



Canadian Council for Aviation & Aerospace

Request for Proposal

No. 1473859-012

On-Call Translation Services

May 10, 2021

Canadian Council for **Aviation & Aerospace**



For a skilled workforce

Contents

1	RFP Details.....	3
2	Request for Proposals.....	4
	2.1 CCAA Contact	4
	2.2 Requirements Background.....	4
	2.3 Deliverables.....	4
	2.4 Selection Criteria	5
3	RFP Process.....	5
	3.1 Closing Date	5
	3.2 Technical Clarifications	5
	3.3 Proposal Submissions	5
	3.4 Proposal Content and Format	6
	I. Proposal Content	6
	II. Proposal Format	7
	3.6 Bidder Expenses.....	7
	3.7 Changing or Withdrawing Proposals	7
	3.8 Period of Commitment	8
	3.9 No Proposal Return	8
	3.10 CCAA’s Right not to Proceed	8
	3.11 Verification.....	8
4	Contract	8
	4.1 Contract Negotiations	8
	4.2 Contract Finalization	9
	4.3 Order of Precedence.....	9
	4.4 Standards of Care.....	9



5	General Terms.....	9
5.1	Consent to Use of Information.....	9
5.2	Confidentiality and Security of Information	9
5.3	Access to Information and Privacy	10
5.4	No Contractual or Legal Obligations.....	10
5.5	Rejection of Proposals and Cancellation of RFP	11
5.6	Waiver of Deficiencies	11
5.7	Media Releases, Public Disclosures and Public Announcements	11



1 RFP Details

RFP Number: 1473859-012

Project Name: CCAA Translation Services –

RFP Closing Date: May 21, 2021 at 15:00 hours (Eastern)

Electronic Submission: tdaviswoodhouse@avaerocouncil.ca.

CCAA Contact: Theresa Davis-Woodhouse,
Director of Project Management
Telephone: 613-218-1316
Email: tdaviswoodhouse@avaerocouncil.ca



2 Request for Proposals

Bidders are invited to submit a Proposal for the provision of the Services, Materials and Deliverables as specified in this Request for Proposals (RFP).

The Canadian Council for Aviation and Aerospace (CCAA) is the only national association in the country dedicated to attracting and developing workers with the skills the Canadian aviation and aerospace industry needs to meet the demands of the current and future workplace. We are a not-for-profit organization with over 25 years of expertise. For additional information about CCAA please consult our website: www.avaerocouncil.ca

2.1 CCAA Contact

If you require further information or have any questions regarding this RFP or its requirements, please contact the CCAA Contact person identified in the RFP Details.

2.2 Requirements Background

Canadian Council for Aviation & Aerospace (CCAA) has issued this Request for Proposals (RFP) to solicit proposals from interested and qualified persons and organizations to provide translation services for CCAA.

2.3 Deliverables

CCAA wants to secure reliable on-call translation services for a variety of materials including courses with student handouts and PowerPoints.

The majority of the work will be to translate from English to French; however, consultant must be able to offer French to English services as well.

Bidders are requested to include pricing in their response.

The successful bidder must:

- have experience with specialized Aviation & Aerospace vocabulary,
- be consistent in terminology and quality,
- be quick to respond to requests and provide quotes,
- be reliable on timelines and delivery,
- offer quick turn around on deliverable,
- offer rush service,
- offer text review services, and
- be of fair market value.



2.4 Selection Criteria

- Proposal format/bid requirements met
- Cost (fair market value)
- Consultant knowledge of industry-specific terminology
- Simple processes
- Average completion time
- References

3 RFP Process

3.1 Closing Date

CCAA must receive Proposals before 15:01 hours (Eastern) on the RFP Closing Date. The official time of receipt of Proposals will be determined by the time and date stamp marked on the Proposals upon receipt by CCAA. CCAA will not accept or consider Proposals received after that time.

CCAA reserves the right, in its sole discretion, to extend the deadline for receipt of Proposals. However, CCAA has no obligation to do so.

3.2 Technical Clarifications

Bidders may submit questions in writing to CCAA to clarify various technical requirements of this RFP and CCAA will respond in writing. All such communications will be done by email. All questions and CCAA responses will be posted to the CCAA website and Bidders are encouraged to check the website for such responses. All requests for information and questions related to this RFP's requirements should be sent to the CCAA Contact specified in the RFP Details.

3.3 Proposal Submissions

Electronic Submission of Proposals should be delivered by email to the address specified in the RFP Details, with the RFP number clearly set out in the subject field. Electronic submissions must contain a signed Proposal in PDF format; whether by use of an electronic signature, or a hand-signed and scanned signature.

Hard-copy Proposals will not be accepted. CCAA's office is currently closed.



3.4 Proposal Content and Format

I. Proposal Content

The Bidder is encouraged to provide all relevant information it believes will demonstrate its competency in meeting this RFP's objectives and requirements. However, at a minimum, each Proposal shall include and/or account for the following:

Bidder Profile

The Proposal should include:

- A brief introduction of the Bidder, identifying the members of the Consortium (if applicable) and the Prime Bidder who will be the Consortium's contact with CCAA.
- The Bidder's full legal name. In the case of Consortium Proposals, the full legal name of the Prime Bidder and each Consortium member must be provided.
- A Bidder (or, in the case of Consortium Proposals, the Prime Bidder) contact person for all questions and clarifications arising from the Proposal. The contact information should include the person's title, mailing address, e-mail, telephone, and facsimile number.
- A Bidder (or, in the case of Consortium Proposals, the Prime Bidder) contact person authorized to participate in Contract finalization. The contact information should include the person's title, mailing address, e-mail, telephone and facsimile number.
- A response (acceptance and descriptive response as appropriate) to each of the requirements identified in this RFP.
- Details of any and all subcontracting arrangements proposed by the Bidder.

Consultant Competencies

The Proposal should include the competencies of the team or consultant as they relate to the project requirements and describe how they will guide each step.

The Bidder shall also identify the resources the Bidder will assign to the project and indicate their availability to this project and commitments to other ongoing jobs.

Cost

The Proposal should include a budget (in Canadian dollars) for all phases of the project, including travel cost but excluding applicable taxes. The cost is to be shown separately for each element of the RFP requirements.

All options, where requested, are to be costed and shown separately.



If the Bidder includes travel in the project plan it must be included in the costs set out in the Proposal.

Appendices

If the Bidder wishes to include any other material not specifically requested by this RFP, it may do so by including additional appendices in its Proposal.

Signature

The Proposal should be signed by a person who is authorized to sign on behalf of the Bidder.

Working Language

CCAA's working language is English and all Proposals must be in English.

II. Proposal Format

To facilitate ease of evaluation by the CCAA and to ensure that each Proposal receives full consideration, Proposals should be organized in the following format using the section titles and sequence listed below (a tab divider should separate each section when in paper format):

- Table of Contents
- Executive Summary (maximum of 3 pages)
- Bidder Profile
- Sub-contracted Bidder profiles (if applicable)
- Staff /Contractor Resumes
- Acknowledgement of RFP Administration Terms and Conditions
- Pricing
- Bidder references
- Appendices

3.6 Bidder Expenses

The Bidder is responsible for all costs of preparing and presenting its Proposal and for its own legal costs associated with finalization of the Contract.

3.7 Changing or Withdrawing Proposals

A Bidder may amend or withdraw a Proposal prior to the RFP Closing Date by submitting a clear and detailed written notice to CCAA.



3.8 Period of Commitment

All Proposals are irrevocable and binding on the Bidder for 90 days after the RFP Closing Date, and may not be altered by subsequent offerings, discussions, or commitments unless CCAA requests the Bidder to do so.

3.9 No Proposal Return

Proposals and accompanying documentation submitted by Bidders are CCAA's property and will not be returned.

3.10 CCAA's Right not to Proceed

CCAA reserves the right, in its sole discretion, to not accept any of the Proposals submitted and in such case the Bidder acknowledges and agrees that it shall have no claim whatsoever against CCAA.

3.11 Verification

CCAA reserves the right to verify any statement or claim contained in any Proposal or made subsequently in any interview or negotiation. CCAA may make any such verification by whatever means it deems appropriate, including by contacting the references provided by the Bidder or by contacting other parties that are not provided as references by the Bidder.

By submitting a Proposal, the Bidder consents to CCAA verifying any information from third parties (including the Bidder's bank) and receiving additional information relating to the Bidder, its directors, officers, shareholders or owners and any other person associated with the Bidder as CCAA may require. CCAA will not enter into negotiations for a Contract with a Bidder whose references, whether provided by the Bidder or obtained otherwise by CCAA, are found, in CCAA's opinion, to be unsatisfactory.

4 Contract

4.1 Contract Negotiations

The Contract negotiations may involve clarifications, non-material modifications or variations to the scope, venue, duration, timing or pricing of the Services or to a Proposal generally. The Bidder, by submitting its Proposal, agrees to negotiate in good faith with a view to executing a Contract. Award of a Contract is in all cases conditional on the Bidder executing a Contract with terms and conditions acceptable to CCAA.

CCAA may elect to divide the Services into more than one Contract and enter into negotiations with a Bidder with respect to a portion of the Services, and award more than one Contract with respect to the Services.



4.2 Contract Finalization

The Contract to be entered into between the Supplier and CCAA shall be finalized with the Supplier by CCAA and shall contain the terms and conditions in Appendix B.

If, in CCAA's opinion, it appears that the Contract will not be finalized with the Supplier within 30 days after the RFP Closing Date, CCAA may undertake negotiations with other Bidders.

4.3 Order of Precedence

This RFP and the Proposal shall form part of the Contract. In the case of any conflict, discrepancy, error or omission between this RFP, the Proposal, and the Contract, the documents shall take precedence and govern in the following order:

1. The Contract
2. The Request for Proposal
3. The Proposal

4.4 Standards of Care

The Bidder shall perform the Services with reasonable skill, care and diligence and in accordance with the standards of care practiced by leading national and international suppliers of services similar to, or the same as, the Services.

5 General Terms

5.1 Consent to Use of Information

The Bidder consents to and has obtained the written consent from any individuals identified in its Proposal for the use of their personal information in the Proposal by CCAA and its employees, subcontractors, professional advisors and agents to enable CCAA to evaluate the Proposal and to use this information for CCAA's other program purposes.

5.2 Confidentiality and Security of Information

The Bidder shall, and shall ensure that its employees, directors, officers, contractors, subcontractors, and agents shall:

- Keep strictly confidential all information concerning CCAA or third parties, or any of the business or activities of CCAA or third parties, acquired as a result of participation in this RFP ("Confidential Information");



- only use and/or copy Confidential Information as necessary for the purpose of submitting a Proposal;
- only disclose Confidential Information upon CCAA's prior written authorization;
- maintain security standards regarding the Confidential Information, including control of access to data and other information, consistent with the highest standards of business practice in the industry; and
- not disclose to CCAA any confidential information of any third party in the Bidder's possession while such information remains the confidential property of any such third party.

The Bidder agrees that it shall be fully responsible to CCAA for any breach or violation of the requirements set out above regarding Confidential Information by any of its employees, directors, officers, contractors, subcontractors, and agents.

5.3 Access to Information and Privacy

The Bidder acknowledges that:

The Access to Information and Privacy Act (ATIP) of the Government of Canada applies to all information and records relating to, or obtained, generated, created, collected or provided under this RFP or the Contract and which are in the custody or control of CCAA.

ATIP imposes an obligation on CCAA, through this RFP and the Contract on the Bidder, to protect the privacy of individuals to whom information relates. The Bidder shall protect the confidentiality and privacy of any individual's personal information accessible to the Bidder or collected by the Bidder pursuant to this RFP or the Contract.

For the records and information obtained or possessed by the Bidder in connection with or pursuant to this RFP or the Contract, and which are in the custody or control of CCAA, the conduct of the Bidder must be of a standard consistent with ATIP when providing the services or carrying out the duties or other obligations of the Bidder under this RFP or the Contract.

The purpose of collecting personal information for this RFP is to enable CCAA to ensure the accuracy and reliability of the information, to evaluate the Proposal, and for other related program purposes of CCAA. The Bidder may contact the CCAA Contact identified in this RFP regarding any questions about collection of information pursuant to this RFP.

5.4 No Contractual or Legal Obligations

This RFP is not intended to constitute, or be interpreted as, a call for tenders, and the submission of a Proposal is not intended to create any contractual or other legal obligations or duties whatsoever owed to any Bidder by CCAA, including any obligation or duty to accept



or reject a Proposal, to enter into negotiations or decline to enter into or continue negotiations, or to award or not award a Contract. Without restricting the previous sentence, no contractual or legal obligations in relation to this RFP or the Services will exist between the Bidder and CCAA until the execution of a Contract with that Bidder, except for any waivers, releases, exclusions or limitations of liability, confidentiality and/or indemnity obligations made, given or accepted by the Bidder in this RFP or otherwise in connection with the RFP process.

5.5 Rejection of Proposals and Cancellation of RFP

CCAA is not bound to select a preferred Bidder or accept any Proposal and reserves the right to postpone or cancel this RFP at any time for any reason whatsoever and to proceed with the Services in some other manner separate from this RFP. CCAA reserves the right to accept or reject any Proposal in whole or in part for any reason. Without limiting the foregoing, CCAA will not be bound to accept the lowest-priced Proposal.

5.6 Waiver of Deficiencies

If a Bidder submits a Proposal that does not satisfy every request or requirement by CCAA as described in this RFP, CCAA may waive that deficiency, may seek clarification or additional information from the Bidder, or may consider and treat the Proposal as compliant with the requirements of this RFP.

5.7 Media Releases, Public Disclosures and Public Announcements

A Bidder shall not and shall ensure that its team members and consultants do not, issue or disseminate any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) that relates to the RFP or any matters related thereto, without CCAA's prior written consent.

Neither the Bidder nor any of its team members or consultants shall make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another Bidder or Proposal or to publicly promote or advertise their own qualifications, interest in or participation in the RFP without CCAA's prior written consent (which consent may be withheld at CCAA's discretion).

For the purpose of greater clarity, this section 5.7 does not prohibit disclosures necessary to permit the Bidder to discuss the RFP with prospective team members or subcontractors but such disclosure is permitted only to the extent necessary to solicit those team members' or subcontractors' participation in the RFP.



Appendix A

Definitions

In this RFP, the following terms have the following meanings:

Bidder: Person or entity submitting a Proposal in response to this RFP.

CCAA: Canadian Council for Aviation & Aerospace.

Consortium: Two or more Bidders who partner together to submit a single Proposal.

Contract: The written agreement between the Supplier and CCAA under which the Supplier will provide the Services, Materials and Deliverables set out in this RFP.

Deliverables: The deliverables specified in this RFP to be provided by the Supplier to CCAA.

Materials: All working papers, surveys, notes, plans, designs, reports, records, studies, drawings, examinations, assessments, procedures, specifications, evaluations, results, conclusions, interpretations, calculations, analyses, systems, software, source code, documents, writings, programs, hardware, devices, data or any components of these, regardless of how they are represented, stored, produced, or acquired.

Prime Bidder: The Bidder in a Consortium who is responsible for the provision of all Services, Materials and Deliverables and who is accountable for all terms and conditions of the Contract.

Proposal: The Bidder's response to this RFP and includes all of the Bidder's attachments and presentation materials.

Request for Proposals (RFP): This solicitation for the Services, Materials and Deliverables, including attached appendices.

RFP Details: The specific information set out in section 1 of this RFP.

Services: The functions, duties, tasks, and responsibilities to be provided by the Supplier as described in this RFP.

Supplier: The Bidder that is awarded the Contract to fulfill the requirements of this RFP (i.e. the winning Bidder).

Section headings are used for convenience only, and they do not affect the meaning or interpretation of the clauses. Words in the singular include the plural and vice versa.



Appendix B

Standard Contract Provisions

CCAA considers each of the provisions below as highly desirable. The Bidder's response to each of such provisions will be considered in the evaluation of its Proposal. The balance of the Contract will be finalized between the preferred Bidder and the CCAA.

The Bidder's Proposal must include a written response to each of the following provisions by indicating either:

"Met" means that the Bidder accepts the provision exactly as drafted, without qualification; or,

"Not Met" means that the Bidder does not accept the provision exactly as drafted, without qualification. If the Bidder does not accept a provision exactly as drafted without qualification, the appropriate response is "Not Met" and the Bidder must provide in their Proposal the alternative wording that the Bidder desires.

If the bidder responds, **"Not Met"** to any of the following provisions, the Bidder should explain how the proposed alternative wording is balanced in terms of the rights and obligations of the parties.

Governing Laws

The Contract, the RFP and the Proposal will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. CCAA and the Bidder hereby attorn to the courts of the Province of Ontario and agree that any action commenced in respect of the Contract, the RFP or the Proposal will be initiated and brought before the courts in the City of Ottawa, Ontario, Canada.

Third Party Claims

The Bidder agrees to hold harmless CCAA, its employees, subcontractors and agents from any and all third party claims, demands, or actions: (i) for which the Bidder is legally responsible, including those arising out of negligence or willful acts of the Bidder, its employees, subcontractors or agents; and (ii) based upon the infringement or violation of any patent, copyright, trade secret, industrial design, trade mark or any other proprietary right.

Responsibility and Liability

The Bidder shall be responsible for all losses, costs and damages to the real or tangible personal property of CCAA where the Bidder is legally responsible, including negligence, or willful harm of the Bidder, its employees, subcontractors or agents.



Safety and Security

The Bidder, its employees, subcontractors, and agents when using any CCAA buildings, premises, hardware and software shall comply with all safety and security policies, regulations and directives relating to those buildings, premises, hardware and software.

Assignment

The Bidder shall not assign, subcontract or transfer of any of its rights, obligations or interests, other than identified in the Contract, without the written consent of the CCAA. Should CCAA consent to such an assignment, subcontracting or transfer of rights, obligations or interests to a third party, the Bidder shall remain responsible for performance by the Bidder and any such third party under the Contract.

Other Provisions

As part of the Bidder's response to this section of the RFP, any proposed license, maintenance or lease agreement that the Bidder will require, must be included in the Proposal. In the case of conflicts, discrepancies, errors or omissions among the proposed license, maintenance or lease agreements and the Contract provisions listed under Appendix A of the RFP and listed as "Met" in the Proposal, the Contract provisions listed under Appendix A of the RFP and listed as "Met" in the Proposal shall take precedence and govern.

Intellectual Property

CCAA shall own all Materials, discoveries, inventions, and other intellectual property developed during the course of the Work, whether developed by CCAA or the Supplier. The Supplier shall assign to CCAA all intellectual property and proprietary rights it may otherwise have in any such Materials, discoveries, inventions, intellectual property and proprietary rights developed by the Supplier in the course of providing the Services and completing the Work.

The Supplier shall not be required to assign to CCAA, or to limit its use of any ideas, data processing concepts or techniques developed by the Supplier prior to providing the Services, or information general in nature and which does not include any proprietary or confidential information about CCAA, its affiliates, or contractors or any items which CCAA owns or shall own pursuant to the paragraph immediately above.

All Materials, data specifications, methods and Intellectual Property owned by the Supplier or in the possession of the Supplier prior to the execution of the Contract and used by the Supplier to provide the Services to CCAA, shall continue to belong exclusively to the Supplier, whether or not they are specifically adapted by the Supplier to



render the Services to CCAA. The CCAA shall have a perpetual irrevocable, non-exclusive, world-wide, paid-up right to use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based on all Pre-existing Work and such Materials, data specifications and methods which are incorporated into the Pre-existing Work, Work or Deliverables provided to CCAA and the right to authorize or sublicense third parties to do any of the former.

