



REQUEST FOR STANDING OFFERS (RFSO)
FOR
TRANSLATION SERVICES
REQUIRED BY
IMMIGRATION AND REFUGEE BOARD OF CANADA

Date of Issuance:	February 10, 2014
Reference No.:	86122-13-0107
Contracting Authority:	Michel Derouin Telephone: 613.996.9244 E-mail: info.procurement@irb-cisr.gc.ca
Bid Closing:	Date: March 3 rd 2014
	Time: 2:00 PM EDT

Offers are to be delivered as per the directions specified in the Request For Standing Offers (RFSO) before the closing date and time of the RFSO, which is indicated below.

If the bid submission is sent electronically as per Part 3 of this RFSO, it must be sent to this e-mail address only:

info.procurement@irb-cisr.gc.ca

If the offer submission is sent as a hard/soft copy as per Part 3 of this RFSO, it must be sent to this address only (this address is for the sole purpose of offer submission. No other communications are to be forwarded to the following address):

Immigration and Refugee Board of Canada
Bid Receiving Unit
Attn: Procurement & Assets Management
344 Slater Street, 12th floor
Ottawa, Ontario K1A 0K1

Timely receipt and correct direction of offers are the sole responsibility of the Offeror. Canada will not assume or have transferred to it those responsibilities.



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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Check List and the Standard Feedback/Evaluation Emails.

2. Summary

Canada (Immigration and Refugee Board of Canada (IRB)) is seeking to establish standing offers for Translation services as defined in Annex "A", Statement of Work.

The period of the Standing Offer is from April 2014 (or Standing Offer award) to March 31, 2015 with an option to extend.

"For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO)."

3. Security Requirements

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.



4. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

5. Options to File a Complaint

Complaints regarding procurement process for contracts under \$25,000 for goods and under \$100,000 for services:

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

Complaints regarding procurement process for contracts covered by the trade agreements:

Procurement complaints may be filed with the Canadian International Trade Tribunal (CITT) by potential suppliers concerning alleged breaches by the Government of Canada of the prescribed procedural requirements applicable to any aspects of the procurement process for contracts covered by the trade agreements i.e. the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (the AIT), and the Agreement on Government Procurement (the AGP) of the World Trade Organization. The CITT is an independent administrative tribunal that, among other things, receives, inquires into, decides and makes recommendations in respect of procurement complaints. More information can be obtained from the CITT WEB site at this address: http://www.citt-tcce.gc.ca/index_e.asp



PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

2. Submission of Offers

Offers must be submitted only to Immigration and Refugee Board of Canada (IRB) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to IRB will not be accepted.

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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



"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

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

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

By providing this information, Offerors agree that the successful Offeror'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.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror must provide the following information:

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

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.

4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.



PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

OPTION A

Electronic Offers submitted via e-mail

Canada requests that offerors provide their offer in separately electronic pdf file format. The Technical Offer, Financial Offer and Certifications must be in [separate PDF files](#) as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer. Offers must be sent to the following e-mail address: info.procurement@irb-cisr.gc.ca.

The maximum size per email (including attachments) is limited to 15MB. If the limit is exceeded, your e-mail might not be received by the IRB. It is suggested that you compress the e-mail size or send multiple e-mails to ensure delivery. Offerors are responsible to send their proposal and to allow enough time for the IRB to receive the proposal by the closing period indicated in this RFSO.

For bids transmitted by e-mail, IRB will not be responsible for any failure attributable to the transmission or receipt of the e-mail bid. The IRB will send a confirmation e-mail to the Offerors when the submission is received.

OPTION B

Hard/Soft Copy Offers (sent via courier or drop-off to the address indicated on the first page of this RFSO)

Canada requests that offerors provide their offer in separately bound sections as follows:

Note: for each section, one (1) hard copy and one (1) soft copy on CD (machine readable pdf file) (the soft copy files can be on one CD in separate PDF files).

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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](#)



(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the "Basis of Payment" detailed in Annex "B", "Basis of Payment". The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

Section IV: Additional Information

1.1 Offeror's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 6 under Security Requirement, the Offeror must provide the required information below, on the Offeror's proposed site or premises for which safeguard measures are required for Work Performance.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

The evaluation process is subdivided into five (5) phases:

Phase 1: The evaluation of the Security requirements.

Note: the IRB will proceed with the next phase if the offer is compliant. Offers that are non-compliant will be declared non-responsive and will not be evaluated further.

Phase 2: The evaluation of the Mandatory requirements.

Note: the IRB will proceed with the next phase if the offer is compliant. Offers that are non-compliant will be declared non-responsive and will not be evaluated further.

Phase 3: The evaluation of the Point Rated Technical Criteria.

Note: the IRB will proceed with the next phase if the offer is compliant. Offers that are non-compliant will be declared non-responsive and will not be evaluated further.

Phase 4: The evaluation of the Financial Offer as outlined in Section 1.2 below.

Phase 5: The selection of the best value to the IRB and compliant offers as specified in Section 2 below.

- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

1.2 Financial Evaluation

In submitting the financial evaluation requirement, Offerors have the option to submit prices for one or more stream and each stream will be evaluated individually. **For each stream**, the IRB will determine a total average weight cost/word for evaluation purposes only. The total average weighted cost/word will be determined as follows:

Initial Contract Period - Regular per word cost multiplied by 90% plus Urgent per word cost multiplied by 10% equals the weighted per word cost.

Plus

Option Year One - Regular per word cost multiplied by 90% plus Urgent per word cost multiplied by 10% equals the weighted per word cost.



Plus

Option Year Two - Regular per word cost multiplied by 90% plus Urgent per word cost multiplied by 10% equals the weighted per word cost.

Equals

Total Weighted Cost/Word

See Annex E for an example of the Financial Evaluation calculations.

2. Basis of Selection

To be declared responsive, an offer must:

- (a) comply with all the requirements of the Request for Standing Offers (RFSO); and
- (b) meet all mandatory technical evaluation criteria; and
- (c) obtain the required minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 80 points."

Offers not meeting (a), (b) or (c) above will be declared non-responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

The IRB intends to qualify Suppliers on the Request for Standing Offers as follows:

Stream A	Up to 10 suppliers may be qualified	- English to French Administrative Translation
Stream B	Up to 15 suppliers may be qualified	- English to French Legal Translation
Stream C	Up to 5 suppliers may be qualified	- French to English Administrative Translation
Stream D	Up to 10 suppliers may be qualified	- French to English Legal Translation

COST PER POINT CALCULATION

The cost-rated evaluation will be determined by taking the Offerors average total weight cost/word for each stream then multiplying the amount by 100 divided by the Total Points for the Technical Criteria to equal the cost per point. A list will be established for each stream and qualified suppliers will be ranked with the lowest cost per point.

EXAMPLE:

STREAM A - ADMINISTRATIVE – TRANSLATION – ENGLISH TO FRENCH

	Offeror's Total Points for Technical Criteria	Average Total Weight Cost/Word	Cost Per Point	Rank
	a	b	c = (b*100) / a	
Company X	75	\$0.33	\$0.440	2
Company Y	70	\$0.30	\$0.429	1
Company Z	65	\$0.45	\$0.692	3

The list will serve as basis for the allocation of the call-ups among all qualified suppliers in each stream, in accordance with the call-up procedure set out in Part 7.



ATTACHMENT 1 TO PART 4 TECHNICAL AND FINANCIAL CRITERIA

1.1.1 Mandatory Technical Criteria

At bid closing, the Bidder must comply with the following Mandatory Requirements and provide the necessary documentation to support compliance. Bids which fail to meet the mandatory technical criteria will be declared non-responsive and will be given no further consideration. Each requirement should be addressed separately.

All Offerors are advised that only listing experience without providing any supporting data to describe when, where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully documented and substantiated in the proposal.

For evaluation purposes:

- Where means the name of the employer;
- When means the start date and end date (e.g. from January 2010 to March 2012) of the period during which the firm acquired the qualification/experience; and
- How means a clear description of the activities performed and the responsibilities assigned under the project and during this period.

Item	Mandatory Technical Criteria	Compliant (Yes/No)	Demonstrated Compliance Reference to Offeror's Offer
M1	The Offeror must demonstrate three (3) consecutive years' experience (within the last five (5) years) on a contract or as an employee since 2008 performing translation of administrative or legal texts for a federal government department or agency. Project(s) summary required.		
M2	The Offeror must provide two (2) references for translation projects that they have completed within the last five (5) years for a federal government department or agency for each stream they apply. Project(s) summary required.		



1.1.2 Point Rated Technical Criteria

At bid closing, the Offeror must comply with the following Point-Rated Requirements and provide the necessary documentation to support compliance. Bids will be declared non-responsive and will be given no further consideration if a) the bidder fails to respond (which will be given a score of zero), b) bids which fail to meet the passing mark. Each requirement should be addressed separately.

All Offerors are advised that only listing experience without providing any supporting data to describe when, where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully documented and substantiated in the proposal.

For evaluation purposes:

- Where means the name of the employer;
- When means the start date and end date (e.g. from January 2010 to March 2012) of the period during which the firm acquired the qualification/experience; and
- How means a clear description of the activities performed and the responsibilities assigned under the project and during this period.

Item	Point Rated Technical Criteria	Points	Demonstrated Compliance Reference to Offeror's Offer
R1	<p>The Offeror must demonstrate how they intend to incorporate the IRB's translation requests into their current work volume capacity. The Offeror shall:</p> <ul style="list-style-type: none"> • Provide their average volume of work, excluding IRB work; • Demonstrate how work will be assigned once the the IRB's Translation Coordinator is notified; • Demonstrate how they propose to handle additional incremental work per day for the IRB. <p>Points allocation:</p> <p>Poor – Does not demonstrate a strategy for their intention to incorporate the IRB's translation requests into their current work volume capacity (0 pts)</p> <p>Fair – Able to provide their average volume of work, excluding IRB Work, but did not demonstrate how work will be assigned once the Call-up Against Standing Offer is accepted by the Offeror and the IRB's Translation Coordinator is notified nor did they demonstrate how they propose to handle additional incremental work per day for the IRB (8 pts)</p> <p>Adequate – Meets the requirement. Provides their average volume of work, excluding IRB Work, and demonstrates how work will be assigned once the Call-up Against Standing Offer is accepted by the Offeror and the IRB's Translation Coordinator is notified but did not demonstrate how they propose to handle</p>	/30	



	<p>additional incremental work per day for the IRB (16 pts)</p> <p>Very Good – Provides their average volume of work, excluding IRB Work and how work will be assigned once the Call-up Against Standing Offer is accepted by the Offeror and the IRB's Translation Coordinator is notified and demonstrated how they propose to handle additional incremental work per day for the IRB (24 pts)</p> <p>Excellent – Exceeds the requirement by demonstrating a cohesive plan that easily facilitates the additional incremental work without engaging additional resources (30 pts)</p> <p>Project(s) summary required.</p>		
<p>R2</p>	<p>The Offeror must provide a detailed quality assurance plan demonstrating their ability to provide quality translation and meet the deadlines in accordance with the statement of work. The quality assurance plan shall:</p> <ul style="list-style-type: none"> • Provide an organizational chart, if applicable; • Identify the “Plan-Do-Check-Act” in all its phases. <p>Points allocation:</p> <p>Poor – Does not demonstrate a quality assurance plan (0 pts)</p> <p>Fair – Demonstrates a quality assurance plan that does not provide detailed information (8 pts)</p> <p>Adequate – Demonstrates a quality assurance plan with information that gives basic details (16 pts)</p> <p>Very Good – Demonstrates a cohesive quality assurance plan that adequately verifies documents (24pts)</p> <p>Excellent – Demonstrates a cohesive quality assurance plan that exceeds the expectation of document verification (30 pts)</p> <p>Project(s) summary required.</p>	<p>/30</p>	
<p>R3</p>	<p>The Offeror must provide a detailed risk management plan explaining how requirements will meet specified deadlines. The risk management plan shall:</p> <ul style="list-style-type: none"> • Identify possible risks in not delivering the Work by the deadline; • Identify solutions in case identified risks arise; • Include the methodology for tracking and ensuring the timely delivery of Work; • Identify methods of mitigating risks; • Contain the following headings: Risk Identification, Risk Assessment, Risk Response, and Monitoring and Evaluation. 	<p>/20</p>	



<p>Points allocation:</p> <p>Poor – Vaguely described and/or not particularly clear; incomplete understanding of the requirement (0 pts)</p> <p>Fair – Some detail provided but still weak; some understanding of the requirement (5 pts)</p> <p>Good – Expanded description; conveys a basic understanding of the requirement (10 pts)</p> <p>Very Good – Conveys a clear understanding of the requirement but some detail missing (15 pts)</p> <p>Excellent – Meets the requirements of the SOW plus offers additional service and innovative suggestions beyond the basic service requirement (20 pts)</p> <p>Project(s) summary required.</p>			
Total Maximum points available		80	Score (R1 to R3)
Minimum Pass Mark		70%	
<p>Note: Offers that do not meet the above minimum score of 56 points (70%) will not be evaluated further.</p>			



PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

1. Mandatory Certifications Required with the Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtm)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtm) available from [HRSDC-Labour's website](http://www.hrsdc.gc.ca/eng/labour/standards_equity/eq/emp/fcp/list/inelig.shtm).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtm)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

2. Additional Mandatory Certifications Required with the Offer

Offerors must submit the following duly completed certifications with their offer.
See attachment 1 to Part 5.

2.1 Status and Availability of Resources

SACC Manual clause M3020T (2010-01-11), Status and Availability of Resources

2.2 Education and Experience

SACC Manual clause M3021T (2012-07-16), Education and Experience

2.3 Former Public Servant - Competitive Requirements

SACC Manual clause M3025T (2013-06-27), Former Public Servant - Competitive Requirements



**ATTACHMENT 1 to PART 5
CERTIFICATIONS**

2.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability.

Name of Authorized Representative of the Offeror	Signature	Date
Title		



2.2 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

_____ Name of Authorized Representative of the Offeror	_____ Signature	_____ Date
_____ Title		



2.3 Former Public Servant Certification

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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** () **NO** ()

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

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

By providing this information, Offerors agree that the successful Offeror'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](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES**() **NO** ()



If so, the Offeror must provide the following information:

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

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.

Name of Authorized Representative of the Offeror	Signature	Date
Title		



PART 6 – SECURITY REQUIREMENTS

1. Security Requirements

1. At the Request for Standing Offers **closing date**, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicate in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Offeror's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7A - Standing Offer;
 - (e) the Offeror must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. For additional information on security requirements, offerors should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the [Departmental Standard Procurement Documents](#) website.



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

2. Security Requirement

2.1 The following security requirement (SRCL and related clauses) applies and form part of the Standing Offer.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#10

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**, including an IT Link up to the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex "A";
 - b. Industrial Security Manual (Latest Edition);
 - c. Information Technology Security Requirements manual, attached at Attachment 1 to Annex "C".

2.2 Offeror's Site or Premises Requiring Safeguard Measures *(to be provided at Standing Offer award)*

The Offeror must diligently maintain up-to-date, the information related to the Offeror's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

3. Standard Clauses and Conditions



All clauses and conditions identified in the Standing Offer and resulting contract(s) 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>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services apply to and form part of the Standing Offer.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from April 1st 2014 (or contract award date) to March 31st 2015.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) 12-month period, from April 1, 2015 to March 31, 2016 and from April 1, 2016 to March 31, 2017 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Michel Derouin
Title: Team Leader, Procurement and Assets Management
Organization: Immigration and Refugee Board of Canada
Address: 344 rue Slater Street, 12th floor, Ottawa ON K1A 0K1
Telephone: 613-996-9244
E-mail address: info.procurement@irb-cisr.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Project Authority *(to be provided at Standing Offer award)*

The Project Authority for the Standing Offer is:

Name:
Title:
Organization: Immigration and Refugee Board of Canada



Address: 344 rue Slater Street, 12th floor, Ottawa ON K1A 0K1
Telephone:
E-mail address:

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

5.3 Offeror's Representative *(to be provided at Standing Offer award)*

Name:
Title:
Address:
Telephone:
E-mail address:

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 websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Immigration and Refugee Board of Canada.

8. Call-up Procedures

A call-up made against this Standing Offer shall form a contract only for those services that have been requested and provided always that such services are made in accordance with the provisions of this Standing Offer.

Call-ups for Work will be offered to suppliers holding a standing offer in the same service stream on a rotational basis, as they are issued from time to time, and regardless of each call-up's value.

When the first call-up is issued, the Project Authority will offer the work to the supplier ranked first on the list of the relevant stream. The supplier will have one (1) hour to notify the Project Authority of its acceptance of the work.

If that supplier fails to notify the Project Authority in due time, or if it refuses the Work specified in the Call-up, the Project Authority will then offer the Work to the next supplier on the list, who will also have one hour to accept the Work, and so on until the Work is accepted by one of the qualified suppliers on the list. When the next Call-up is issued, the Project Authority will offer the Work to the next supplier ranked immediately below the supplier who accepted the previous Call-up.

This call-up procedure shall not be interpreted as the IRB's undertaking towards the Offeror with respect to a call-up's value.

The call-up will provide the Offeror with the following information:

- (a) The translation call-up number;
- (b) The details of the Work to be performed;



- (c) The title of the document to be translated;
- (d) The name of the person(s) to contact for information;
- (e) The number of words to be translated;
- (f) An indication whether the Work is urgent or not;
- (g) The deadline and delivery time;
- (h) The Work's price estimate;
- (i) The target language.

The Offeror will be authorized to proceed with the Work specified in the call-up by the issuance of a duly completed and signed Call-up against a Standing Offer. The Offeror shall not commence any Work until it has received a call-up that is signed by the Project Authority. The Offeror acknowledges that any and all Work performed in the absence of a signed call-up will be done at its own risk, and the IRB shall not be liable for payment therefore.

9. Termination of a Call-up Against a Standing Offer

If the nature of the Work described in the Call-up changes or if such Work is no longer required, the IRB will terminate the Call-up by notifying the Offeror. The Offeror must deliver all Work completed within one (1) hour after notification. The Offeror will be paid for the Work completed at the time it is delivered, provided that the Work has been received and approved by the Project Authority.

10. Inspection and Acceptance of the Work

The first month of the Standing Offer period will be a period of familiarization for the Offeror to gain institutional knowledge about the IRB. During the familiarization period, the Project Authority will provide feedback to the Offeror to help the Offeror to become familiar with the IRB's Linguistic Services Directorate's linguistic preferences and acquire the institutional knowledge about the IRB required to perform the Work. Work completed by the Offeror during this period will not be subject to the application of the liquidated damages provision of the Standing Offer.

The Project Authority is responsible for the assessment of the quality of the Work against the standards set out in A7, A8 and A9 of the Statement of Work, using the Standard Feedback/Evaluation Emails form indicated at Annex D.

10.1 Any Work performed by the Offeror under a Call-up issued under the Standing Offer will be deemed unsatisfactory and refused by the Project Authority in the following situations:

- (a) The Work contains errors that exceed the error levels set out in the Statement of Work;
- (b) In the case of non-urgent Work, the Work was delivered more than five (5) hours after the Call-up delivery time and date;
- (c) In the case of urgent Work, the Work was delivered at any time after the Call-up delivery time and date.

10.2 Subject to 10.3, any Work deemed unsatisfactory and refused pursuant to 10.1(a) may, at the discretion of the Project Authority, be returned to the Offeror once for correction or replacement, as the case may be, if the following conditions are met:

- (a) The Work has been delivered by the Offeror within the delivery time and date specified in the Call-up ;
- (b) The Work was delivered at a time and date allowing sufficient time for the Project Authority to perform the inspection of the Work within the Call-up delivery time and date;
- (c) After the inspection of the Work has been completed, there is sufficient time left for the Offeror to correct/replace and deliver the Work within the Call-up delivery time and date.



10.3 Subsection 10.2 in no way constitutes the IRB's undertaking to perform the inspection of the Work in any specific timeframe that would allow the Offeror to be given the opportunity to redo/replace the Work in accordance with 10.2.

10.4 Corrected/replaced Work will not be subject to the liquidated damages clause set out in 11 if:

- (a) The corrected/replaced Work does not contain errors that exceed the error levels set out in the Statement of Work;
- (b) The corrected/replaced Work was delivered within the Call-up original delivery date and time.

10.5 Notwithstanding 10.4, corrected/replaced Work will remain deemed unsatisfactory and refused for the purpose of the application of the termination provision set out in 10.6.

10.6 The IRB may, at its sole discretion, terminate the Standing Offer should the Offeror deliver Work deemed unsatisfactory and refused by the Project Authority three (3) times during the Standing Offer period. The termination will take effect immediately following the determination by the Project Authority that unsatisfactory Work has been delivered by the Offeror for the third time, and the Project Authority will inform the Offeror in writing of the Standing Offer's termination. If the Work deemed unsatisfactory and refused by the Project Authority three (3) times during the Standing Offer period was submitted under a single stream, the IRB may cease to provide Work to the Offeror under that stream but continue to provide Work to the Offeror under any other stream included in the Standing Offer.

10.7 The termination of the Standing Offer pursuant to 10.6 shall not limit the IRB's discretion to exercise the irrevocable option to extend the Standing Offer period pursuant to Section 4. The IRB may exercise this option at any time by sending a written notice to the Offeror at least thirty (30) calendar days before the end of the Standing Offer original period or extended term period.

11. Liquidated Damages

The Offeror shall be liable to the IRB for all costs incurred and all losses and damages suffered by the IRB as a result of the revision, correction and/or reproduction by a source other than the Offeror of any Work specified in a Call-up that is deemed unsatisfactory and refused by the Project Authority.

11.1a) Should the Work specified in the Call-up be delivered past the delivery date and time agreed to in the Call-up as outlined in Section 8 of this Standing Offer, the following deductions will apply:

Hours Late	Deduction
One (1) hour	5 %
Two (2) Hours	7 %
Three (3) Hours	10 %
More than three (3) hours late	13%

This rate deductions provision does not apply to urgent translations, which are automatically deemed refused if not delivered within the Call-up delivery time and date.

11.1b) Should the Work specified in the Call-up be delivered in an unsatisfactory manner as outlined in Section A7.1 and A7.2 of the Statement of Work and the Standing Offer, the following deductions will apply:

Administrative translations (streams A and C)

Errors per 2000 words	Deduction
One (1) major error, more than fifteen (15) minor errors	5 %



Two (2) or more major errors, more than twenty (20) minor errors	10 %
Anything in excess of the above	The work will be deemed unsatisfactory (see dsection 10.6 above)

Legal translations (streams B and D)

Errors per 2000 words	Deduction
Two (2) major errors, more than fifteen (15) minor errors	5 %
Three (3) or more major errors, more than twenty (20) minor errors	10 %
Anything in excess of the above	The work will be deemed unsatisfactory (see section 10.6 above)

11.2 The Offeror shall be liable to the IRB for all costs incurred and all losses and damages suffered by the IRB as a result of the revision, correction and/or reproduction by a source other than the Offeror of any Work specified in a Call-up that is deemed unsatisfactory and refused by the Project Authority.

11.3 The parties agree that the aforesaid amount is their best pre-estimate of the costs, losses or damages to the IRB for the use of its internal resources as well as Work that is delivered after the deadline determined and agreed upon in the Call-up and that it is not intended to be, nor is it to be construed as, a penalty.

11.4 In addition, the IRB shall have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at the time by the IRB to the Offeror, any liquidated damages owing and unpaid under this article.

11.5 Nothing in this article is to be interpreted as limiting the rights and remedies that the IRB may otherwise be entitled to under the Standing Offer.

12. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or an electronic version.

13. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Applicable Taxes excluded).

14. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$800,000.00 (Applicable Taxes included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

15. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List;
- g) the Offeror's offer dated _____ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer. "as clarified on _____" **or** "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable). **(to be provided at Standing Offer award)**

16. Certifications

16.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

16.2 SACC Manual Clauses

SACC CLAUSE	NUMBER ISSUE DATE	CLAUSE TITLE
M3025T	2013-06-27	Former Public Servant – Competitive Requirements
M3021T	2012-07-16	Education and Experience
M3020T	2010-01-11	Status and Availability of Resources
A3015C	2008-12-12	Certifications
C3011T	2013-11-06	Exchange Rate Fluctuation

17. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. **(to be provided at Standing Offer award)**.



B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2005 (2012-11-19), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 1:

Delete:

"Minister" means the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister;

Insert:

"Minister" means the Chairperson or any person of the Immigration and Refugee Board of Canada delegated by the Chairperson.

3. Term of Contract

3.1 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

4. 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 websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

5. Payment

5.1 Basis of Payment

In consideration of the Offeror satisfactorily completing all of its obligations under this Standing Offer, the Offeror will be paid in accordance with Annex B – Basis of Payment, attached to and forming part of this document.

5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$10,000.00. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting



Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.3 Monthly Payment

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

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

5.4 SACC Manual Clauses

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

6. Invoicing Instructions

1. The Offeror 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.

Invoices must be submitted on the Offeror's own invoice form and must show:

- (a) the invoice date;
- (b) the Offeror's name and address;
- (c) the designated user's name and address;
- (d) the Standing Offer number and all completed Request and/or Request Amendment numbers;
- (e) Financial codes, including GST/HST codes (as applicable);
- (f) the period during which the services were rendered;
- (g) the value of each call-up completed during the invoice period and being invoiced;
- (h) the total dollar amount, including applicable tax (GST/HST/QST) shown separately.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy of the invoice together with attachments must be forwarded to the attention of the Project Authority (preference is by e-email).

7. Insurance



SACC Manual clause G1005C (2008-05-12) Insurance

8. Dispute Resolution Services

Each party hereby:

a) consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* to resolve a dispute between the parties respecting the interpretation or application of a term or condition this contract; and

b) agrees that this provision shall, for purposes of section 23 of the Procurement Ombudsman Regulations, constitute such party's agreement to participate in and bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

9. 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 supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this 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, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



ANNEX "A" STATEMENT OF WORK

Translation Services

A1 Background

The Immigration and Refugee Board of Canada (IRB) is an independent tribunal established by the Parliament of Canada. Its mission, on behalf of Canadians, is to resolve immigration and refugee cases efficiently, fairly and in accordance with the law. The IRB is made up of four divisions: the Refugee Protection Division (RPD), the Refugee Appeal Division (RAD), the Immigration Appeal Division (IAD) and the Immigration Division (ID).

A2 Objective

The IRB requires translation services of an administrative and legal nature to supplement the IRB's Linguistic Services Directorate. The estimated number of words for translation is 8,000,000 over a three (3) year period, divided in accordance with the Call-up procedure mechanism set out in the Standing Offer among all suppliers qualified in the four (4) services streams:

- Stream A – English to French Administrative Translation – approximately 1,000,000 words
- Stream B – English to French Legal Translation – approximately 6,000,000 words
- Stream C – French to English Administrative Translation – approximately 400,000 words
- Stream D – French to English Legal Translation – approximately 1,000,000 words

The translation services are required on an "as and if required" basis. The volumes of Work mentioned do not necessarily reflect the actual volumes of Work that the IRB will contract under the Request for Standing Offers (RFSO) and the volume of Work that each qualified supplier will receive during the Standing Offer period and extension period(s), as the case may be. The volumes of Work may vary significantly depending on the demand.

A2.1 Reference Material

The reference material must be used with professional judgment, in accordance with each Call-up . The Offeror must comply with the Linguistic Services Directorate's terminology and linguistic requirements as expressed in the following reference documents:

- *The Canadian Style*
- *The IRB Glossary*
- Linguistic Services Directorate Procedures
- *The IRB Style Guide*
- *The Immigration and Refugee Protection Act (IRPA)* and Regulations, and any new legislation amending the IRPA and/or Regulations
- The guidelines
- The database (MultiTrans or other similar)
- Other reference material will be provided if necessary

The Offeror may access these documents through the IRB Web site or by contacting the Project Authority.

The Offeror may also be provided with terminology in any reference documents transmitted with the electronic translation request by the Linguistic Services Directorate's Translation Coordinator.



A3 Definitions

- Translation:** Texts translated from English to French or from French to English.
- Administrative Texts:** Documents whose subject matter are finance, policy, human resources, communications, IT, conferences, etc. Also referred to as "Current texts"
- Legal Texts:** Documents that are legal decisions and/or contain legal content. This stream is mostly composed of decisions, but also includes other legal documents and documents of a more technical nature.
- Word:** A continuous series of letters set apart from other words by spaces.
- Regular Translation:** A translation with a delivery period allowing completion of the Work during normal working hours, based on a production rate of 1,500 words translated per day.
- Urgent Translation:** A translation with a delivery period shorter than that of a regular translation, as determined by the Translation Coordinator..
- Normal Working Hours:** For the purpose of this Standing Offer, normal working hours are defined as Monday to Friday, 8:00 a.m. to 5:00 p.m., EST, with the exception of statutory holidays.
- Statutory Holiday:** For the purpose of this Standing Offer, a statutory holiday means New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday (Ontario), Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.
- Translation Coordinator:** Generally understood to be the Client Services Manager of the Linguistic Services Directorate, or his/her delegated representative from within the Administrative Team.

A4 Software Applications

The Offeror shall be able to use all of the applications listed below at all times during the period of the Standing Offer. Conversions from the original Call-up against a Standing Offer will not be accepted.

- The operating system is Windows 7; the software suite is the Microsoft Office 2010 suite of products, which includes Microsoft Word 2010, Microsoft Excel 2010 and Microsoft PowerPoint 2010. *Nota:* The IRB is upgrading to Windows 7 and Microsoft Office 2010 over the coming months and should have completed the upgrade by March 2014. If the upgrade is not completed in time, the Offeror shall be able to use the current software applications which are Windows 2003 and Microsoft 2003 Suite. The IRB will require the Offeror to be compliant with any system changes. The IRB will provide the Offerors with a minimum of 30 calendar days notice of any system requirement changes.
- WinZip 7.0;
- Acrobat Reader 7.0; and
- Internet Explorer;

Entrust Public Trusted SMIME certificate or Entrust Entelligence Security Provider with a Shared Service Canada (Integer Counter Mode) issued Digital ID. The Offeror must purchase a valid X509 certificate from the Entrust



group, and require a once annual exchange of trusted certificates between the Offeror and the IRB Linguistic Services Directorate. This tool will allow for the secure, encrypted transfer of documents electronically, up to and including Protected B security level. The Offeror is responsible for all associated costs.

A5 Equipment and Material

The Offeror must have a high-speed Internet connection for receiving translation requests electronically and access to a courier service for pick-up and delivery of texts, if necessary.

A6 Delivery of Work

A6.1 Pick-up and Delivery Process

The Work to be translated will normally be sent electronically to the Offeror with the Call-up and the completed Work returned by the Offeror by electronic means (E-mail). In the case that the Work is considered to be Protected B, it will be sent electronically using encryption (Entrust) along with the Call-up. In the case of unforeseen interruption to electronic means, the Translation Coordinator may require the Offeror to have the Work picked up or delivered to the address indicated in the Standing Offer (either in person or by courier at the Offeror's own discretion and expense).

A6.2 Word Count

When Work for translation is sent to the Offeror, the word count will be done electronically from the source text using the same software and version used for the source text. The Translation Coordinator will inform the Offeror of the word count on the Call-up against a Standing Offer, the Offeror shall confirm the word count with the Translation Coordinator and any discrepancies shall be resolved prior to the commencement of Work.

In determining the word count for decisions translated under streams B and D, the cover page will be counted as 30 words; no other word count of the cover page will be taken.

Should there be any disagreement, the IRB Translation Coordinator will redo the word count with a view to reaching an agreement with the Offeror. The Offeror must notify the Translation Coordinator of any changes to the word count.

If an agreement cannot be reached, the final decision on the word count will be made by the IRB Translation Coordinator.

A7 Quality Control

A7.1 Quality Standards

The quality of Work delivered under the Standing Offer must meet the following and be to the satisfaction of the Translation Coordinator. The Offeror must:

- Use the appropriate style and language that accurately renders the message of the source text;
- Ensure that the Work contains standardized and consistent terminology;
- Take into account comments received;
- Deliver Work that is absent of errors. Errors include, but are not limited to:
 - Minor Errors:
 - Typos, Gallicisms, inaccuracies, grammatical errors
 - Lack of concision and clarity



- Use of a term other than the term indicated in the terminological database to designate a concept that is of limited importance or that is defined in the text
- Failure to respect generally recognized typographical rules
- Failure to respect the format or layout of the source document (including font)

- Major Errors:
 - Opposite meaning
 - Gibberish
 - Non-sense
 - Omission of a sentence, of part of sentence containing important details, of a date
 - Omission of a name, if this could create some confusion
 - Mistranslation that could have an impact (especially in a decision)
 - Errors in dates
 - Name misspelled
 - Highly inadequate research (that is to say, the research must be redone; quotes, terminology, etc.)
 - Flagrant failure to respect reference material

- Deliver the Work in the application, format, style and layout of the source document as sent by the Translation Coordinator unless otherwise requested in the Call-up against a Standing Offer.
- Use a virus detection and elimination system and agree to take the necessary measures to ensure the delivery of its translation in electronic media or systems free of viruses.
- Not use codes in word processing, tables, etc.
- Return all documentation supplied to the Translation Coordinator.

A7.2 Error Levels

To be deemed satisfactory and for Work to be accepted by the Translation Coordinator, the Offeror must comply with the following:

All administrative translations (streams A and C) shall contain no major errors and no more than three (3) minor errors per 400 words. For example:

- 2,000 word document, there shall be no major errors and no more than 15 minor errors.

All Legal translations (streams B and D) shall contain no more than one (1) major error per 5,000 words and no more than three (3) minor errors per 400 words. For example:

- 2,000 word document, there shall be no major errors and no more than 15 minor errors.
- 12,000 word document, there shall be no more than 2 major errors and no more than 90 minor errors.

A8 Format and Layout

The Offeror shall not apply any publicity or distinctive markings (stamps, business cards, stickers, notes, etc.) to the Work returned—either electronically or in hard copy—to the Linguistic Services Directorate, or to any source texts, previously translated texts, reference documentation, diskettes, etc., however supplied to the Offeror by the IRB.



All Work must be delivered without any hand-written corrections and must respect the format, pagination, layout and specific characteristics, including software used, of the source text so that the Translation Coordinator can use the Work as is.

A9 Constraints

A9.1 Training

No paid training will be provided by the IRB to the Offeror or to the persons performing Work on its behalf. The Offeror will be directed by the Project Authority or its delegated authority and will be required to work in consultation with other IRB staff members and possibly other Offerors.

A9.2 Relocation

The Crown will not reimburse any travel and living expenses incurred by the Offeror as a consequence of any relocation required to satisfy the terms of the Standing Offer. These are at the Offeror's own expense and the IRB will not reimburse the Offeror's expense(s) in this respect.

A9.3 Parking Fees

All costs associated with parking fees incurred by the Offeror and its resources in performance of the Work are the sole responsibility of the Offeror and will not be reimbursed by the Crown. This is at the Offeror's own expenses and the IRB will not provide any reimbursement.

A9.4 Courier Fees

All costs associated with courier fees incurred by the Offeror and its resources in performance of the Work are the sole responsibility of the Offeror and will not be reimbursed by the Crown. This is at the Offeror's own expenses and the IRB will not provide any reimbursement.



**ANNEX "B"
BASIS OF PAYMENT**

B1 In consideration of Work satisfactorily performed in accordance with the Standing Offer, and in accordance with an individual call-up, the Offeror will be paid in accordance with the following. All deliverables at F.O.B. Destination, and Canadian Customs Duty included, where applicable.

B2 ALL-INCLUSIVE RATES

The firm all-inclusive rates per word shall include all expenses associated with the provision of the services required under this Standing Offer, including but not limited to: quality assurance, word processing, reports, photocopying, courier services, costs and time associated with the receipt and delivery of the Work described in Annex A, reference books, network and Internet security services and access fees and certification cost and time, training, computers, software, technology upgrades, printing, telephone services and all other related expenses. No other fees, costs or amounts will be paid.

B3 FIRM ALL-INCLUSIVE SERVICE RATES FOR TRANSLATION

For timely delivered and accepted Work:

Initial Period (April 1, 2014 to March 31, 2015)			
	Service	Type	Rate/Word
Stream A	Administrative Translation	English to French	\$
	Urgent Administrative Translation	English to French	\$
Stream B	Legal Translation	English to French	\$
	Urgent Legal Translation	English to French	\$
Stream C	Administration Translation	French to English	\$
	Urgent Administration Translation	French to English	\$
Stream D	Legal Translation	French to English	\$
	Urgent Legal Translation	French to English	\$

Option Period 1 (April 1, 2015 to March 31, 2016)			
	Service	Type	Rate/Word
Stream A	Administrative Translation	English to French	\$
	Urgent Administrative Translation	English to French	\$
Stream B	Legal Translation	English to French	\$
	Urgent Legal Translation	English to French	\$
Stream C	Administration Translation	French to English	\$
	Urgent Administration Translation	French to English	\$
Stream D	Legal Translation	French to English	\$
	Urgent Legal Translation	French to English	\$

Option Period 2 (April 1, 2016 to March 31, 2017)			
	Service	Type	Rate/Word
Stream A	Administrative Translation	English to French	\$
	Urgent Administrative Translation	English to French	\$
Stream B	Legal Translation	English to French	\$
	Urgent Legal Translation	English to French	\$
Stream C	Administration Translation	French to English	\$
	Urgent Administration Translation	French to English	\$
Stream D	Legal Translation	French to English	\$
	Urgent Legal Translation	French to English	\$



ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat: Common PS SRCL#10; Security Classification / Classification de sécurité: UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL) / LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

Form with multiple sections: 1. Originating Government Department or Organization; 2. Branch or Directorate; 3. a) Subcontract Number; 3. b) Name and Address of Subcontractor; 4. Brief Description of Work; 5. a) Will the supplier require access to Controlled Goods?; 5. b) Will the supplier require access to unclassified military technical data...; 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information...; 6. b) Will the supplier and its employees... require access to restricted access areas...; 6. c) Is this a commercial courier or delivery requirement...; 7. a) Indicate the type of information that the supplier will be required to access; 7. b) Release restrictions / Restrictions relatives à la diffusion; 7. c) Level of information / Niveau d'information

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité: UNCLASSIFIED





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Common PS SRCL#10
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

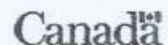
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED





Contract Number / Numéro du contrat
Common PS SRCL#10
Security Classification / Classification de sécurité UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production	✓	✓														
IT Media / Support TI	✓	✓														
IT Link / Lien électronique	✓	✓														

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



ATTACHMENT 1 to ANNEX "C"
Information Technology Security Requirements manual

Please refer to the document sent separately with this RFSO.



ANNEX D
STANDARD FEEDBACK/EVALUATION EMAILS
(This template may be updated during Standing Offer period)

- 1. **Satisfactory translation**
 - a) **Excellent translation**
 - b) **Satisfactory translation**

2. **Unsatisfactory translation**

1. **SATISFACTORY TRANSLATION**

a) **Excellent translation**

Hello. The translation you delivered to us is excellent. It respects, among other things, the meaning and the style of the source text, spelling and grammar rules, and IRB terminology. Thank you for your co-operation.

b) **Satisfactory translation**

Hello. The translation you delivered to us is satisfactory. The number of errors noted in the text is within the acceptable number of errors set out in the agreement. Some of the errors we found are as follows:

- [*Specify the errors and the corrections made, and indicate the source whenever possible*]
- ... claim for asylum ... (translation provided)
... claim for refugee protection ... (correct translation)
(Source: Guidelines for translating reasons for decision)
- ... participated on a committee meeting ... (translation provided)
... participated in a committee meeting ... (correct translation)
(Source: *BBI Dictionary of English Word Combinations*)

Please take note of these errors to ensure that they will not be repeated. Thank you for your co-operation.

2. **UNSATISFACTORY TRANSLATION**

Hello. The translation you delivered to us does not meet the quality standards of the IRB's Linguistic Services Directorate. The number of minor and/or major errors noted in the text is greater than the acceptable number of errors set out in the agreement. As a result, the text has been rated unsatisfactory.

RATING SCALE – SUPPLIERS (TRANSLATION)

UNSATISFACTORY TRANSLATION	
One or more major errors	
More than one minor error per 100 words	



**ANNEX E
FINANCIAL EVALUATION EXAMPLE**

Initial Period (April 1, 2014 to March 31, 2015)

	Service	Type	Rate/ Word	Weight %	Weighted Cost/Word	Weighted cost/word per stream
Stream A	Administrative Translation	English to French	\$ 0.30	90%	\$ 0.27	\$0.32
	Urgent Administrative Translation	English to French	\$ 0.45	10%	\$ 0.05	
Stream B	Legal Translation	English to French	\$ 0.35	90%	\$ 0.32	\$0.37
	Urgent Legal Translation	English to French	\$ 0.50	10%	\$ 0.05	
Stream C	Administration Translation	French to English	\$ 0.30	90%	\$ 0.27	\$0.32
	Urgent Administration Translation	French to English	\$ 0.45	10%	\$ 0.05	
Stream D	Legal Translation	French to English	\$ 0.35	90%	\$ 0.32	\$0.37
	Urgent Legal Translation	French to English	\$ 0.50	10%	\$ 0.05	

Option Period 1 (April 1, 2015 to March 31, 2016)

	Service	Type	Rate/ Word	Weight %	Weighted Cost/Word	Weighted cost/word per stream
Stream A	Administrative Translation	English to French	\$ 0.31	90%	\$ 0.28	\$0.33
	Urgent Administrative Translation	English to French	\$ 0.46	10%	\$ 0.05	
Stream B	Legal Translation	English to French	\$ 0.36	90%	\$ 0.32	\$0.38
	Urgent Legal Translation	English to French	\$ 0.51	10%	\$ 0.05	
Stream C	Administration Translation	French to English	\$ 0.31	90%	\$ 0.28	\$0.33
	Urgent Administration Translation	French to English	\$ 0.46	10%	\$ 0.05	
Stream D	Legal Translation	French to English	\$ 0.36	90%	\$ 0.32	\$0.38
	Urgent Legal Translation	French to English	\$ 0.51	10%	\$ 0.05	

Option Period 2 (April 1, 2016 to March 31, 2017)

	Service	Type	Rate/ Word	Weight %	Weighted Cost/Word	Weighted cost/word per stream
Stream A	Administrative Translation	English to French	\$ 0.32	90%	\$ 0.29	\$0.34
	Urgent Administrative Translation	English to French	\$ 0.47	10%	\$ 0.05	
Stream B	Legal Translation	English to French	\$ 0.37	90%	\$ 0.33	\$0.39
	Urgent Legal Translation	English to French	\$ 0.52	10%	\$ 0.05	
Stream C	Administration Translation	French to English	\$ 0.32	90%	\$ 0.29	\$0.34
	Urgent Administration Translation	French to English	\$ 0.47	10%	\$ 0.05	
Stream D	Legal Translation	French to English	\$ 0.37	90%	\$ 0.33	\$0.39
	Urgent Legal Translation	French to English	\$ 0.52	10%	\$ 0.05	



Total (Initial Contract Period, Option Period 1, Option Period 2)						
	Service	Type	Rate/ Word	Weight %	Average Weighted Cost/Word	Total weighted cost/word per stream
Stream A	Administrative Translation	English to French	\$ 0.31	90%	\$ 0.28	\$0.33
	Urgent Administrative Translation	English to French	\$ 0.46	10%	\$ 0.05	
Stream B	Legal Translation	English to French	\$ 0.36	90%	\$ 0.32	\$0.38
	Urgent Legal Translation	English to French	\$ 0.51	10%	\$ 0.05	
Stream C	Administration Translation	French to English	\$ 0.31	90%	\$ 0.28	\$0.33
	Urgent Administration Translation	French to English	\$ 0.46	10%	\$ 0.05	
Stream D	Legal Translation	French to English	\$ 0.36	90%	\$ 0.32	\$0.38
	Urgent Legal Translation	French to English	\$ 0.51	10%	\$ 0.05	