



REQUEST FOR STANDING OFFERS (RFSO)

FOR

TRANSCRIPTION SERVICES

REQUIRED BY

**IMMIGRATION AND REFUGEE BOARD OF CANADA (IRB)
EASTERN REGIONAL OFFICE (MONTREAL)**

Date of Issuance:	March 6 th 2014
IRB Reference No.:	86238-13-0236
Contracting Authority:	Michel Derouin E-mail: info.procurement@irb-cisr.gc.ca
Bid Closing:	Date: March 28 th 2014
	Time: 2:00 PM Eastern Standard Time

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 offer 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 the following address only (this address is for the sole purpose of offer submission. No other communications are to be forwarded to the address):

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

Timely receipt and correct mailing of offers are the sole responsibility of the Offeror. The IRB 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 Transcription services as defined in Annex "A", Statement of Work. .

The period of the Standing Offer is from April 2014 to March 2017 with an option to extend.

It is expected that up to three (3) Standing Offers per stream will be awarded on a proportional basis.

"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 the Province of Quebec.

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.

See Part 4 - Evaluation Procedures And Basis Of Selection.

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.

The RFSO evaluation team reserves the right to:

- Contact in writing (e-mail) any or all references supplied by the Offeror;
- Request clarifications from the Offeror;
- Request, prior to award of any Standing Offer, specific information with respect to any Officer's legal and financial status;
- Conduct a financial capability review of any Offeror prior to Standing Offer award. The IRB reserves the right to reject a bid based solely on the "financial capability review". The Offeror agrees to accept and be bound by the IRB's interpretation of the financial requirements;
- Use any Government resources, which it deems necessary to evaluate any offer.

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. The IRB will determine a total average weight cost/page for evaluation purposes only. The total average weighted cost/page will be determined as follows: (also, please see example at Annex F):

Initial Standing Offer Period

STREAM A + STREAM B

STANDARD per page cost multiplied by 85%, plus
RUSH per page cost multiplied by 15%, plus

Plus

Standing Offer Option Period 1

STREAM A + STREAM B

STANDARD per page cost multiplied by 85%, plus
RUSH per page cost multiplied by 15%, plus

Equals

Total Weighted Cost/Page (All Periods)

2. Basis of Selection

- 2.1 To be declared responsive, a bid must:
 - a. comply with all the requirements of the RFSO; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
- 2.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **65%** for the technical merit and **35%** for the price.
- 2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **65%**.
- 2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **35%**.
- 2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



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

- Stream A Up to 3 suppliers may be qualified - French transcription services
- Stream B Up to 3 suppliers may be qualified - English transcription services

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 65/35 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (65%) and Price (35%)				
		Offeror 1	Offeror 2	Offeror 3
Overall Technical Score		115/135	115/135	115/135
Offer Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 65 = 55.25$	$89/135 \times 65 = 42.25$	$92/135 \times 65 = 44.20$
	Pricing Score	$45/55 \times 35 = 28.35$	$45/50 \times 35 = 31.50$	$45/45 \times 35 = 35.00$
Combined Rating		83.60	73.75	79.20
Overall Rating		1 st	3 rd	2 nd

Note - If more than one Offeror is ranked first because of identical overall scores, then the Offeror with the **highest technical score** will become the top-ranked Offeror.



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.

The following information must be provided for each references and projects:

- Department name;
- Department address;
- Contact name;
- Contact Telephone name;
- Contact email address;
- Date of the work/project undertaken; and
- Nature of the work/project.

Item	Mandatory Technical Criteria	Compliant (Yes/No)	Demonstrated Compliance Reference to Offeror's Offer
M1	<p>The Offeror MUST demonstrate three (3) consecutive years of experience (within the last five (5) years) providing transcription services.</p> <p>Transcription services include:</p> <ul style="list-style-type: none"> • Legal documents derived from judicial or quasi-judicial proceedings such as tribunal hearings. • Non-legal documents such as call centre transcriptions. • Conversations involving multiple (at least 3) speakers. <p>Experience MUST expressly show transcription services</p>		



	<p>from digital media in one language (English to English or French to French) to print form in both English and/or French.</p> <p>Project(s) summary required.</p>		
M2	<p>The Offeror MUST provide three (3) project references for transcription services that they have completed within the last five (5) years.</p> <p>EACH cited Project MUST be for transcription services that represented AT LEAST 15,000 pages per project.</p> <p>To demonstrate the experience acquired, the Offeror MUST provide the following information in its bid regarding <u>each client organization</u>:</p> <ol style="list-style-type: none"> 1) The name of the client organization that received the transcription services; 2) The name and current contact information including telephone number and e-mail address of a contact in the client organization who could confirm the information provided by the Offeror; 3) The nature and a description of the documents as well as the number of pages transcribed; 4) The period during which the transcription services were provided, i.e. from (month/year) to (month/year); and 5) the number of pages. 		
M3	<p>PROJECT STRATEGY</p> <p>The Offeror MUST provide a project strategy that demonstrates how they intend to incorporate the IRB's transcription requests into their current work volume capacity.</p> <p>The strategy document MUST:</p> <ul style="list-style-type: none"> • Provide their current average volume of work, excluding IRB work; • Demonstrate how IRB project work will be assigned; and • Demonstrate how they propose to handle additional incremental work per day for the IRB. 		
M4	QUALITY ASSURANCE PLAN		



	<p>The Offeror MUST provide a detailed quality assurance plan (QA Plan) demonstrating their ability to provide quality transcription services and meet the deadlines in accordance with the Statement of Work at Annex “A” herein.</p>		
M5	<p>RISK MANAGEMENT PLAN</p> <p>The Offeror MUST provide a detailed Risk Management Plan explaining how they will meet specified deadlines.</p> <p>The risk management plan MUST:</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. 		
M6	<p>To demonstrate that the Offeror has the necessary qualified resources as described in Annex A – Statement of Work, the Offeror MUST provide a detailed CV for EACH Proposed Resource identified under the resource category.</p> <p>RESOURCE CATEGORY - TRANSCRIBER</p> <p>The Offeror MUST provide the names of a minimum of three (3) Transcriber resources that will work on transcriptions during the Standing Offer Period (including Option Period(s)). Proposed transcriber resources MUST have at a minimum three (3) years of experience providing legal or non-legal document transcription services in the last five (5) years.</p>		
M7	<p>To demonstrate that the Offeror has the necessary qualified resources as described in Annex A – Statement of Work, the Offeror MUST provide a detailed CV for EACH Proposed Resource identified under the resource category.</p> <p>RESOURCE CATEGORY – PROJECT/ACCOUNT MANAGER</p> <p>The Offeror MUST provide the names of a minimum of one (1) Project/Account Manager resources that will</p>		



	<p>work as transcription coordinators during the Standing Offer Period (including Option Period(s)).</p> <p>Proposed Project/Account Manager resources MUST have at a minimum two (2) years of experience in performing Project/Account Manager responsibilities.</p>		
<p>M8</p>	<p>To demonstrate that the Offeror has the necessary qualified resources as described in Annex A – Statement of Work, the Offeror MUST provide a detailed CV for EACH Proposed Resource identified under the resource category.</p> <p>RESOURCE CATEGORY – QUALITY ASSURANCE (QA)</p> <p>The Offeror MUST provide the names of a minimum of one (1) Quality Assurance (QA) resources that will work on transcriptions during the Standing Offer Period (including Option Periods). Proposed QA resources MUST have at a minimum four (4) years of experience providing the following services:</p> <ul style="list-style-type: none"> • Copy editing; or • Proofreading; or • Transcription services. <p>The QA resources MUST be separate resources from the Transcribers and Project/Account Managers and CANNOT be proposed for work as a transcriber or Project/Account Manager.</p>		
<p>M9</p>	<p>SECURITY REQUIREMENTS</p> <p>1. The Offeror MUST provide a copy of a valid Designated Organization Screening (DOS) certificate, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC) (See Part 6A - Security Requirement of this RFSO).</p> <p>2. The Bidder MUST demonstrate that each Proposed Resource has a security clearance at the level of Reliability Status at the time of bid closing.</p> <p>The following information is required with the offer:</p> <ul style="list-style-type: none"> ▪ Name of individual as it appears on security clearance application form; ▪ Level of security clearance obtained; ▪ Security Screening Certificate and Briefing Form file number; and ▪ Validity period of security clearance obtained. 		



	<ul style="list-style-type: none">▪ Date of birth of the proposed resource.		
M10	<p>The Offeror must demonstrate how they comply with Part 5 - Certifications, 2.4 Certification from the Bidder stating the following:</p> <p>The Offeror hereby certifies that it has reviewed the requirements of this RFSO, the resulting contract clauses and, in particular, the requirements concerning the protection of personal information. The Offeror also certifies that it will comply with those terms and ensure that personal information that is managed, accessed, collected, used, disclosed, retained, received, created, or disposed of in order to fulfil the requirements of the Contract shall be treated in accordance with the Privacy Act R.S. 1985, c. P-21, the Personal Information Protection and Electronic Documents Act, 2000, c. 5, and Treasury Board Secretariat privacy policy instruments.</p> <p>This certification shall be true and correct throughout the term of the resulting contract with the same force and effect as if continuously made throughout the term of the resulting contract.</p> <p>Furthermore, the Offeror acknowledges that the Minister shall rely on this certification to award the contract. Should the Offeror fail to comply with this certification or in the event that verification or inspection by the Minister discloses a misrepresentation on the part of the Offeror, the Minister shall have the right to treat any contract resulting from this bid as being in default and to terminate it pursuant to the default provisions of the contract.</p>		



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.

The following information must be provided for each references and projects:

- Department name;
- Department address;
- Contact name;
- Contact Telephone name;
- Contact email address;
- Date of the work/project undertaken; and
- Nature of the work/project.

Item	Point-Rated Technical Criteria	Points	Demonstrated Compliance Reference to Bidder's Proposal
R1	<p>The Offeror has experience providing legal document transcription services to Federal/Provincial/Municipal government clients derived from judicial or quasi-judicial proceedings.</p> <p>Points Breakdown: up to 12 months experience = 5 point 13 to 24 months experience = 10 points 25 to 36 months experience = 15 points 37+ months experience = 20 points</p> <p>Project(s) reference required.</p>	/20	
R2	<p>Further to the cited projects identified under M2, additional project scope will be subject to point rating.</p> <p>Up to 15 points for each projects as follows:</p>	/15	



	<p>Points Breakdown: At least 15,000 pages/project = 0 Points between 15,001 and 30,000 pages/project = 5 Points between 30,001 and 55,000 pages/project = 10 Points more than 55,000 pages/project = 15 Points</p> <p>Project(s) reference required.</p>		
R3	<p>Further to the project strategy document identified under M3, the Offeror's strategy will be subject to point rating.</p> <p>Points allocation:</p> <p>Poor – Does not demonstrate a strategy for their intention to incorporate the IRB's transcription requests into their current work volume capacity = 0 points</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 nor did they demonstrate how they propose to handle additional incremental work per day for the IRB = 4 points</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 but did not demonstrate how they propose to handle additional incremental work per day for the IRB = 8 points</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 demonstrated how they propose to handle additional incremental work per day for the IRB = 12 points</p> <p>Excellent – Exceeds the requirement by demonstrating a cohesive plan that easily facilitates the additional incremental work without engaging additional resources = 15 points</p> <p>Project(s) reference required.</p>	/15	
R4	<p>Further to the Quality Assurance Plan identified under M4, the Offeror's QA Plan will be subject to point rating.</p> <p>Points allocation:</p> <p>Poor – Does not demonstrate a quality assurance plan = 0 points</p> <p>Fair – Demonstrates a quality assurance plan that does not provide detailed information = 4 points</p> <p>Adequate – Demonstrates a quality assurance plan with</p>	/15	



	<p>information that gives basic details = 8 points</p> <p>Very Good – Demonstrates a cohesive quality assurance plan that adequately verifies documents = 12 points</p> <p>Excellent – Demonstrates a cohesive quality assurance plan that exceeds the expectation of document verification = 15 points</p>		
R5	<p>Further to the Risk Management Plan identified under M5, the Offeror's plan will be subject to point rating.</p> <p>Points allocation:</p> <p>Poor – Vaguely described and/or not particularly clear; incomplete understanding of the requirement = 0 points</p> <p>Fair – Some detail provided but still weak; some understanding of the requirement = 4 points</p> <p>Good – Expanded description; conveys a basic understanding of the requirement = 8 points</p> <p>Very Good – Conveys a clear understanding of the requirement but some detail missing = 12 points</p> <p>Excellent – Meets the requirements of the SOW plus offers additional service and innovative suggestions beyond the basic service requirement = 15 points</p>	/15	
R6	<p>The Proposed Resources identified under M6 (Transcriber Resource Category) have experience providing legal document transcription services to Federal/Provincial/Municipal government clients derived from judicial or quasi-judicial proceedings.</p> <p>Points Breakdown:</p> <p>None has experience = 0 points One (1) Transcriber has experience = 5 points Two (2) Transcribers have experience = 10 points Three (3) Transcribers have experience = 15 points Four (4) or more Transcribers have experience = 20 points</p>	/20	
<p>Total Maximum points available</p>		100	Score (R1 to R6)
<p>Minimum Pass Mark</p>		60%	
<p>Note: Proposals that do not meet the above minimum score of 60 points (60%) 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" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from HRSDC-Labour's website.

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" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

2. Additional 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

2.4 Certification from the Offeror



**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. Failure to comply with the request may result in the offer being declared non-responsive.

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		



2.4 Certification from the Offeror stating the following:

The Offeror hereby certifies that it has reviewed the requirements of this RFSO, the resulting contract clauses and, in particular, the requirements concerning the protection of personal information. The Offeror also certifies that it will comply with those terms and ensure that personal information that is managed, accessed, collected, used, disclosed, retained, received, created, or disposed of in order to fulfil the requirements of the Contract shall be treated in accordance with the [Privacy Act](#) R.S. 1985, c. P-21, the [Personal Information Protection and Electronic Documents Act](#), 2000, c. 5, and Treasury Board Secretariat privacy policy instruments.

This certification shall be true and correct throughout the term of the resulting contract with the same force and effect as if continuously made throughout the term of the resulting contract.

Furthermore, the Offeror acknowledges that the Minister shall rely on this certification to award the contract. Should the Offeror fail to comply with this certification or in the event that verification or inspection by the Minister discloses a misrepresentation on the part of the Offeror, the Minister shall have the right to treat any contract resulting from this bid as being in default and to terminate it pursuant to the default provisions of the contract.

Signature of Authorized Representative

Date



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 **May 1, 2014 (or Standing Offer award date)** to March 31st 2017.

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 one (1) 12-month period from April 1, 2017 to March 31, 2018 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 against the resulting Standing Offer Agreement(s) will be awarded on a **"PROPORTIONAL BASIS"** for any particular project. A Call-up document detailing the work to be undertaken, and the time line for completion, will be issued when the need arises. The proportional basis method of allocation that will be used, depending on the number of successful offerors, is detailed below:

Allocation of Work (Proportional basis)			
	1 compliant Offeror	2 compliant Offerors	3 compliant Offerors
Highest ranked compliant Offeror	100%	60%	50%
Second highest ranked compliant Offeror	n/a	40%	30%
Third highest ranked compliant Offeror	n/a	n/a	20%
	100%	100%	100%



The IRB intends to award a minimum of one (1) to a maximum of three (3) standing offer agreements with qualified offerors for each stream.

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

- (a) the call-up number;
- (b) the Work to be performed;
- (c) the validity period;
- (d) the total dollar value.

The transcript request will provide the Offeror with the following information:

- (a) the call-up number;
- (b) the details of the Work to be performed;
- (c) the title of the transcript;
- (d) the name of the person(s) to contact for information;
- (e) the number of pages to be transcribed;
- (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 transcript request 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 and a transcript request that is signed by the Project Authority. The Offeror acknowledges that any and all Work performed in the absence of a signed call-up and a transcript request 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 once requested by the Project Authority. 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 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 the Statement of Work. The IRB will verify the work on a sampling basis.

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 type of errors set out at section 11.1 below;



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 transcription request;
- (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 transcription request delivery time and date; and
- (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 section 11 below 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, Term of Standing Offer of this RFSO. 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.

11.1

a) The following liquidated damages will be applied for non-performance on a per transcript basis:

Reference	Type of Error	Liquidated Damages
Transcription Accuracy		
1	Incorrect cover page format and/or content	10%
2	Cover page missing	10%



Reference	Type of Error	Liquidated Damages
3	Identifying the wrong speaker	10%
4	Incorrect dates, names and/or titles	10%
5	Incorrect and/or incomplete oath/affirmation of the parties	10%
6	Omitting words and/or phrases	10%
7	Adding additional words and/or phrases	10%
8	Transcripts containing more than seven errors	10%
Transcription Format		
9	Poor quality copy with toner and/or other marks	10%
10	Incorrect paper size	10%
11	Incorrect indentation	10%
12	Incorrect stapling	10%
13	Incorrect line spacing	10%
14	Incorrect format for the body of the transcript	10%
15	Incorrect font size and/or font	10%
16	Incorrect document pagination	10%
17	Incorrect signature page format	10%
18	Visible corrections on transcript	10%
Transcription Delivery and Security		
19	Corrections are not returned by 2:00 p.m. of the second working day	20%
20	Transcripts returned late and are not received by 2:00 pm of the expected deadline date	20%
21	Failing to return the original cassette(s) and/or CD(s) along with the transcript	10%
General and Administrative		
22	Client Service Representative does not respond within the same working day between 8:00am to 4:30pm	10%
23	No signatures to confirm work performed (e.g. Quality Assurance Officer)	20%

Notes:

1) Liquidated Damages Amount will not be punitive. Since there are multiple errors that could occur on one transcript, in order not to apply liquidated damages excessively, IRB will apply the highest liquidated damages amount if multiple errors are found in a transcript or 30% of the transcript cost, whichever is less.

Example #1	Cost	Penalty
Full transcript, 5 day standard turnaround in English, 5 pages	\$5.65/page x 5= \$28.25	
Penalty - Cover page missing		\$2.83 (10%)
Penalty - Incorrect dates		\$2.83 (10%)
Penalty - Words Omitted		\$2.83 (10%)
Visible corrections on transcript		\$2.83 (10%)
Penalty Sub-Total	30% x \$28.25 = \$8.49	\$11.32
Payment to Offeror	\$19.76	



In example 1, the Offeror would be paid \$19.76. The total penalty value is \$11.32 whereas 30% of transcript cost is \$8.49. In this case, the penalty applied to the Standing Offer holder would be \$8.49.

Example #2	Cost	Penalty
Full transcript, 5 day standard turnaround, 73 pages	\$5.90/page x 73= \$430.70	
Penalty - Incorrect pagination		\$43.07 (10%)
Penalty - Transcript contained more than 7 errors		\$43.07 (10%)
Penalty Sub-Total	30% x \$430.70 = \$129.21	\$86.14
Payment to Offeror	\$344.56	

In example 2, the Offeror would be paid \$344.56. The total penalty value is \$86.14 whereas 30% of the transcript cost is \$129.21. In this case, the penalty applied to the Standing Offer holder would be \$86.14.

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 amount of liquidated damages for the use of another resource or internal resources by the IRB for the correction/replacement of any Work deemed refused pursuant to 10.2 will be calculated based on the Offeror's specific invoice for each hour required to edit, retranslate or reorganize the Work.

11.4 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.

11.5 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.

11.6 Nothing in this article is to be interpreted as limiting the rights and remedies that the IRB or the Chairperson 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 \$100,000.00 (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 \$2,000,000.00 (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	2013-11-06	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.

3.2 Courier Company

All transcripts must be picked up and returned to the Immigration and Refugee Board by secure courier. The Standing Offer Holder is strongly recommended to use the following courier services supplier:

Purolator Courier Ltd.
5995 Avebury Road, Suite 500
Mississauga, ON, L5R 3T8

The IRB will provide the Standing Offer Holder with a guide on how to properly prepare for the transport of the deliverables.

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 \$100,000.00. 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.

The Offeror **must send only one (1) invoice per month** indicating all the work provided during that period. Invoices must be produced and submitted within 15 calendar days after the end of the month in which the transcripts were 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) the period during which the services were rendered;
- (f) the value of each call-up completed during the invoice period and being invoiced;
- (g) 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.

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

A1 BACKGROUND

The Immigration and Refugee Board of Canada (IRB) is an independent tribunal. 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 has a requirement for the reproduction and preparation of transcripts from digital recordings and audio cassette tapes for their proceedings that take place on a daily basis in Montreal.

The transcription 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 for under the 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.

The addresse is as follows:

Immigration and Refugee Board
Complexe Guy Favreau – East Tower
200 boul. René Levesque West, Suite 102
Montreal, QC
H2Z 1X4

The volume of work will be estimated in pages. The IRB anticipates an estimated 35,000 to 50,000 pages/year over the course of the Standing Offer period. Based on the complexity of IRB cases, there may be a requirement for only a portion of the hearing to be transcribed and reproduced for the IRB.

A3 SOFTWARE APPLICATIONS

Initially, the IRB will require that all transcription requests be transported using the specified courier service identified in Part B, Resulting Contract clauses for pick-up and delivery of materials and media. It is anticipated that the IRB will convert to an electronic transmission of transcription requests during the Standing Offer period.

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 2003;
- The software suite is the Microsoft 2003 suite of products, which includes MS Word 2003, MS Excel 2000 and MS PowerPoint 2003;
- WinZip 7.0;
- Acrobat Reader 7.0;
- Internet Explorer; and
- It is possible that the IRB will be upgrading to Window 7 and Microsoft 2010 in the upcoming years. The IRB will require the Offeror to be compliant with any system changes. The IRB will provide the Offerors with a minimum of 60 calendar day's notice of any system requirement changes.

A4 EQUIPMENT AND MATERIAL



The Offeror must have a high-speed Internet connection for receiving transcription requests electronically once the IRB converts to an electronic transmission process for transcription services.

Should IRB require any changes related to the electronic storage device or the means of transporting or transmitting the recordings, the Offeror will be advised in writing at least 60 days in advance.

A5 IRB'S RESPONSIBILITY

A5.1 Transcriptions

The IRB will provide the Offeror CD-ROMs, USB key or cassette tapes for transcription. IRB will provide a glossary of terms to the Offeror once the standing offer is awarded.

A5.2 Quality Audits

The IRB may perform random quality audits on the transcriptions received to confirm quality and accuracy.

A6 OFFEROR'S RESPONSIBILITY

A6.1 Staff Minimum Requirement

At all times during the Standing Offer Period (including all Option Periods), the Offeror **MUST** have the following Minimum Staff to perform the Work described in the Statement of Work identified under Annex "A" herein:

- A minimum of three (3) transcribers;
- A minimum of one (1) Quality Assurance (QA) Officers; and
- A minimum of one (1) Project/Account Managers.

A6.2 Scope of work and Deliverables

The Offeror shall deliver all work (transcription document) on compact disk, USB key or encrypted electronic document, from audiocassette recordings or from handwritten notes as per instructed on each transcript request.

Encrypted Electronic File Transfer:

IRB is currently reviewing the possibility of implementing an encrypted electronic file transfer in the upcoming years. The IRB will require the Offeror to be compliant with this change which will allow the standing offer holder to receive and send encrypted electronic document instead of using courier. The IRB has requested pricing for courier and encrypted electronic file transfer as part of the Basis of Payment.

The IRB will provide the Offerors with a minimum of 60 calendar day's notice of any system requirement changes.

The Offeror must provide the quality of transcription required as per the "Quality of Transcription" section below.

The offeror must maintain transcripts of records of proceedings and hearings in a secure location on-site for a period of six (6) months in order to make any changes that may be necessary. The original media provided by the IRB, such as compact disks, audiocassettes, USB keys or handwritten notes, must be returned along with the hard copies of the required transcripts.

At no cost to the IRB, the Offeror must provide on a daily basis a courier to pick-up and deliver to and from the Montreal office between the hours of 8:00 a.m. and 2:00 p.m. daily.

Whether there is a delivery for the Offeror or not, the Offeror must be required to pick-up cassette tapes, USB keys and/or CD-ROM's on a daily basis from the Montreal site.

A6.3 Equipment

The Offeror must have a VIQ Player that will enable them to transcribe from 4 track recordings and also from CD-ROM. The Offeror must be able to produce high quality paper copies and possess a Paper Shredder Type II



model approved by the RCMP on their site of business. The Offeror must consult the following website to view the RCMP list of equipment:

http://www.rcmp-grc.gc.ca/ts-st/res-lim/pubs/seg/html/list_0002_e.htm

The Offeror is responsible for all associated costs.

A6.4 Client Service

The Offeror must provide the following level of client service:

- a) a Project/Account Manager must be available between the hours of 8:00 a.m. and 4:30 p.m EDT.;
- b) all messages must be returned within a twenty four (24) hour period, on the following working day. The working day is defined as Monday to Friday, excluding statutory holidays, from 8:00 a.m. to 4:30 p.m. EDT;

A7 QUALITY OF TRANSCRIPTION

The IRB will expect that all transcribed material must be accurate and correct. The IRB will also expect that the Offeror must adhere to all formats provided in Annex "G", Sample Transcription. The Offeror must provide the IRB with one (1) paper copy of the transcript of all hearings along with the original CD-ROM or cassette tape.

A7.1 Timeframes

All transcripts must be grouped into four categories of service. The prescribed timeframes must be adhered to regardless of the volume of work. Only the Project Authority for the IRB can request changes to the categories of service.

A *working day* must be defined as any period from Monday to Friday, excluding statutory holidays, from the hours of 8:00 a.m. to 4:30 p.m. EDT. Refer to Annex "F" for a list of all statutory holidays for the Federal Public Service.

a) STANDARD – 5 DAY

- Must be returned to the IRB within five (5) working days of pick-up.

Example:

Thursday – The Offeror receives the transcript request.

Friday – First working day.

Monday—Second working day.

Tuesday – Third working day.

Wednesday – Fourth working day.

Thursday – Fifth working day, IRB must receive the transcript **by 2:00pm**.

b) RUSH – 2 DAY

- Must be returned to the IRB within two (2) working days of pick-up.

Example:

Wednesday – The Offeror receives the transcript request

Thursday—First working day

Friday – Second working day, IRB must receive the transcript **by 2:00pm**.

All requests must only be requested by and returned to the IRB.

A7.2 Transcription Tracking and Cover Sheet

The Offeror must provide a cover sheet with all daily deliveries to the Montreal site of the IRB. This coversheet must serve as a monitoring tool for the IRB to ensure that timeframes are being adhered to by the Offerors.

For billing purposes, the cover page must be considered as half (½) page.



The cover sheet must always include all of the following information:

- a) All of the file numbers and names of all transcripts included with the delivery;
- b) Date cassette tape /CD-ROM picked up by the Contractor;
- c) Date cassette tape /CD-ROM delivered to the IRB;
- d) Number of pages per transcript (listed for each individual transcript);
- e) Number of copies requested (if any) by the designated representative of the IRB (listed for each transcript);
- f) Name of each and every person who performed work on the transcription; and
- g) Name of each and every person who performed quality assurance on the transcription.

A7.3 Transcription Format

The IRB requires all transcripts to be prepared according the standards below:

- a) If additional copies are required they must be quoted on a per page rate which will form part of the official bid. Only a designated representative of the IRB can authorize additional copies of transcripts;
- b) 8.5 x 11 inch paper;
- c) Times New Roman font in 11 pt. font size;
- d) Single-spaced (6 lines to the inch), except double-spaced between Questions (Q) and Answers (A) or between speakers;
- e) Margins:
 - Top & Bottom - 1 inch with page number centered 1 inch from top;
 - Left margin - 1 ¼ inch; and
 - Right margin - 1 inch.
- f) The IRB may request lines to be numbered within 3/4 of an inch from the left margin;
- g) No indentation for paragraphs - speakers require the indentation of three spaces;
- h) Copy(s) collated in sets and stapled in the upper left corner;
- i) Clear quality copies without toner mark on paper or any other marks; and
- j) Participants must be identified in the entire transcript by title only. When there is an exchange of several speakers, each person must be identified by their title, such as IRB Member, Counsel, Person Concerned, Interpreter, etc.

A7.4 Quality Assurance

All work must be proofread and certified, "This is a True Copy" of the cassette audio recordings by the transcriber. This certification must ensure that the transcriber has proofed all of the work. Transcribers must print and sign their name.

The Offeror must have a minimum of one (1) Quality Assurance Officers who must review each and every transcript to ensure that:

- a) omissions have not been made;
- b) the wrong speaker is not identified;
- c) original CD and/or cassette are attached to the transcript;
- d) accurate dates and names are listed throughout the transcript;
- e) the prescribed format for the cover page is applied to each transcript;
- f) the prescribed font size is used;
- g) the prescribed signature page format is adhered to;
- h) the pages of the transcript are paginated correctly; and
- i) the complete name, date and signature is included.

A7.5 Transcript Quality Control process

The IRB will review approximately every 20th document received as follows:



- Listen to the delivered transcription CD and review the hard copy transcript for any discrepancies;
- The IRB will list any errors, omissions, and audible corrections on a Microsoft Word document;
- The Microsoft Word document of transcript errors and audible corrections will be sent to the Standing Offer holder for corrections;
- The Standing Offer holder must correct and return the document within the timelines set by the IRB.

A7.6 Transcription Errors

A *high quality of transcription* proceedings is essential to the conduct of the IRB's business and its reputation. A *high quality of transcription* is defined as transcripts that are prepared within the prescribed timeframes. A *high quality of transcription* must also only include transcripts that do not have any critical errors. The IRB must audit a selection of transcripts received for accuracy of tombstone data/information, for example names, dates, file numbers; grammar, legal references, formatting and vocabulary.

A7.7 Transcription Error Corrections

There must be no visible corrections on the finalized transcript. If the IRB discovers that a transcript is not complete, correct, or is otherwise not satisfactory, the transcript must be returned to the Contractor. These corrections must be made to the transcript and returned to the IRB within two working days at no charge to the IRB. This period must begin from the date that the corrections are sent to the contractor. The corrections must be received by 2:00 pm EDT. of the second working day. If the corrections are not received within the two working days, liquidated damages must be applied.

A7.8 Audio Files

The original CD-ROMS, USB key(s) or cassette tape(s) **MUST**, at all times, be returned to the IRB upon completion of the work along with the transcript. The Offeror must not make any copies of the CD-ROMS, USB key(s) or cassette tape(s) provided of any work.

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.

All Work must be delivered without any hand-written corrections and must respect the format, pagination, layout and any specific characteristics.

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**

1. In consideration of Work satisfactorily performed in accordance with the Standing Offer Agreement, 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.

2 ALL-INCLUSIVE RATES

The firm all-inclusive rates per page 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.

3 FIRM ALL-INCLUSIVE SERVICE RATES FOR TRANSCRIPTIONS

For timely delivered and accepted Work:

1. Initial Standing Offer Period (Award date of the SO to March 31, 2017)
2. Option Period 1 (April 1, 2017, to March 31, 2018)

PRICING: Firm unit prices, F.O.B. destination, including pick-up & delivery charges (if applicable), Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is extra (8½ x 11-inch paper size).

For the purpose of pricing, a page is defined as follows:

- Half page: from one line of text to 5.5 inches of text on one page.
- Full page: more than 5.5 inches of text on one page.
- Cover page: the cover page will be considered a half page for billing purposes.

ESTIMATED VOLUMES

ESTIMATED TRANSCRIPT VOLUMES				
	2015	2016	2017	2018
ID (Immigration Division)	14000	14000	14000	14000
IAD (Immigration Appeal Division)	4000	4000	4000	4000
RPD (Refugee Protection Division)	17000	15000	15000	15000
RAD (Refugee Appeal Division)	2000	4000	4000	4000
Total Pages	37000	37000	37000	37000



1. INITIAL PERIOD – Award date of the SO to March 31, 2017				
STREAM A - French transcription services				
			Standard 5-Day	Rush 2-Day
1.1A	Full Page	Price for documents delivered by courier		
1.2A		Price for documents transferred electronically (e-mail)		
1.3A	Half Page	Price for documents delivered by courier		
1.4A		Price for documents transferred electronically (e-mail)		
STREAM B - English transcription services				
			Standard 5-Day	Rush 2-Day
1.1B	Full Page	Price for documents delivered by courier		
1.2B		Price for documents transferred electronically (e-mail)		
1.3B	Half Page	Price for documents delivered by courier		
1.4B		Price for documents transferred electronically (e-mail)		

2. OPTIONNAL PERIOD - April 1, 2017 to March 31, 2018				
STREAM A - French transcription services				
			Standard 5-Day	Rush 2-Day
2.1A	Full Page	Price for documents delivered by courier		
2.2A		Price for documents transferred electronically (e-mail)		
2.3A	Half Page	Price for documents delivered by courier		
2.4A		Price for documents transferred electronically (e-mail)		
STREAM B - English transcription services				
			Standard 5-Day	Rush 2-Day
2.1B	Full Page	Price for documents delivered by courier		
2.2B		Price for documents transferred electronically (e-mail)		
2.3B	Half Page	Price for documents delivered by courier		
2.4B		Price for documents transferred electronically (e-mail)		



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)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction Acquisitions Branch	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant		
4. Brief Description of Work / Brève description du travail Professional Services - Standing Offers and Supply Arrangements			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à : <input type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>	
Specify country(ies) / Préciser le(s) pays :	Specify country(ies) / Préciser le(s) pays :	Specify country(ies) / Préciser le(s) pays :	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

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 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



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
TRANSCRIPT REQUEST SAMPLE
(The sample below may change during the SO period)

RECORDING UNIT - Transcript REQUEST – RPD		
File Number	Name	Relationship

Country:	
TO:	
Counsel:	

Date(s) of hearing (<i>delete dates not required</i>)				
Hearing Date (month/day/year)	Time (hh:mm)	Room	Member	Interpreter

Portion of transcript requested

<input type="checkbox"/> Bench Decision only	<input type="checkbox"/> Time in:		<input type="checkbox"/> Time out:	
--	-----------------------------------	--	------------------------------------	--

<input type="checkbox"/> 7 Day Oral Decision only

<input type="checkbox"/> Full Transcript	<input type="checkbox"/> Please Provide CM Approval - Signature:	
--	--	--

<input type="checkbox"/> Federal Court
--

Reason for request:	
----------------------------	--

Return transcript to:	Name:	
	Phone No.:	
	Team:	
	Date Request Sent:	

Requested by:	Name:	
	Phone No.:	
	Team:	
	Date Required:	

Authorized IRB Staff signature:	
--	--

**BEFORE SUBMITTING REQUEST FORM PLEASE:
ENSURE INFORMATION IS ENTERED CORRECTLY AND REQUEST IS COMPLETED.**

IRB Recording Unit use Only	
Date Sent:	
No. of Tapes/CDs:	
Returned:	



ANNEX E STATUTORY HOLIDAYS

The following days shall be designated s holidays:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) Provincial or civic holiday; and
- (l) One additional day when proclaimed by an Act of Parliament as a National Holiday.



ANNEX F EXAMPLE OF FINANCIAL EVALUATION

1.		INITIAL PERIOD		
STREAM A - French transcription services				
			Standard 5-Day Price	Rush 2-Day Price
1.1A	Full Page	Price for documents delivered by courier	\$6.85	\$8.90
1.2A		Price for documents transferred electronically	\$4.85	\$6.90
1.3A	Half Page	Price for documents delivered by courier	\$4.10	\$4.55
1.4A		Price for documents transferred electronically	\$3.10	\$3.55
		Total A	\$18.90	\$23.90
STREAM B - English transcription services				
			Standard 5-Day	Rush 2-Day
1.1B	Full Page	Price for documents delivered by courier	\$6.85	\$8.90
1.2B		Price for documents transferred electronically	\$4.85	\$6.90
1.3B	Half Page	Price for documents delivered by courier	\$4.10	\$4.55
1.4B		Price for documents transferred electronically	\$3.10	\$3.55
		Total B	\$18.90	\$23.90
		Total A+B	\$37.80	\$47.80
		Weight %	85%	
			\$32.13	
		Weight %	15%	\$7.17
		TOTAL	\$32.13	\$7.17

2.		OPTION PERIOD		
STREAM A - French transcription services				
			Standard 5-Day Price	Rush 2-Day Price
2.1A	Full Page	Price for documents delivered by courier	\$7.10	\$9.10
2.2A		Price for documents transferred electronically	\$5.25	\$7.85
2.3A	Half Page	Price for documents delivered by courier	\$4.55	\$5.75
2.4A		Price for documents transferred electronically	\$3.75	\$4.15
		Total A	\$20.65	\$26.85
STREAM B - English transcription services				
			Standard 5-Day Price	Rush 2-Day Price
2.1B	Full Page	Price for documents delivered by courier	\$7.10	\$9.10
2.2B		Price for documents transferred electronically	\$5.25	\$7.85
2.3B	Half Page	Price for documents delivered by courier	\$4.55	\$5.75
2.4B		Price for documents transferred electronically	\$3.75	\$4.15
		Total B	\$20.65	\$26.85
		Total A+B	\$41.30	\$53.70
		Weight %	85%	
			\$35.11	
		Weight %	15%	\$8.06
		TOTAL	\$35.11	\$8.06

TOTAL (Initial Period + Option Period)				
			Standard 5-Day Price	Rush 2-Day Price
		Total A+B	\$79.10	\$101.50
		Weight %	85%	
			\$67.24	
		Weight %		\$15.23
		Weighted Cost/Page	\$67.24	\$15.23
		Total weighted Cost/Page	\$82.46	



ANNEX G
SAMPLE TRANSCRIPTION
(The samples may change during the SO period)

Please see attachment 1 to Annex G document sent separately with this RFSO.