate per word Rush rate	Rate per hour Rate per word Rush rate
Proofreading	Rate per hour Rate per word Rush rate	Rate per hour Rate per word Rush rate

\*\* Total price for year 1, 2 & 3 will be used for evaluation purposes. Quantities provided **are for weighting purposes** only and should not be interpreted as an indication of minimum or maximum order quantities for translation requirements. The quantities shall be used as a basis for comparison upon which the prequalification will be made. These quantities are not

guaranteed to be accurate and are furnished without any liability to the Partnership whether increased or decreased.

In the event of mathematical errors in extensions, unit prices shall prevail.

Signature of Witness:	Signature of Proponent representative:
Name of Witness:	Name and Title of Proponent representative:
	Date:  I have authority to bind the Proponent.

## Appendix D – Terms and Conditions

### Background:

The funding for this contract (the “Contract”) provided by the Canadian Partnership Against Cancer Corporation (the “Partnership”) is, in whole or in part, obtained pursuant to a funding agreement (the “Health Canada Funding Agreement”) between the Partnership and Her Majesty the Queen in Right of Canada as represented by the Minister of Health (the “Minister”);

The Health Canada Funding Agreement requires the Partnership to require certain minimum terms and conditions in agreements.

The provider of the Work in the Contract (the “Contractor”) acknowledges the source of the funding and recognizes the need to ensure that there is a high level of accountability and transparency in the receipt and expenditure of the funding.

The parties in the Contract agree that the following terms and conditions are included in addition to any other terms of the Contract:

### 1. Conflict and Priority

Any provision in the Contract other than these additional terms and conditions that is in conflict with any provision in these additional terms and conditions shall take precedence unless there is a specific statement in the Contract to the contrary.

### 2. Definitions:

In this contract,

- a) “Amount” means the amount expressed in the Contract to be payable to the Contractor for the Work;
- b) “Contract” means the agreement to which these additional terms and conditions form a part;
- c) “Contractor” means the person or entity whose name appears on the signature page of the Contract and who is to supply the goods or services to the Partnership under the Contract;
- d) “Partnership” means Canadian Partnership Against Cancer Corporation;
- e) “Party” means the Partnership or the Contractor or any other signatory to the Contract and “Parties” means all of them;
- f) “Work” means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of the Contract.

### 3. Accounts and Audit

- a) The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Contractor shall not, without the prior written consent of the Partnership, dispose of any such accounts, records, invoices, receipts or vouchers until the expiration of six (6) years after final payment under this Contract, or until the settlement of all outstanding claims and disputes, whichever is later.
- b) All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the retention period referred to in subsection a) be open to audit, inspection and examination by the authorized representatives of the Partnership, the Minister or the Auditor General of Canada, who may make copies and take extracts thereof. The Contractor shall provide all facilities for such audits and

inspections and shall furnish all such information as the representatives of the Partnership may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.

#### **4. Appropriation**

Payment under the Contract at any given time is subject to the Partnership having been provided sufficient funding from the Minister for the fiscal year in which the payment is due.

#### **5. Assignment**

- a) The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Partnership, and any assignment made without that consent is void and of no effect.
- b) No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon the Partnership unless otherwise agreed to in writing by the Partnership.

#### **6. Changes**

- a) If, on the basis of progress reports provided to the Partnership or for any other reason, the Partnership and the Contractor decide that modifications to the Work or modifications to line items within the budget are needed, the appropriate changes may be made by the administrative contact for the Partnership and the Contractor provided that no increase shall be made to the maximum amount payable hereunder and further provided that no other term of the Contract may be altered in this fashion.
- b) If the change is greater than 15% or \$50,000 of the maximum amount payable, whichever is lesser, or if the maximum amount payable changes, the formal addendum process, signed by the approved delegated authority, shall apply.

#### **7. Communications**

- a) In the event that the Contract requires work with members of the public, the Contractor shall take

the necessary measures to respect the spirit and intent of the Official Languages Act to communicate with the public in the official language (i.e., English or French) of their choice;

- b) Any person, including individual researchers, related to the Contractor shall ensure that, as appropriate, announcements, services, documents, conferences, meetings, workshops, etc., be in both official languages, that community members of both official languages be encouraged to participate in its activities, projects or programs and that its activities, projects or programs will meet the needs of the two linguistic communities.

#### **8. Compliance with Applicable Laws**

The Contractor shall comply with all laws applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors. Evidence of compliance with such laws shall be furnished by the Contractor to the Partnership at such times as the Partnership may reasonably request.

#### **9. Confidentiality**

- a) The Contractor shall keep confidential all information provided to the Contractor by or on behalf of the Partnership in connection with the Work, or acquired by the Contractor in the course of performing the work. The Contractor shall not disclose the information to any person without the written permission of the Partnership, except that the Contractor may disclose to a subcontractor, authorized in accordance with this Contract, information necessary for the performance of the subcontract. The Contractor shall treat as confidential and cause to those to whom it shares such information, during as well as after the performance of any work under this Contract, any information to which the Contractor becomes privy as a result of acting under the Contract.

- b) This section does not apply to any information that:
  - i. is publicly available from a source other than the Contractor; or
  - ii. is or becomes known to the Contractor from a source other than the Partnership, except any source that is known to the Contractor to be under an obligation to the Partnership not to disclose the information.
- c) Upon request, the Contractor shall return to the Partnership all information provided to the Contractor by or on behalf of the Partnership or acquired by the Contractor in connection with the work and any copies of the information, in any form whatsoever.

**10. Conflict of Interest and Government Contracting**

- a) The Contractor declares that the Contractor has no interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the Work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it immediately to the Partnership.
- b) It is a term of this Contract that no individual, for whom the post-employment provisions of the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Conflict of Interest and Post-Employment Code for the Public Service* apply, shall derive a direct benefit from this Contract unless that individual is in compliance with the applicable post-employment provisions.
- c) The Contractor certifies that the Contractor and the Contractor's officers, agents and employees, are not prohibited under subsection 750(3) of the Criminal Code from benefiting from a government contract.
- d) No member of the House of Commons or the Senate shall be admitted to any share or part of this Contract or to any benefit to arise therefrom.
- e) The Contractor represents and covenants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the Partnership or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

**11. Contractor Status**

This is a Contract for the performance of the Work and the Contractor is engaged under the Contract as an independent contractor for that purpose. Neither the Contractor nor any of the Contractor's personnel is engaged as an employee, servant or agent of the Partnership. The Contractor agrees to be solely responsible for any and all payments or deductions required to be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Workmen's Compensation, or Income Tax.

**12. Dispute Resolution**

In the event that either of the Parties has a dispute relating to any matter subject to this Contract, the Parties agree to deal with that dispute through court action.

**13. Entire Contract**

The Contract constitutes the entire agreement between the Parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

**14. Further Assurances**

The Parties will agree to do, execute and deliver, or cause to be done, executed and delivered, all such further assignments, documents, instruments, transfers, acts, deeds, matters, assurances and things as, from time to time, may be reasonably necessary or desirable to give effect to this Contract and the obligations of the Parties hereunder.

**15. Indemnification**

- a) The Contractor indemnifies and saves harmless the Partnership and its servants and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the Work or as a result of the Work, and any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Partnership.
- b) The Contractor shall carry appropriate commercial liability, errors and omissions, professional liability and other insurance which relates to the subject matter hereof in amounts and form satisfactory to the Partnership and, at the Partnership's request and expense, which provide that the Partnership is a named insured.
- c) The Contractor indemnifies the Partnership and its servants and agents from all costs, charges and expenses whatsoever that the Partnership sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright or trade secret resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by the Partnership of anything furnished pursuant to the Contract.
- d) The Contractor's obligation of indemnity or reimbursement of the Partnership under the Contract shall not affect or prejudice the Partnership from exercising any other rights it has under law.
- e) The Contractor acknowledges that it, he or she, is not an employee, servant or agent of the Partnership or the Minister and will not represent or hold itself, himself or herself, out to third parties in that capacity. To the extent that any third party, in reliance upon representations by the Contractor, considers the Contractor to be an agent or employee of the Partnership, the

Contractor indemnifies the Partnership for any loss or damages and costs occasioned thereby by such third party.

**16. Injury on Duty**

The Partnership shall assume no liability for injury on duty while the Contractor is performing tasks related to this Contract except to the extent caused by or due to the Partnership. It is the Contractor's responsibility to ensure that proper insurance coverage is in place prior to the commencement of the Work.

**17. Inspection of the Work**

- a) The Work and any and all parts thereof shall be subject to such inspection as the Partnership determines to be appropriate, consistent with the relevant provisions of the Contract, if any, prior to acceptance. The Partnership or its representatives shall have access to the Work at any time during working hours at any site where any part of the Work is being carried out and may make examinations and such tests of the Work as they may think fit. Should the Work or any part thereof not be in accordance with the requirements of the Contract, the Partnership shall have the right to reject the Work and require its correction or replacement at the Contractor's expense. The Partnership shall inform the Contractor of the reasons for any such rejection.
- b) The Contractor shall provide all assistance and facilities, test pieces, samples and documentation that the Partnership may reasonably require for the carrying out of any such inspection, and the Contractor shall forward such test pieces and samples to such person or location as the Partnership may direct. Inspection by the Partnership shall not relieve the Contractor from responsibility to meet the requirements of the Contract.
- c) No part of the Work shall be submitted for acceptance or delivery until it has been inspected and approved by the Contractor and, wherever practicable, marked with an approval stamp satisfactory to the Partnership. The Contractor shall keep accurate and complete inspection



records which shall, upon request, be made available to the Partnership, which may make copies thereof and take extracts therefrom during the performance of the Contract and for any period of time thereafter provided for in the Contract.

#### **18. Intellectual Property**

- a) Intellectual property developed for the Contract shall be owned by the Partnership.
- b) The Partnership shall have a nonexclusive royalty-free sub-licensable right to use any other intellectual property of the Contractor required to use the intellectual property developed for the Contract.

#### **19. Invoicing**

- a) The Contractor shall submit invoice(s) on its own forms to the Partnership, and shall include the following information:
  - i. Contractor name and address;
  - ii. Number assigned by the Partnership, if any, to this Contract;
  - iii. Contractor's Invoice Number and Date;
  - iv. Name of the individual at the Partnership supervising the Contract;
  - v. Period in which services were rendered;
  - vi. Deliverables and/or milestones completed and attached (when applicable); and
  - vii. Total amount for services rendered, GST shown separately.
- b) The invoice submitted by the Contractor should include a description of the Work performed, and the time worked. The Contractor will submit invoices on a monthly basis or any other basis as indicated in the Contract.

#### **20. Language**

The parties confirm it is their wish that the Contract be drawn up in the English Language.

#### **21. Law of the Contract**

The Contract shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. It is agreed that both parties shall submit to the jurisdiction of the courts sitting in Toronto, Ontario.

#### **22. Minimum Information in the Contract**

The Contract shall include the following minimum information:

- a) a description of the Work to be provided including a budget and a description of the costs to be paid;
- b) the effective date, the date of signing and the term of the Contract;
- c) conditions that must be met before payment is made and the schedule and basis of payment; and
- d) the maximum amount payable.

In the event that at any time it is discovered that the Contract does not contain all or any part of the minimum information required, the parties shall use their best efforts in good faith to amend the Contract to include the information that is missing.

#### **23. Notices**

Where in the Contract any notice, request, direction, or other communication is required to be given or made by either Party, it shall be in writing and is effective if delivered in person, sent by any means including electronic means addressed to the party for whom it is intended at the address mentioned in the Contract and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; or by any other means when the receipt is acknowledged by the other party. The address of either party may be changed by notice in the manner set out in this provision.

#### **24. Payment**

- a) Payments under this Contract, except advance payments, shall be conditional upon

performance, completion and delivery of the Work, or any part of the Work to the satisfaction of the Partnership, and upon submission of an invoice satisfactory to the Partnership.

- b) Subject to the section "Invoicing", payment by the Partnership for the Work shall be made within sixty (60) days of receipt of an invoice requesting payment.
- c) If the Partnership has any reasonable objection whatsoever to an invoice, the supporting documentation, or the performance of the Contract by the Contractor, then the Partnership shall, within fifteen (15) days of receipt of the invoice or as quickly as reasonably possible, notify the Contractor of the nature of the objection.
- d) Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless and until, with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Partnership that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances.

#### **25. Powers of the Partnership**

Every right, remedy, power and discretion vested in or acquired by the Partnership under the Contract or by law shall be cumulative and non-exclusive.

#### **26. Proactive Disclosure**

- a) Information contained in this Contract in relation to the following data elements - vendor name, reference number, Contract date, description of work, Contract period or delivery date, and Contract value, may be gathered, and may be posted on the Partnership website. Information that would normally be withheld under the *Access to Information Act* and *Privacy Act* will not appear on the website.
- b) This "public disclosure" is intended to ensure that Contract information is collected and presented consistently in a manner that promotes transparency and facilitates public access.

#### **27. Reporting**

- a) The Contractor shall provide the Partnership such progress reports, including financial matters, as are called for on the work under the Contract and, in any event, no less frequently than annually for the period ending March 31 of each year. Unless otherwise provided in the Contract, the form and substance of the progress report shall be acceptable to the Partnership.
- b) The Partnership may, in its sole discretion, require the Contractor to provide an interim progress report on the work under the Contract for a specified period of time (no more than a 12 month period)

#### **28. Severability**

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Contract and all other provisions of the Contract shall remain in full force and effect.

#### **29. Status and Replacement of Personnel**

- a) If at any time during the period of the Contract the Contractor is unable to provide the services of any person who was to perform the Work in the Contract, it shall immediately advise the partnership and provide a replacement person with similar qualifications and experience.
- b) The Partnership may reject any such replacement person and the Contractor shall immediately remove the person from the Work and shall secure a further replacement.
- c) The fact that the Partnership does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

#### **30. Subcontracting**

- a) Unless otherwise provided in the Contract, the Contractor shall obtain the consent of the Partnership in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any tier. The Partnership shall not unreasonably withhold consent.

- b) The Contractor is not obliged to seek consent to subcontracts specifically authorized in the Contract.
- c) Any consent to a Subcontract shall not relieve the Contractor from its obligations under the Contract or be construed as authorizing any liability on the part of the Partnership to a subcontractor.

**31. Successors and Assignees**

The Contract shall be for the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assignees.

**32. Survival**

Those terms and conditions that ought reasonably to survive the termination of this Agreement, shall so survive termination including, without limitation, Sections 3, 9, 15, 18, 33 and 34.

**33. Termination Due to Default of Contractor**

- a) The Partnership may, by notice to the Contractor, terminate the whole or any part of the Work if:
  - i. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
  - ii. the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the view of the Partnership, so fails to make progress as to endanger performance of the Contract in accordance with its terms.
- b) In the event that the Partnership terminates the Work in whole or in part under sub-section a), the Partnership may arrange, upon such terms and conditions and in such manner as the Partnership deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Partnership for

- any excess costs relating to the completion of the Work.
- c) Upon termination of the work under sub-section a), the Partnership may require the Contractor to deliver and transfer title to the Partnership, in the manner and to the extent directed by the Partnership, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The Partnership shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Partnership, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the said Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Partnership pursuant to such direction. The Partnership may withhold from the amounts due to the Contractor such sums as the Partnership determines to be necessary to protect the Partnership against excess costs for the completion of the Work. Such termination shall not impact the intellectual property rights available from Contractor under section 18 as in existence to the date of termination.
- d) The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract Amount applicable to the Work or the particular part thereof.
- e) If, after the Partnership issues a notice of termination under sub-section a), it is determined by the Partnership that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to the section entitled "termination or Suspension Without Cause" and the rights and obligations of the parties hereto shall be governed by that section.

**34. Termination or Suspension Without Cause**

- a) The Partnership may, by giving notice to the Contractor, terminate or suspend the Work with respect to all or any part or parts of the Work not completed. The Contractor shall proceed to complete parts of the Work not affected by the termination notice. Additional notices for different parts of the Contract may be given subsequently.
- b) All work completed by the Contractor to the satisfaction of the Partnership based on the provisions of the contract before the giving of such notice shall be paid for by the Partnership in accordance with the provisions of the Contract.
- c) All Work not completed before the giving of such notice shall be paid by the Partnership to the Contractor on the following terms:
  - i. the amount of any capital expenditures actually incurred only if they were specifically authorized under the Contract or approved in writing by the Partnership for the purpose of the Contract, less any depreciation in respect thereof already taken into account in determining cost, to the extent that the capital expenditures are properly apportionable to the performance of the Contract;
  - ii. all costs of and incidental to the termination of the Work or part thereof, including the cost of cancellation of obligations incurred by the Contractor with respect to the terminated work or part thereof; but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination.
- d) Payment and reimbursement under the provisions of this section shall be made only to the extent that it is established to the satisfaction of the Partnership that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the Work or the party thereof so terminated.
- e) The Contractor shall not be entitled to be reimbursed any amount which, taken together with any Amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract Amount applicable to the Work or the particular part thereof.
- f) The Contractor shall have no claim for damages, compensation, loss of profit, allowance or

otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Partnership under the provisions of this section except as expressly provided therein.

**35. Time of the Essence**

- a) Time is of the essence of the Contract.
- b) Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been foreseen and could not have been avoided by the Contractor by means reasonably available to the Contractor, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- c) The Contractor shall give notice to the Partnership immediately after the occurrence of the event that causes the excusable delay. When requested to do so by the Partnership, the Contractor shall deliver a description in a form satisfactory to the Partnership, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Partnership of the work-around plans, the Contractor shall implement the Work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay. Any additional costs caused by the delay shall be supported by the Contractor.
- d) Notwithstanding that the Contractor has complied with the requirements of this section the Partnership may exercise any right of termination contained in the section entitled "Termination or Suspension Without Cause."

**36. Waivers**

The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and

shall not be deemed or construed a waiver of any subsequent breach.

**37. Warranty**

- a) Notwithstanding inspection and acceptance of the Work by or on behalf of the Partnership and without restricting any other provision of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, for a period of 12 months from the date of delivery, or if acceptance takes place on a later date, the date of acceptance, the Work shall be free from all defects in design, materials or workmanship, and shall conform with the requirements of the Contract, provided that with respect to property provided by the Partnership, the Contractor's warranty shall extend only to its proper incorporation into the Work. In addition, the Contractor has the obligation to respect any other warranty provided for by law.
- b) In the event of a defect or non-conformance in any part of the Work during the warranty period defined in paragraph a) the Contractor, at the request of the Partnership to do so, shall as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.

VERSION – February 2012 MDM