



REQUEST FOR STANDING OFFER:	NRCan-5000015090
TITLE:	Request for Standing Offers (RFSO's) for NRCan's Translation and Comparative editing Services
DATE OF SOLICITATION:	January 8 th , 2015
SOLICITATION CLOSING DATE AND TIME:	February 18 th 2015 at 2:00 P.M. Eastern Standard (EST)
ADDRESS INQUIRIES TO:	Joan Anthony Natural Resources Canada Procurement Specialist Email: janthony@nrcan.gc.ca or lcallery@nrcan.gc.ca
SEND PROPOSAL TO:	Natural Resources Canada Bid Receiving Unit, Mailroom 588 Booth street Ottawa, Ontario K1A 0Y7 Attention: Leanne Callery
VENDOR/FIRM NAME AND FULL POSTAL ADDRESS (PLEASE PRINT):	
CONTACT/TELEPHONE/FAX/EMAIL ADDRESS:	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT):	
<p>PROPOSAL TO: NATURAL RESOURCES CANADA</p> <p>We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto and on any attached sheets at the price(s) set out therefore.</p> <p>Signature of Person Authorized to Sign on behalf of Vendor/Firm:</p> <p style="text-align: right;">_____ Date _____</p>	



REQUEST FOR STANDING OFFER (RFSO)

FOR

TRANSLATION AND COMPARATIVE EDITING SERVICES

FOR

NATURAL RESOURCES CANADA (NRCAN)

This is a Request for Standing Offer (RFSO) for the provision of Translation and Comparative Editing Services for the Department of Natural Resources Canada (NRCan).

A RFSO is an invitation to suppliers to provide NRCan with a standing offer. The level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. A RFSO does not commit NRCan to authorize the utilization of a standing offer or to procure or contract for any goods, services or both. A standing offer is not a contract. The issuance by NRCan of a Standing Offer to successful suppliers and Project Authorities authorized to make call-ups does not constitute an agreement by Canada to order any or all of the goods, services or both offered. Project or Contracting Authorities may make one or several call-ups against a standing offer.

All potential suppliers capable of meeting the requirements of this solicitation are invited to reply to this solicitation to provide the services under the framework of resulting Standing Offers. The detailed requirements include both mandatory and point rated requirements.

NOTICE TO Bidders: The following documents are enclosed and form part of this solicitation Package:

RFSO #NRCan-5000015090; including all Parts/Appendices and Annexes as listed in the Table of Contents below.

The Bidder acknowledges that all of the aforementioned documents were received in its solicitation Package. It is the responsibility of the Bidder to verify the inclusion of all documents, and to obtain copies of any missing items by contacting the Standing Offer Authority as identified on the Page 1 of this RFSO. Failure to obtain any missing document(s) shall not relieve the Bidder from compliance with any obligation imposed by the RFSO, nor excuse the Bidder from the guidelines set out therein.



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PART 1 – GENERAL INFORMATION

1. INTRODUCTION

The RFSO is divided into seven (parts) plus annexes as follows:

Part I - General Information: provides a general description of the requirement and the call-up procedures.

Part 2 - Bidder Instructions: provides the instruction clauses and conditions applicable to the RFSO and states that the Bidder agrees to be bound by the terms and conditions contained in all parts of the RFSO.

Part 3 - Offer Preparation Instructions: provides Bidders 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 and the basis of selection.

Part 5 – Evaluation Criteria and Contractor Selection Method: indicates the evaluation criteria which must be addressed in the offer, the security requirement and the method for selection.

Part 6 – Certifications: the certifications to be provided.

Part 7A Standing Offer: includes the Standing Offer containing the offer from the Bidder and the applicable terms and conditions.

Part 7B Resulting Contract Clauses: includes the clauses or 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 and Security Requirement Checklist (SRCL).

2. SUMMARY

Translation and comparative editing services are required at NRCan and the documents are often needed on an urgent basis. Using a variety of media suitable to the purpose of the communication, NRCan routinely communicates in English and in French with senior management within the department, managers, human resource advisors, union officials and employees at the corporate, national, regional and local levels, as well as with personnel from other government departments and agencies, the private sector and the public.

NRCan’s ability to meet frequent short deadlines is directly related to its ability to produce all material in bilingual format quickly; consequently access to timely, quality translation services is essential.

NRCan is seeking to establish up to nine (9) Standing Offers (SO’s) for Translation Services in various streams as follows;

- Three (3) SO’s under the General Stream;
- Three (3) SO’s under the Technical Stream and;
- Three (3) SO’s under the Specialized Stream. One (1) of these SO’s under the specialized stream may be awarded to an aboriginal supplier that is deemed technically compliant. Details of each Stream for this request are detailed in the table below.

Table 1: Streams



Stream	Description/Examples
#1-General	
Administration and Management <ul style="list-style-type: none"> ▪ Including Economics and Finance 	<ul style="list-style-type: none"> ▪ General management documents ▪ Policy documents ▪ Administrative texts (letters, memos, etc.) ▪ Financial statements and charts
Human Resources Management	<ul style="list-style-type: none"> ▪ Job descriptions ▪ Statements of qualification
Communications	<ul style="list-style-type: none"> ▪ Press releases ▪ Speeches ▪ Publications ▪ Websites
#2-Technical	
Environment and Ecology	<ul style="list-style-type: none"> ▪ Technical manuals ▪ PowerPoint presentations ▪ Reports ▪ Websites ▪ Publications ▪ Policy documents
Animal and Plant Biology <ul style="list-style-type: none"> ▪ Including Entomology 	
Forestry and Forestry Service <ul style="list-style-type: none"> ▪ Including Silviculture and Fire 	
Energy <ul style="list-style-type: none"> ▪ Including Fossil Fuel-Based and Renewable Energy 	
Geology, Geodesy, Remote Sensing, Mapping and Geomatics	
Mining and Minerals/Metals Industry	
Explosives	
Natural Hazards	
Science and Technology	
#3- Specialized	
Other Languages <ul style="list-style-type: none"> • Requirements with a need for translation services in another language, i.e. Spanish, Mandarin, Inuktitut etc. Provide details of other language which the company is able to provide. 	

By means of this RFSO, Natural Resources Canada (NRCan) is seeking proposals from Bidders to provide translation and comparative editing services. The total cumulative value of the Standing Offers (SO) is estimated to be \$750,000.00 annually (estimated at 3,750,000.00 over five (5) years. The initial period is from date of issuance of the Standing Offers (expected to be April 1, 2015) to March 31, 2017.

The Standing Offers will be issued for an initial period of two (2) years. NRCan reserves the right to exercise the option to extend the standing offer (s) for up to three (3) additional periods of one (1) year.



A. Trade Agreements

This procurement is subject to the Agreement on Internal Trade (AIT).

B. Voluntary Set Aside Program for Aboriginal Business (PSAB)

Under the Procurement Strategy for Aboriginal Business (PSAB) priority will be given to an aboriginal business when selecting Supplier's for award of a Standing Offer (SO) under the **Specialized Stream**. At least One (1) Standing Offer will be awarded to an Aboriginal business that is deemed compliant in the list of suppliers for selection.

In order to be considered, a supplier must certify that it qualifies as an Aboriginal business as defined under PSAB and that it will comply with all requirements of PSAB.

3. OFFEROR SELECTION METHOD

Highest Combined Rating of Technical Merit and Price

The top three (3) Offerors under **each Stream** with the highest overall points based on a combined rating of technical merit (**70%**) and price (**30%**) will be recommended for Standing Offers. Under the Specialized Stream, at least one (1) of the possible three (3) Standing Offers under the Specialized Stream will be awarded to an Aboriginal business that is deemed technically compliant in the list of suppliers for selection.

Price point breakdown for financial Bid Evaluation

The financial evaluation will be broken down into two steps for the Translation and Comparative editing Services as follows;

- Translation Services

80% of the regular word rate and 20% of the urgent word rate for all the years will be given up to 80% of the available price points (24pts).

- Comparative Services

20% of the comparative editing rate for all the years will be given up to 20% of the available price points (6pts).

4. SECURITY REQUIREMENT

Although there may be various security requirements associated with resulting Call-ups under this standing offer, security is not a Mandatory requirement to be awarded a Standing Offer. The following are security requirements which may result in a Call-up.

4.1 RELIABILITY STATUS

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.



3. The Contractor/Offeror **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
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 “B”;
 - (b) Industrial Security Manual (Latest Edition).

OR

4.2 SECRET

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **SECRET**, with approved Document Safeguarding at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to **PROTECTED/CLASSIFIED** information, assets or sensitive work site(s) **must EACH hold a valid RELIABILITY STATUS, CONFIDENTIAL or SECRET clearance**, as required, granted or approved by CISD/PWGSC.
3. The Contractor **MUST NOT** utilize its **Information Technology** systems to electronically process, produce or store any sensitive **PROTECTED/CLASSIFIED** information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of **SECRET**.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex “B”;
 - b. *Industrial Security Manual* (Latest Edition).

OR

4.3 No Security Requirement

Call-ups for requirements that are not **PROTECTED/ CLASSIFIED** have no security requirement.

5.0 BIDDER RESPONSIBILITY RELATING TO SECURITY REQUIREMENTS

Security is not a Mandatory requirement for this Request for Standing Offer; however, as there may be a security requirement under a resulting “call-up” each Bidder is requested to indicate the current level of security for each proposed resource, i.e. Secret, Enhanced Reliability or None.



Bidders should indicate in their proposal which Security level has been obtained for each proposed personnel or what is the status of their application for security clearance, **if applicable**. For any inquiries regarding the status of application in process, Bidders should contact Canadian and International Security Division (CIISD) of the Department of Public Works and Government Services Canada (PWGSC) at **1-866-368-4646 or 1-613-948-4176**.

Bidders proposing personnel at the Secret level **MUST** also be in possession of a site clearance at Secret level as well.

Bidders are requested to provide the following information as part of their proposal with respect to each individual proposed.

SECURITY INFORMATION		
Requirement	Mandatory/Optional	Information provided by Bidder
Name of individual as it appears on security clearance application form	MANDATORY	
Date of Birth	OPTIONAL	
Level of security clearance obtained	MANDATORY	
Validity period of security clearance obtained	MANDATORY	
Security Screening Certificate and Briefing Form file number	MANDATORY	
Name of the entity under which the security clearance was obtained	MANDATORY (as applicable)	
Name of Federal Government Department under which security clearance was obtained. If the Federal Government Department is other than PWGSC, provide the name, telephone and fax numbers of the security clearance contact person within that department	MANDATORY (as applicable)	
If the security clearance is in the process, the date the application was submitted to CIISD with the level of security clearance requested	OPTIONAL	

For personnel security clearance obtained under another entity or with a Federal Government Department other than PWGSC, Bidders should contact the CIISD security officer as soon as possible to be guided through the process of completing any paperwork required to request a transfer, or a duplicate of the security clearance or a new application for security clearance as appropriate.

6.0 PAYMENT BY CREDIT CARD

Offerors are requested to indicate which of the following statements applies:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:



VISA _____
Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance/non-acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.



PART 2 – BIDDER INSTRUCTIONS

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

All instructions, clauses and conditions identified in the RFSO by title, number and date are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:
<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

Bidders who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the terms and conditions of the Standing Offer and Resulting Contract(s).

2006 (2014-06-26) Standard Instructions – Request for Standing Offers – Goods or Services are incorporated by reference into and form part of the RFSO. If there is a conflict between the provisions of 2006 and this document, this document prevails.

- **At General Information: *Delete* the content in its entirety and *insert*:**

One method of supply used by Natural Resources Canada (NRCAN) to satisfy the requirements of the department is to arrange with suppliers to submit a standing offer to provide goods, services or both during a specified period. NRCAN is then authorized to make call-ups against the standing offer detailing the exact quantities of goods or level of services they wish to order at a particular time, during the effective period of the standing offer in accordance with the predetermined conditions.

The process normally starts with a RFSO that suppliers may obtain through the Government Electronic Tendering Service (GETS). A RFSO is an invitation to suppliers to provide NRCAN with a standing offer. The quantity of goods, level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. A RFSO does not commit NRCAN to authorize the utilization of a standing offer or to procure or contract for any goods, services or both. A standing offer is not a contract. The issuance by NRCAN of a Standing Offer to successful suppliers and Call-up Authority to the department to make call-ups does not constitute an agreement by Canada to order any or all of the goods, services or both offered. The department may make one or several call-ups against a standing offer.

- **In the complete text content (except subsection 2.0): *delete* “Public Works and Government Services Canada” and *insert* “Natural Resources Canada”. *Delete* “PWGSC” and *insert* “NRCAN”.**
- **In subsection 1: *delete* “Canadian suppliers are required to” and *insert* “It is suggested that Canadian suppliers”**
- **In subsection 4.4: *delete* “sixty (60) days” and *insert* “ninety (90) days”**
- **In subsection 7.1: *delete* “819-997-9776” and *insert* “613-995-2920”**
- ***Delete* subsection 19.2: in its entirety**

2. SUBMISSION OF OFFERS

It is the Bidder’s responsibility to ensure that offers are delivered to the following location, by the time and date indicated on page 1 of this RFSO document:

Bid Receiving Unit – Mailroom
Loading Dock



Natural Resources Canada
588 Booth Street
Ottawa, Ontario K1A 0Y7
RFSO: NRCan-500015090
Attention: Leanne Callery

The onus is on the Bidder to ensure that the offer is delivered according to the instructions above. Not complying with the above instructions may result in NRCan's inability to ascertain reception date and/or to consider the offer prior to standing offer award. Therefore, NRCan reserves the right to reject any offer not complying with this instruction.

It is requested that the Bidder's name, return address, Request for Standing Offer Number, and Submission Closing Date appear legibly on the outside of the envelope containing the Bidder's offer. Failure to do so may result in offers being misdirected. **NRCan will not assume responsibility for offers directed to any other location.**

Due to the nature of the solicitation, transmission of offers by facsimile to Natural Resources Canada is **not** considered to be practical and therefore **will not be accepted.**

3. ENQUIRIES – RFSO

All enquiries are to be submitted to the Standing Offer Authority at least **(10) ten** calendar days before the RFSO closing date. Enquiries received after that time may not be answered before the RFSO closing date.

Bidders should reference as accurately as possible the numbered item of the solicitation document to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

4. APPLICABLE LAWS

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in Ontario.

The Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.



PART 3 – OFFER PREPARATION INSTRUCTIONS

1. GENERAL INFORMATION TO BIDDERS

- Seeking Clarifications of the RFSO Requirements During the Solicitation Process – It is the responsibility of the Bidder to obtain clarification of the requirements contained in the RFSO, if necessary, **prior** to submitting an offer;
- Substantiating Compliance with the RFSO Requirements – All requirements detailed in the RFSO, including Appendices and Annexes are **MANDATORY** unless it is specifically stated that the requirement is Desirable. The Bidder **MUST** provide sufficient details in its offer to substantiate compliance with what is required; all professional experience **MUST** be fully documented and substantiated in the offer(s).
- Offer Clarity and Completeness – It is essential that the elements contained in the Bidder offer be stated in a clear and concise manner and **in the order** required by the Evaluation Procedure stated in the RFSO. Failure to provide complete information as requested will be to the Bidder's disadvantage;
- Subcontracting – If a Bidder proposes to sub-contract with others for the purpose of presenting an offer, the names of all firms must be stated and the division of work between the companies shall be described in detail. The Bidder guarantees the due performance of any sub-contractors and agrees and understands that any subcontracting shall not release the Bidder of any or all of the Bidder's obligations, terms and conditions under the proposed contract.
- Offers from Individuals – Individuals may submit offers, and will be evaluated in the same manner as any other firm or supplier submitting an offer.
- Offers from Joint Ventures – In the event of an offer submitted by a contractual joint venture, the offer shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. (If a contract is awarded to a contractual joint venture, all members of the joint venture shall be jointly and severally or solidarily liable for the performance of the contract.

2. OFFER PREPARATION INSTRUCTIONS

Natural Resources Canada encourages the use of recycled paper and two-sided printing. Reduction in the size of documents will contribute to Natural Resources Canada's sustainable development initiatives and reduce waste.

It is requested that Bidders provide their offer in **separately bound sections** as follows:

Section I: Technical offer 4 hard copies (one of which is an original copy)

Section II: Financial offer 1 hard copy (separate envelope)

Section III: Certifications 1 hard copy



No payment shall be made for costs incurred by the Bidder in the preparation and submission of an offer in response to this RFSO.

All fees, associated with the transfer of data or of all documents as may be required by NRCan as part of the solicitation process, are the responsibility of the Bidder. No costs incurred by the Bidder before receipt of a signed standing offer or specified written authorization from the Standing Offer Authority can be charged to any resulting contract.

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

It is requested that offers follow the response format/instructions as detailed below:

- (a) use 8.5 x 11 inch paper;
- (b) use a numbering system that corresponds to the RFSO and Statement of Work.

Section I: Technical Offer

In its technical offer, the Bidder must demonstrate its understanding of the requirement described in the RFSO and Annex A, Statement of Work, as well as demonstrate how the Bidder will meet the requirements as detailed in Part 5, article 1 Mandatory Technical Criteria and article 2 Point Rated Criteria.

Section II: Financial Offer (separate envelope)

The Bidder must submit its financial offer in accordance with Part 5, article 3 Financial Evaluation. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

Section III: Certification Requirements

Certifications Precedent to Issuance of Standing Offer

In order to be issued a standing offer, the certifications detailed in Part 6 under Certifications Precedent to Issuance of Standing Offer are required. Canada may declare an offer non-responsive if the certifications are not submitted or completed when requested. Where Canada intends to reject an offer pursuant to this paragraph, the Standing Offer Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement.

Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada during the offer evaluation period (before issuance of standing offer) and after issuance of standing offer. The Standing Offer Authority will have the right to ask for additional information to verify the Bidder's compliance with the certifications before issuance of standing offer. The offer will be declared non-responsive if it is determined that any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Any failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

3. PAGE 1 OF THE RFSO DOCUMENTS – BIDDER MUST COMPLETE AND SIGN



The Bidder **MUST** complete, sign and date Page 1 of the RFSO (including the name of the submitting organization, the name of the authorized signing person, appropriate addresses, telephone and facsimile numbers, business contact, and the Procurement Business Number (PBN); as the signature indicates acceptance of the terms and conditions set out in the RFSO, the Bidder **MUST** ensure that the signatory has the authority within its organization to commit the Bidder by making such a contractual offer.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES

- (a) Offers received will be assessed in accordance with the entire requirement of this Request for Standing Offer including the Statement of Work, the technical and financial evaluation criteria specified below and the Contractor Selection Method.
- (b) All offers shall be treated as CONFIDENTIAL and will be made available only to those individuals authorized to participate in the evaluation process. All Offers will be subject to the terms of the *Access to Information Act* and to other applicable law or orders of courts or other tribunals having jurisdiction.
- (c) An Evaluation Team will evaluate the offers on behalf of NRCan. While the Evaluation Team will normally be comprised of representatives of NRCan, it *may* also include representatives from other Government Departments and Agencies or third party participants as selected by NRCan.

2. RIGHTS OF NRCAN

NRCan reserves the right to:

- Seek clarification or obtain verification of statements made in a offer;
- Reject any or all offers received in response to this RFSO;
- Enter into negotiations with one or more Bidders on any or all aspects of its offer;
- Accept any offer in whole or in part without prior negotiation;
- Cancel and/or re-issue this RFSO at any time;
- Verify any or all information provided by the Bidder with respect to this RFSO including references;
- Retain all offers submitted in response to this RFSO;
- Declare an offer non-compliant if NRCan determines during the evaluation phase, that the Bidder does not have the legal status, facilities or technical, financial and managerial capabilities to fulfill the requirements stated herein;
- Discontinue the evaluation of any offer which is determined, at any stage of the evaluation process, to be non-compliant.

3. EVALUATION PROCESS

The Evaluation Process will be conducted in four (4) stages as follows: **If the Bidder is deemed non-responsive/non-compliant at any time during any stage of the evaluation, the offer may, at the sole discretion of Natural Resources Canada set aside and given no further consideration.**

1. In Stage 1, the offer will be evaluated against the General Mandatory Requirements stated throughout the RFSO (including Annex A and excluding any Technical Mandatory Requirements/Rated Requirements detailed in Part 5);
2. In Stage 2, the offer will be evaluated against the Technical Mandatory Requirements of Part 5 to the RFSO;
3. In Stage 3, the offer will be evaluated against the Technical Rated Requirements Criteria of Part 5 to the RFSO (if Rated Requirements are applicable);



4. In Stage 4, the proposed successful Bidder will be determined in accordance with the Contractor Selection Method stated in Part 5 to the RFSO.

4. AWARD NOTICE/ OFFER EVALUATION DEBRIEFING

A notice will be prepared and published on the Buy and Sell system (<https://buyandsell.gc.ca/procurement-data/tenders>) within 72 days after award of any standing offer. Bidders may request and receive a debriefing provided that a written request is received by e-mail at lallery@nrcan.gc.ca no later than thirty (30) calendar days from the published date of the Award Notice.

Bidders are requested to direct any additional questions they may have respecting this competitive solicitation process to the Standing Offer Authority detailed herein.



PART 5 – EVALUATION CRITERIA AND CONTRACTOR SELECTION METHOD

5.1 MANDATORY TECHNICAL CRITERIA

The Mandatory Requirements listed below will be evaluated on a simple pass/fail (i.e. compliant/non-compliant) basis. Offers which fail to meet any one (1) of the Mandatory Requirements will be deemed non-responsive and given no further consideration.

	Description	Proposal Page #
<p>M1</p>	<p>Firm: The Bidder must clearly identify each stream to which it is applying for below.</p> <p>M1.2 Streams:</p> <p><input type="checkbox"/> 5.1.1 General</p> <p><input type="checkbox"/> 5.1.2 Technical</p> <p><input type="checkbox"/> 5.1.3 Specialized</p>	
<p>M2</p>	<p>The Bidder MUST provide two (2) client references. The references MUST be current, within the last five (5) years. Please ensure that contact information is up-to-date.</p>	
<p>M3</p>	<p>Resources: Resources are considered to be those performing the Service and performing Quality Control.</p> <ul style="list-style-type: none"> • In order to provide continuity of services, the Bidder MUST demonstrate that they have a minimum of three (3) qualified Resources to provide Translation and Comparative editing Services to NRCan. • At a minimum, each proposed Resource MUST possess a minimum of a Bachelor’s Degree in translation services or degree in a related discipline, from a Canadian University, or equivalent from a foreign institution, as determined by the Canadian Centre for International Credentials. http://www.cicic.ca/en/index.aspx • At a minimum, each proposed Resource MUST demonstrate a minimum of eight (8) years of experience in providing Translation Service, within fifteen(15) years of the closing date of the RFSO. • At a minimum, each proposed Resource MUST demonstrate a 	



	<p>minimum of five (5) years of experience within the Stream, that has been applied for, within ten (10) years of the closing date of the RFSO.</p> <ul style="list-style-type: none"> The résumé (max. 2 pages) of each of the proposed personnel MUST be presented and MUST indicate all professional experience gained in the Stream(s) providing Translation and Comparative editing Services. <p>This experience must be demonstrated in “year-months” of experience and documented in the offer.</p>	
M4	<p>Vendors Electronic Procurement Capabilities:</p> <p>3.1 The Bidder must demonstrate its level of technical ability to:</p> <ul style="list-style-type: none"> Accept electronic orders Send electronic confirmations Provide electronic status updates Provide electronic account statements Work in a variety of electronic formats as described in section SW4.7 in the Statement of Work. <p>3.2 The Bidder must provide the e-mail address of its single point e-mail ordering process. If the Bidder has an electronic website describing its company and services, it must provide its URL address as well.</p>	
M5	<p>Certifications:</p> <p>The Bidder MUST complete, sign and date Page 1 of the RFSO.</p> <p>It is requested that all of the following be included: the name of the submitting organization, the name of the authorized signing person, appropriate addresses, telephone and facsimile numbers, business contact, and the Procurement Business Number (PBN).</p>	

5.2 POINT RATED CRITERIA

The criteria contained herein will be used by NRCan to evaluate each offer that has met all of the Mandatory Requirements. Bidders are advised to address these requirements in the following order and in sufficient depth in their offers to enable a thorough assessment. NRCan’s assessment will be based solely on the information contained within the offer. NRCan may confirm information or seek clarification from Bidders.

Offerors **MUST** achieve the stated minimum points required to be assessed as responsive under the Rated Requirements Section; offers not meeting the minimum required points will be deemed non-responsive and given no further consideration.

Only those offers which are compliant with all of the Mandatory Requirements and then achieve (or exceed) the stated minimum points will be further considered for award of a contract.

5.2.1 Rated Evaluation Criteria



Criteria Number	Rated Requirements	Maximum available points	Offer Page #
R1	<p>Firm</p> <ul style="list-style-type: none"> The Bidder must clearly identify the process and procedures that will be used to ensure that Quality Control is ensured with each and every deliverable. <p>Points to be allocated as follows:</p> <p>Description outlines that Quality Control will be part of the process to handle each requirement and the procedures that will be followed. Process includes Quality Control being performed by a different resource than who performed the translation service. (30 points)</p> <p>Description outlines that Quality Control will be part of the process to handle each requirement and the procedures that will be followed. However, there is no mention of a different resource performing this task. (15 points)</p> <p>Description minimally addresses Quality Control as being a part of the process, but provides no outline of procedures or mention of alternate resource performing this task. (10 points)</p>	30 points	
R2	<p>Resources:</p> <p>2.1 Resources are considered to be those performing the Service and performing Quality Control.</p> <ul style="list-style-type: none"> The proposed resource(s) has demonstrated experience providing translation Service in excess of the minimum eight (8) years within the last fifteen (15) years of the closing date of the RFSO <p>Each additional year (12 months) = 2 point to a maximum of 14 points.</p> <ul style="list-style-type: none"> The proposed resource(s) has demonstrated experience within the stream(s) applied for in excess of the minimum of five (5) years within ten (10) years of the closing date of the RFSO. <p>Each additional year (12 month) = 2 point to a maximum of 10 points.</p>	24 points	



Criteria Number	Rated Requirements	Maximum available points	Offer Page #
	<p>2.2 Both references provided must be able to attest to the quality and success of the work undertaken by the Bidder by providing the following responses:</p> <p>On a scale from one to five (five being the best), how would you rate Bidder’s overall performance on the following:</p> <ul style="list-style-type: none"> ○ Question#1: The Bidder’s ability to meet timelines. ○ Question#2: The quality of the deliveries for services requested. <p>Evaluated based on a maximum of 5 points per reference response to each question using the rating scale below.</p> <p>5 points = Excellent 3 points = Good 0-2 point = Poor/Unsatisfactory</p> <p>Maximum of 20 points (10 points per reference check)</p>	20 points	
R3	<p>Vendors Electronic Procurement Capabilities:</p> <p>3.1 The Bidder must demonstrate its level of technical ability to (max. 1 page):</p> <ul style="list-style-type: none"> ▪ Accept electronic orders ▪ Send electronic confirmations ▪ Provide electronic status updates ▪ Provide electronic account statements ▪ Work in a variety of electronic formats, as described in section SW4.7 in the Statement of Work. <p>Maximum of 1 point per area demonstrated fully</p>	5 points	
R4	<p>Some documents sent to Offerors for translation and or Comparative editing may only require translation or editing for designated passages. These may be from a translation memory tool or have highlighted pre-translated passages within the document.</p> <p>Please indicate your ability to accept pre-translated text and charge only for the portion of work which requires translation</p> <p><input type="checkbox"/> The bidder will Accept Pre-translated text and charge only for the portion of work which requires translation (10 points)</p> <p><input type="checkbox"/> The bidder will Not Accept Pre-translated text (0 points)</p>	10 points	



Criteria Number	Rated Requirements	Maximum available points	Offer Page #
	Total Available Points	89 points	
	Total points required to be considered Compliant	53 points	



PART 6 - FINANCIAL EVALUATION

6.1 Taxes as Related to Offers Received

For Canadian-based Bidders, prices/rates, as applicable, must be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable **included**, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, **excluded**;

For foreign-based Bidders, prices/rates, as applicable, must be firm (in Canadian funds) and **exclude** Canadian customs duties, excise taxes and GST or HST, as applicable. Canadian customs duties and excise taxes payable by the consignee will be added, for evaluation purposes only, to the prices submitted by foreign-based Bidders.

6.2 Financial Offer (Pricing details to be provided separate envelope)

The Bidder hereby offers to NRCan, as requested by the Minister, to furnish all necessary expertise, supervision, materials, equipment and other items necessary to performing the work as described in the Statement of Work of the Request for Standing Offer and in accordance with the terms and conditions of the Request for Standing Offer, to the satisfaction of the Minister, or his or her authorized representative, for the following price(s):

6.3 Price Breakdown of Offer – Bidder must provide financial details

The Bidder must provide the price breakdown for the work in Canadian funds, GST/HST excluded, to perform the work from the date of standing offer award to March 31, 2017 and for each Optional Periods identified below.

During the term of the Standing Offer, on an annual basis, Offerors' may reduce their "per word rate" for the specified period of the agreement.

6.4 BIDDER FINANCIAL OFFER - PRICING DETAILS TO BE COMPLETED BY THE BIDDER

6.5 Financial Offer

Translation Services: price weighting of 0.8(worth up to 24 points of the financial merit)

Bidders Must provide a regular and urgent per word rate for the initial contract period and for **ALL** three (3) optional periods for the stream (s) they have applied for as per Mandatory Criteria #1 (M1).

Comparative editing: price weighting of 0.2 (worth up to 6 points of financial merit)

Bidders may provide pricing for comparative editing services for the initial contract period and **ALL** three (3) periods indicated however, if pricing is not provided for this area bidders will receive zero (0) out of the available six (6) points.

The Bidder hereby offers to Natural Resources Canada, as requested by the Minister, to furnish all necessary expertise, supervision, materials, equipment and other things necessary to perform the work as described in the Statement of Work of the REQUEST FOR STANDING OFFER and in accordance with the terms and



conditions of the REQUEST FOR STANDING OFFER, to the satisfaction of the Minister, or his authorized representative, for the following price(s):

Financial Pricing Part#1

For Translation Services (cost per word): English to French/ French to English

A. Contract award to March 31, 2017				
	Stream	Cost per word rate Regular (\$/word)x0.8	Cost per word rate Urgent (\$/word)x0.2	Total weighted Cost= per word rate (regular + urgent (\$/word))
1	General Stream	\$	\$	A1\$
2	Technical Stream	\$	\$	A2\$
3	Specialized Stream	\$	\$	A3\$
B. Option Period#1 (April 1, 2017 to March 31, 2018)				
1	General Stream	\$	\$	B1\$
2	Technical Stream	\$	\$	B2\$
3	Specialized Stream	\$	\$	B3\$
C Option Period#2 (April 1, 2018 to March 31, 2019)				
1	General Stream	\$	\$	C1\$
2	Technical Stream	\$	\$	C2\$
3	Specialized Stream	\$	\$	C3\$
D Option Period#3 (April 1, 2019 to March 31, 2020)				
1	General Stream	\$	\$	D1\$
2	Technical Stream	\$	\$	D2\$
3	Specialized Stream	\$	\$	D3\$

Breakdown of cost for evaluation:

Note: since the first period covers two (2) years, the weighting is doubled for that period:

General Stream = (0.8 x regular rate) + (0.2 x urgent rate)

Evaluated Cost = The sum of all weighted costs for all years of the contract (Weighted Cost of 2*A1 + weighted cost of B1 + weighted cost of C1 + weighted cost of D1)



Technical Stream = (0.8 x regular rate) + (0.2 x urgent rate)

Evaluated Cost = The sum of all years of all weighted costs for all years of the contract (Weighted Cost of 2*A2 + weighted cost of B2 + weighted cost of C2 + weighted cost of D2)

Specialized Stream = (0.8 x regular rate) + (0.2 x urgent rate)

Evaluated Cost = The sum of all years of all weighted costs for all years of the contract (Weighted Cost of 2*A3 + weighted cost of B3 + weighted cost of C3 + weighted cost of D3)

Financial Pricing Part#2

For Comparative Editing Services (cost per hour): French and or English

Period	Cost per hour (\$/hr)
A Contract award to March 31, 2017	
Comparative Editing	\$
B. Option Period#1 (April 1, 2017 to March 31, 2018)	
Comparative Editing	\$
C Option Period#2 (April 1, 2018 to March 31, 2019)	
Comparative Editing	\$
D Option Period#3 (April 1, 2019 to March 31, 2020)	
Comparative Editing	\$
Total evaluated Averaged Price Evaluated Price=(2*A+B+C+D)/4=Price to be used for evaluation.	\$

6.6 Option to Extend Contract

The Bidder hereby grants to NRCan an irrevocable option to extend the period of the Standing Offer for up to three (3) additional twelve (12) month periods, under the same terms and conditions. NRCan may exercise the option, or any extension thereof, at any time by written notice to the Bidder (Standing Offer Holder) at least 30 calendar days prior to the contract expiry date.

The Contractor agrees that, during the extended period of the Contract, the rates/prices will be in accordance with the provisions of the SO.

The option may only be exercised by the Standing Offer Authority and any extension to the period will be evidenced through a formal amendment issued by the Contracting Authority.



6.7 PROPOSALS WHICH DO NOT CONTAIN THE ABOVE-MENTIONED DOCUMENTATION OR WHICH DEVIATE FROM THE PRESCRIBED COSTING FORMAT, INCLUDING BUT NOT LIMITED TO CAVEATS AND NOTES, MAY BE CONSIDERED INCOMPLETE AND NON-RESPONSIVE AT THE SOLE DISCRETION OF NRCAN. .

7. OFFEROR SELECTION METHOD

Highest Combined Rating of Technical Merit and Price

The top three (3) Offerors under each Stream with the highest combined rating of technical merit (70%) and price (30%) will be recommended for Standing Offer.

In the case of a tie between two Offerors with the same Total Points Achieved, a fourth Offeror may be awarded an SO in the Stream being evaluated.

The following is an explanatory **EXAMPLE** of how an evaluation could unfold under selection of Bidders under the **General Stream for Translation and Comparative editing Services**:

Bidders		(A)	Translation Services	Translation Services (B)	Comparative Editing	Comparative Editing (C)	(A+B+C)	
	Technical Score Achieved out of 50	Technical Points achieved of (70%)	Evaluated cost per word rate (based on weighting in Financial proposal (regular 80% + Urgent 20%))	Price Points (30% x 0.8)	Evaluated Cost per hour	Price Points (30%x0.2)	Bidder's Total Points Achieved	Finalist for award of an SO
Bidder 1	33.5	46.9	\$0.71	19.27	\$57.50	4.70	70.87	5
Bidder 2	35	49	\$0.65	21.05	\$47.00	5.74	75.79	4
Bidder 3	50	70	\$0.81	16.88	\$55.00	4.91	91.79	2
Bidder 4	42	58.8	\$0.85	16.09	\$50.00	5.4	80.29	3
Bidder 5	48	67.2	\$0.57	24	\$45.00	6	97.20	1

Offerors awarded an SO under the General Stream are highlighted above. Note that, each of the finalists recommended for issuance of SOs are deemed to be equal in terms of best value to the Crown. Usage will NOT be based on “right of first refusal” nor “proportional” basis.

Assumptions:

- At least five (5) compliant (responsive) bids were received in response to the General Stream
- The maximum technical score that can be obtained is 50 points.

Based on the calculations above SO’s would be awarded to three (3) Bidders under the General Stream based on the top three (3) Offerors scoring the highest Total Points as a result of applying the Best Value Calculations to the technical bid and the bid price respectively. The same calculation would be used to list the awards under the Technical Stream and Specialized Stream.

Note:



Under the Procurement Strategy for Aboriginal Business (PSAB), if there is a technically compliant Aboriginal Supplier priority will be given to this Bidder when selecting Supplier's for award of one (1) of the three (3) Standing Offers (SO) under the Specialized Stream. At least one (1) of the possible three (3) Standing Offers under the Specialized Stream will be awarded to a Aboriginal business that is deemed technically compliant in the list of suppliers for selection.



PART 7 – CERTIFICATIONS

6.1 Certifications precedent to issuance of Standing Offer (SO)

In order to be considered for issuance of a standing offer, a Bidder whose offer is technically and financially responsive, must meet the following conditions.

Bidders must provide the required certifications to be awarded a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications that Bidders provide to Canada is subject to verification by Canada during the offer evaluation period (before award of a standing offer) and after award of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify the Bidders' compliance with the certifications before award of a contract. The offer will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. UNDERSTANDING THE REQUIREMENT

We certify that this RFSO including any and all appendices have been reviewed in all details and is completely understood by the Bidder in order to submit its offer.

Signature of Authorized Company Official

Date

2. BIDDER CERTIFICATION

“We hereby certify that all information provided herein is accurate. Furthermore we have satisfied ourselves that the personnel proposed by us for this requirement are capable of satisfactorily performing the requirement describing herein. In addition, we certify that individuals proposed will be available until completion of the contract including options years. Also that the work specified herein can be met in a timely manner, and will be achieved within the time frame allocated.”

Signature of Authorized Company Official

Date

3. PRICE CERTIFICATION

The Bidder certifies that the price quoted in this offer is not in excess of the lowest price charged anywhere else, including its most favoured customer, for like quality and quantity of the services, does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of services of like quality and quantity, and does not include any provision for discounts to selling agents.



Signature of Authorized Company Official

Date

4. FORMER PUBLIC SERVANT CERTIFICATION

Definitions

For the purposes of this clause,

"former public servant" means a 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 and includes:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made up 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 Public Service.

"pension" means a pension payable pursuant to the *Public Service Superannuation Act*, R.S., 1985, c. P-36 as indexed pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Bidder 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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting an offer, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature of Authorized Company Official

Date

5. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

Federal Contractors Program for Employment Equity - \$200,000 or more

- 1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

- 2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form [LAB 1168](#), Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
- 3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture



- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the [FCP](#) is available on the HRSDC Web site.

Signature of Authorized Company Official

Date

6. STATUS AND AVAILABILITY OF RESOURCES

The Bidder 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 Bidder is unable to provide the services of an individual named in its offer, the Bidder may propose a substitute with similar qualifications and experience. The Bidder 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 Bidder: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder 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 Bidder must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

Signature of Authorized Company Official

Date



7. Certification for Aboriginal Businesses Only

A portion of this requirement is set aside under the federal government's Procurement Strategy for a Aboriginal Business, as detailed in [Annex 9.4: Requirements for the Set-aside Program for Aboriginal Business](#), of the *Supply Manual*.

2. The Offeror:
 - i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
 - ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Offeror must check the applicable box below:
 - i. The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Offeror must check the applicable box below:
 - i. The Aboriginal business has fewer than six full-time employees.
OR
 - ii. The Aboriginal business has six or more full-time employees.
5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.
6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

8. Owner/Employee Certification - Set-aside for Aboriginal Business (si applicable)

1. I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the [Supply Manual](#) entitled "Requirements for the Set-Aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date



PART 8— STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. OFFER

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

2. SECURITY REQUIREMENT

There are various security requirements which may result from Call-ups associated with this standing offer. (See Resulting Contract Clauses)

3. INTELLECTUAL PROPERTY

The Crown will retain in perpetuity full ownership of the Intellectual Property pertaining to all original material. All Intellectual Property derived from the resultant Contract including copyright in all new materials created pursuant to the contract shall vest in the Crown in accordance with Exception 6.5 of the Treasury Board Policy on Intellectual Property Arising under Crown, **where the Foreground consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.**

4. STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Standing Offer and resulting Contract(s) by title, number and date are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:
<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

4.1 General Conditions

2005 (**2014-06-26**) General Conditions - Standing Offers - Goods or Services, apply to and form part of this Standing Offer. If there is a conflict between the provisions of 2005 and this document, this document prevails.

5. TERM OF STANDING OFFER

5.1 Period of Standing Offer

The period for making Call-ups against the Standing Offer is from (*to be determined*) to (*to be determined*).

5.2 Extension of Standing Offer

The SO Holder hereby grants to NRCan the irrevocable option to extend the terms of the SO for up to three (3) additional twelve (12) month periods, under the same terms and conditions. NRCan may exercise this option at any time by written notice to the SO holder at least 30 calendar days prior to the SO expiry date or any extension thereof. The option may only be exercised by the SO Authority, and any extension of the SO period will be evidenced through a formal SO Amendment.



6. AUTHORITIES

6.1 Standing Offer Authority

The Standing Offer Authority for the Standing Offer is: *(to be inserted at SO award)*

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, they are responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.2 Project Authority

The Project Authority for the Standing Offer is: *(to be inserted at SO award)*

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

6.3 Bidder's Representative *(to be inserted at SO award)*

7. IDENTIFIED USERS

The Identified User authorized to make call-ups against the Standing Offer is: *(to be inserted at SO award)*

8. CALL-UP PROCEDURES

NRCan Shall award Call-ups to any of the Offerors below based on but not limited to the following factors:

- The Stream the work is request under;
- The level of security clearance required to conduct the services and;
- The language in which the required services will be translated.

9. CALL-UP INSTRUMENT AND PROCEDURE

Note: NRCan may order translation and Comparative editing services from any of the final holders issued Standing Offers at its sole discretion.

1. Work not exceeding \$5,000.00 including all applicable taxes

Work not exceeding \$5000.00 may be acquired using a credit card if accepted by the Vendor or by a call-up otherwise. It is understood by the Offeror that upon utilization of an acquisition card, the Contractor continues to adhere by the terms and conditions of this Standing Offer

2. Work exceeding \$5000.00 including all applicable taxes

The Work will be confirmed by identified User(s) using form Departmental 942 form "Call-up against a Standing Offer".



10. CALL-UP LIMITATION

The Call-up limitation for this Standing Offer is 40K.

11. LIMITATION OF EXPENDITURE

The total cost to Canada resulting from call-ups against the Standing Offers must not exceed the sum of *(amount to be determined and inserted at SO award)* (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Bidder 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 Bidder must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Bidder considers that the said sum may be exceeded, the Bidder must promptly notify the Standing Offer Authority

12. PRIORITY OF DOCUMENTS

If there is a discrepancy between the wordings of any documents which appear on the list, the wording of the document which first appears on the list has priority over the wording of any document which subsequently appears on the list.

- (a) the call up against the Standing Offer, including any annexes;
- (b) the Standing Offer;
- (c) the supplemental general conditions;
- (d) General conditions 2005 **(2014-06-26)** General Conditions - Standing Offers - Goods or Services;
- (e) Annex A Statement of Work;
- (f) the Bidder's offer dated; *(to be inserted at SO award)*

13. CERTIFICATIONS

13.1 Compliance

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

14. APPLICABLE LAWS

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in the province of Ontario.

15. REPLACEMENT OF PERSONNEL

Any replacement of personnel under the Standing Offer must be acceptable to the Standing Offer Authority.



All services rendered may be reviewed within a reasonable time from commencement of the Agreement on the basis of quality and adherence to the Client's schedule and standards. Personnel assigned must be capable of performing the Work at a level of competence deemed acceptable by the Client.

Should personnel be found unsuitable to perform the services, and upon written advice from the Standing Offer Authority, the Contractor must implement suitable corrective action, within thirty (30) days, after written notice by Standing Offer Authority. Any replacement proposed must achieve a total weighted candidate score equal to or superior to the resource being replaced. Any cost associated with such replacement will be to the Contractor's own account.

16. CONTRACTORS REPORTING REQUIREMENTS

On a quarterly basis within ten (10) days of month end for **June, September, December and March** the Standing Offer Holder **MUST** provide details usage under the Standing Offer Agreement (SOA). The following details are to be included a report which shall be submitted to the Standing Offer Authority:

lcallery@nrcan.gc.ca

Quarterly SOA Usage Report for the month of: _____						
	Call up#	Call-up amount (\$)	NRCan's client contact name	Method of Payment (i.e PO or Credit Card)	Comments	Stream Service completed under
1						
2						
3						
Total SOA expenditure spent in previous reporting (\$)		\$				
Total SOA expenditure to date		\$				



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.

2. SECURITY REQUIREMENT

There are various security requirements associated which may be required in a resulting Call-up against this Standing Offer.

2.1 RELIABILITY STATUS

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror **MUST NOT** remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
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 "B";
 - (b) Industrial Security Manual (Latest Edition).

OR

2.2 SECRET

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, with approved Document Safeguarding at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) **must EACH hold a valid RELIABILITY STATUS, CONFIDENTIAL or SECRET clearance**, as required, granted or approved by CISD/PWGSC.



3. The Contractor **MUST NOT** utilize its **Information Technology** systems to electronically process, produce or store any sensitive PROTECTED/CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of **SECRET**.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex "B";
 - b. *Industrial Security Manual* (Latest Edition).

OR

4.1 Call-ups for requirements that are not **PROTECTED/ CLASSIFIED** have no security requirement.

3. STANDARD CLAUSES AND CONDITIONS

3.1 General Conditions

2010B (2014-09.25) General Conditions – Medium Complexity - Services, apply to and form part of the Contract. **As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).**

3.2 Supplemental General Conditions

3.2.1 International Sanctions

- (1) Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions. Details on existing sanctions can be found at:
<http://www.international.gc.ca/international/index.aspx?lang=eng>
- (2) The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- (3) By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor must immediately inform Canada of the situation and the procedures applicable to force majeure will then apply.

3.2.2 Dispute Resolution

Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.



Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

Organizations are encouraged to select from one of the following two options:

Option 1: 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, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their 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.

Option 2: 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.

3.2.3 Foreign Nationals (Canadian Contractor) *(To be completed at contract award)*

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

3.2.4 Foreign Nationals (Foreign Contractor) *(To be completed at contract award)*



SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

3.2.5 Compliance with Mandatory Certifications

Compliance with the Certifications provided by the successful Offeror (Contractor) is a condition of the Contract and is subject to verification by Canada during the entire period of the Contract. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor in its offer is untrue, whether made knowingly or unknowingly, the Minister shall have the right, pursuant to the default provisions of the Contract, to terminate the Contract for default.

3.2.6 Values and Ethics

In carrying out the Work under the terms and conditions of this Contract, the Contractor shall adhere to the provisions and practices of the Values and Ethics Code for the Public service (2003), namely, but not restricted to, the provisions pertaining to Respect for Diversity, Human Dignity and People Values. The following link provides the policy reference. <http://www.tbs-sct.gc.ca/ve/about-code-enbref-eng.asp>

3.2.7 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



4. TERMS OF PAYMENT

4.1 Delivery Date

Delivery must be completed in accordance with the Call-up and expected timelines as stated in the request for work and Statement of Work.

5. PAYMENT

5.1 Basis of Payment

5.1.2 Fixed Price Call-up

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in the contract for a cost of \$ _____ *(To be completed at contract award)*, Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

OR

5.1.3 Ceiling Price Call-up

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, to a ceiling price of \$ _____ *(insert amount at contract award)*, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

5.2 Method of Payment

5.2.1 Payment via Credit Card (Not exceeding \$5000 inclusive of applicable taxes)

Request against a Standing Offer acquired and paid for with a credit card must adhere to the same prices and terms and conditions as per the Standing Offer.

Payments at point of sale for call-ups against the Standing Offer made by credit card will not be subject to the Payment and Interest on Overdue Accounts.

OR

5.2.2 Invoicing (Call-up against a standing offer via a departmental call-up 942 document)

Against invoices submitted upon completion in accordance with the Basis of Payment and certification by the Project Authority that work performance was satisfactory and acceptable.



Payment by Her Majesty, to the contractor, for the work shall be made upon completion or within thirty (30) days following the delivery and acceptance of all deliverables specified in the contract or the date of receipt of a duly completed invoice, whichever date is the later.

Payment by Canada for the Work will be made following delivery, inspection and acceptance of the Work, and upon presentation of invoices and any other substantiating documentation as Canada requires.

6. INVOICING INSTRUCTIONS (FOR PAYMENTS OF SERVICES MADE VIA A CALL-UP 942 DOCUMENT)

Invoices shall be submitted using **one of the following methods:**

E-mail:

OR Fax:

Invoicing@NRCan.gc.ca

Local NCR region: **613-947-0987**

Toll-free: **1-877-947-0987**

Note:

Attach "PDF" file. No other formats will be accepted

Note:

Use highest quality settings available.

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers:

Call-up number: *(to be indicated on each individual Call-up)*

Reference: Standing Offer Number: **XXXXXXXX**



ANNEX A

STATEMENT OF WORK

SW1 Background

Natural Resources Canada (NRCan) is a federal government department specializing in the sustainable development and use of natural resources, energy, minerals and metals, forests and earth sciences. At NRCan, we deal with natural resource issues that are important to Canadians. We look at these issues from both a national and international perspective, using our expertise in science and technology, policy and programs. How we manage our land and resources today will determine the quality of life for Canadians both now and in the future. Visit NRCan on the web at: <http://www.nrcan.gc.ca/home>.

NRCan has evolved a great deal over the years. Today, we focus on core federal responsibilities and play an increasingly active role at the international level. Most importantly, we have reoriented our policies, and science and technology programs to encourage sustainable development: the integration of economic, social and environmental objectives in decisions to develop energy, forestry and mineral resources.

- NRCan's **Earth Sciences Sector** provides geoscience and geomatics information to support public policy decisions. This sector also provides support for polar science, as well as expertise and technology to help clients exploit domestic and foreign markets.
- The **Canadian Forest Service** has two main objectives — to promote the sustainable development of Canada's forests, and the competitiveness of the forest industry. The Canadian Forest Service delivers its science and technology program through five regional labs.
- The **Minerals and Metals Sector** encourages the sustainable development of Canada's mining industry, including minerals and metals. This sector provides policy advice and commodity and statistical information. It is also the federal government's primary source of expertise on explosives regulations and mining, minerals and metals technology.
- The **Energy Policy and the Energy Technology and Programs Sectors** promote the sustainable development and safe and efficient use of Canada's energy resources. They also provide technical knowledge and advice to the energy industry and to government. Their knowledge base helps the Canadian government create policies, implement regulations, meet international commitments and enhance job creation and economic growth.
- The **Corporate Services Sector** and the **Shared Services Office** provide: financial; real property; environment and security; information management; and, human resources services.
- Under **Direction and Coordination**, there is a Corporate Policy and Portfolio Coordination Branch, and Communications Branch, and an Audit and Evaluation Branch, as well as the Executives Offices of the department. The services these areas provide improve performance measurement and accountability, ensure an integrated approach to departmental policy and planning, and help Canadians, clients and employees understand NRCan's mandate and programs.

NRCan is committed to improving the quality of life of all Canadians through the sustainable development of our natural resources contributing to their economic importance and to a strong society and communities through knowledge, innovation, technology and international leadership. We can best achieve this goal by working with Canadians from coast to coast to coast in the regions where they live. NRCan maintains sites across Canada, servicing the Atlantic, Quebec, Ontario, Prairie, Pacific and Northern Regions.



The requirement for translation and comparative editing services has increased at NRCan and the documents are often needed on an urgent basis. Using a variety of media suitable to the purpose of the communication, NRCan routinely communicates in English and in French with senior management within the department, managers, human resource advisors, union officials and employees at the corporate, national, regional and local levels, as well as with personnel from other government departments and agencies, the private sector and the public.

NRCan’s ability to meet frequent short deadlines is directly related to its ability to produce all material in bilingual format quickly; consequently access to timely, quality translation and comparative editing services is essential.

SW2 Objective

NRCan has a requirement for the provision of translation and comparative editing services to complement existing channels. The objective is to reduce costs, provide one-stop shopping with standardized quality translation and or comparative editing services delivered on a timely basis, streamline internal business processes and improve overall process efficiencies at NRCan.

NRCan is seeking to establish up to nine (9) Standing Offers (SO’s) for translation and comparative editing services of English to French and French to English amongst three (3) Streams. Work may be completed under a General, Technical and Specialized Stream.

SW3 Scope of Work

The successful Standing Offer Holders will be expected to provide translation services as per the schedule shown in Table 2 herein. The expected delivery time is estimated per type of services, i.e. regular or urgent. The estimated delivery time provided in Table 2 herein can be lengthened by the Call-up Authority upon review of the graphical complexity/format of the original document.

Table 2: Delivery Times

- Notes:**
1. Hours/Days means business hours/days, as defined in section 4.2.
 2. Delivery times for formats other than standard word processing and spreadsheets will be negotiated case by case.
 3. Alternate delivery times may be negotiated with the Call-up Authority.

Type of Service	Less than 1,000 words	1,001 – 2,500 words	2,501 – 5,000 words	5,001 – 10,000 words	Over 10,000 words
REGULAR	up to 1 day	up to 2 days	up to 4 days	up to 6 days	Negotiable
Urgent	up to 3 hrs	up to 1 day	up to 2 days	up to 4 days	Negotiable

Some translation service may require a team of resources working evenings or weekends. Some examples of translation services required on an urgent basis include external communications products dealing with natural resources (press releases, speeches, brochures, manuals, forms, publicity, etc.).



SW4 Tasks and Deliverables

4.1 Services:

- **Translation:** Transposition of a text (or presentation, spreadsheet, etc.) from French to English or English to French, taking into account the tone, style and terminology used by the writer.
- **Comparative Editing:** To compare the source text with the target text and suggest changes to the target text where necessary to make it sound more idiomatic. Thus, the text will feel "natural" to the reader, as if it were originally written in the target language.

NRCan clients with large requirements such as the translation of a new publication normally advise the Standing Offer Holder's Team Lead several months or weeks in advance. However sometimes, due to delays in changing legislation, for example, reports or parts of reports may be delayed requiring short response times for translated documents. In these circumstances the Standing Offer Holder's will be required to return translated portions of the work as they are completed and to provide translation and comparative services in parallel. There may be requirements to provide services in the evenings or on weekends.

4.2 Regions Served

It is anticipated that the majority of the work will originate from the National Capital Region. However, some of these services may originate from other regions of Canada where NRCan has offices:

- Atlantic (Newfoundland and Labrador, Nova Scotia, New Brunswick and Prince Edward Island)
- Québec
- Ontario
- Prairie (Manitoba, Saskatchewan and Alberta)
- Pacific (British Columbia)
- Northern (Nunavut, the Northwest Territories and the Yukon)

Standing Offer Holders providing services to the NRCan locations in the East (Atlantic, Québec and Ontario Regions) will be available from 8:00 AM to 6:00 PM EST (or EDST) during normal working days. Standing Offer Holders providing services to the NRCan locations in the West (Prairie, Pacific and Northern Regions) will be available from 8:00 AM to 6:00 PM MST (or MDST) during normal working days.

4.3 Quality Control

- Process all documents for translation and/or quality control within deadlines described above in Table 2, at a per-word pricing based on the number of words to be translated in the original text. Services include the terminology research
- As requested, ensure that all translations are reviewed for quality, as described in section 5, before being returned to NRCan;
- Ensure the consistency of large documents by limiting as far as is reasonable, the number of different Resources working on the same requirement and providing an overall review of the complete document to ensure a consistent level of quality;
- Ensure that the meaning of the translated version conforms to that of the original in all aspects including proper terminology.

4.4 Receiving and Transmitting Requirements



Texts for translation will be sent to the Standing Offer Holders and the completed work returned to the Call-up Authority either by electronic means, in person or by courier depending on the Security Level of the document, **at the expense of the Sender** (within agreed to deadlines of the request). In the case of lengthy texts or work requiring particular documentation, irrespective of Security Level, the Call-up Authority may deliver the text to the Standing Offer Holders. The completed text shall be delivered via email, in hardcopy, or on diskette(s) or CD Rom(s) to an NRCan address at the expense of the Sender, as indicated in the Call-Up against the Standing Offer.

4.5 Request for Work

All requests for work shall contain all the relevant details for processing the service request (i.e. indicating the Call-up Authority and/or Technical Authority's name, work completion date, the word count required to be translated, the nature of the text, etc.). It also indicates the address where the text is to be returned.

All completed documents received from a Standing Offer Holder after a pre-established deadline with the client may be subject to a reduction in the cost originally agreed to i.e. if a price was charge for an urgent requirement but the delivery of the work was after the agreed timeline.

4.6 Confirming Call-Ups

Standing Offer Holders shall send electronic Call-Up confirmations as soon as possible within 2 business hours for Regular requests and within a business half-hour for Urgent requests.

Upon receiving requests from the Call-up Authority the Standing Offer Holders shall provide electronic status update(s) of work under each Call-up(s) within two (2) business hours of the placement of the request. Standing Offer Holders MUST provide electronic status updates when the status of the order changes.

4.7 Required Software and Layout

The Standing Offer Holders shall deliver the work in the format, style and layout of the original. Usually, texts will be provided in conventional word processing and spreadsheet formats. Examples of common programs and formats include Microsoft® (MS) Word, PowerPoint, Excel, Project and Access, Corel® WordPerfect, HTML, etc.

The Standing Offer Holders shall also use virus detection and elimination systems and shall not use unauthorized codes in word processing, tables, etc. The Standing Offer Holders agrees to take the necessary measures to ensure the delivery of its translations on electronic media or systems free of viruses (the Virus software currently certified by the Information Management Branch of NRCan is the latest version of McAfee Virus Scan).

4.8 Supplies and Equipment

The Standing Offer Holders shall supply all the necessary equipment, supplies, services, software and instruments to perform the work.

The Standing Offer Holders must have access to a working fax machine and the Internet for receiving and transmitting texts and for the following basic reference tools.

4.9 Government Furnished Information

In its work, the Standing Offer Holders shall use the style, cultural context and language level appropriate to



the target reader as identified by the Call-up Authority and render accurately the message of the source text. NRCan, where possible, will provide previously translated text and/or other reference material related to the document to be translated.

SW5 NRCan's Quality Assessment of Standing Offer Holders Performance

At the Standing Offer's Authority discretion, review of repeated unsatisfactory work that do not meet the quality criteria outlined above may result in NRCan exercising its rights including, but not limited to, returning the work to the Standing Offer Holder for revision at no additional cost to NRCan or having the Standing Offer terminated.