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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into six 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            6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, 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, and any other annexes.

### **1.2 Summary**

#### **(i) Description of Requirement**

Request for Standing Offer (RFSO) for the provision of Technical Translation and Editing Services from English into French and French into English. The service is provided on an as-and-when requested basis, in accordance with the attached Annex "A". No minimum call-up limitation will apply.

#### **(ii) Client Department**

The resulting Regional Master Standing Offer (RMSO) may be used by various Federal Government Departments and Agencies within the Ontario Region.

The primary user within the region will be the Department of National Defence (DND).

#### **(iii) Period of the Standing Offer**

The period of the Standing Offer will be from June 01, 2015 to May 31, 2016 with the option to extend the Standing Offer for up to two (2) additional twelve (12) month periods.

- (iv) as per the Integrity Provisions under section 01 of Standard Instructions 2006 and 2007, offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.
- (v) For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.
- (vi) The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
- (vii) The requirement is limited to Canadian goods and/or services.

### 1.3 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.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 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>) 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 (2014-09-25) 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: 60 days  
Insert: 190 days

### 2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) 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 PWGSC will not be accepted.

### 2.3 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.

#### **2.4. 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

#### **2.5. Applicable Laws**

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

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

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### **3.1. Offer Preparation Instructions**

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

Section I: Technical Offer (one (1) hard copy)

Section II: Financial Offer (one (1) hard copy)

Section III: Certifications (one (1) hard 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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

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

### **Section I: Technical Offer**

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

### **Section II: Financial Offer**

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

#### **3.1.1 Payment by Credit Card**

Canada requests that offerors complete one of the following:

- (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 of credit cards for payment of call-ups will not be considered as an evaluation criterion.

### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 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.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Technical Evaluation**

#### 4.1.1.1 Experience of the Offeror:

Except where expressly provided otherwise, the experience described in the Offer must be the experience of the Offeror itself (which includes the experience of any companies that formed the Offeror by way of a merger or joint venture but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Offeror's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

#### 4.1.1.2 Mandatory Technical Criteria

The Offer must comply with the mandatory technical criteria specified below. The Offeror must provide in their proposal the necessary documentation to support and demonstrate compliance with each mandatory technical criteria.

Offers which fail to meet each of the mandatory technical criteria will be declared non-responsive and will receive no further evaluation. Each mandatory technical criteria must be addressed separately.

"Translation" in these Mandatory Technical Criteria will be acceptable for either French into English or English into French.

"Annually" in these Mandatory Technical Criteria means over a period of twelve (12) or more consecutive months.

MTC No.	Description of Mandatory Technical Criteria
MTC 1.	<p><b><u>Co-ordinator:</u></b></p> <p>1.1 The Offeror must provide the name of one (1) Primary co-ordinator and one (1) backup co-ordinator as specified in A4.6.a of Annex A – Statement of Work.</p> <p>The proposed co-ordinators cannot be proposed for work as translators and/or revisers.</p> <p>If more than two (2) individuals are proposed for the primary co-ordinator and backup co-ordinator, only the first two (2) in the order presented in the Offeror's proposal will be evaluated. Further, if the Offeror does not identify the primary co-ordinator and backup co-ordinator, the first will be evaluated as the primary and the second as the backup.</p> <p>1.2 The Offeror must demonstrate that each proposed co-ordinator have experience, since August 2010, in managing a translation volume of at least 2,000,000 words annually.</p>
MTC 2.	<p><b><u>Reviser:</u></b></p> <p>2.1 The Offeror must provide the name of two (2) primary revisers and one (1) backup reviser as specified in A4.6.b of Annex A – Statement of Work.</p> <p>If more than three (3) individuals are proposed, only the first three (3) in the order presented in the Offerors proposal will be evaluated. Further, if the Offeror does not identify the primary reviser and the backup reviser, the first two (2) will be evaluated as the primary and the third as the backup.</p> <p>2.2 .a. The Offeror must demonstrate that each proposed reviser is a member in good standing of a provincial or territorial professional association affiliated with the Canadian</p>

	<p>Translators, Terminologists and Interpreters Council (CTTIC) and must be certified in translation by that association.</p> <p>2.2.b. The Offeror must demonstrate that each proposed reviser have at least sixty (60) months of experience, since February 2010, as an English or French reviser.</p> <p>2.2.c. The Offeror must demonstrate that each proposed reviser have a production capacity of revising at least 3,500 words per day.</p> <p>To demonstrate, the Offeror must indicate, for each proposed reviser, as a minimum:</p> <ul style="list-style-type: none"><li>➤ the education acquired or certification held*;</li><li>➤ the daily revision production capacity; and</li><li>➤ the reviser's experience.</li></ul> <p>* The Offeror must supply proof by providing a copy of the degree obtained or its equivalent (if it was conferred by a foreign institution) or a copy of the membership card for the current fiscal year from the professional association concerned. Canada reserves the right to conduct, using its own resources, any verification that may be required to ascertain whether the person is a member in good standing, in accordance with CTTIC certification criteria, or to verify the authenticity of the degree obtained.</p> <p><b>OR</b></p> <p>2.3.a. The Offeror must demonstrate that each proposed reviser, at a minimum, holds a degree in translation, literature, language training, communications or a related discipline from a recognized Canadian University or, if the degree has been conferred by a foreign institution, an equivalent degree, as established by a recognized Canadian credentials assessment service. A list of recognized organizations is available on the Canadian Information Centre for International Credentials' Web site at <a href="http://cicic.ca/indexe.stm">http://cicic.ca/indexe.stm</a></p> <p>2.3.b The Offeror must demonstrate that each proposed reviser have at least sixty (60) months of experience, since February 2010, as an English or French reviser.</p> <p>2.3.c The Offeror must demonstrate that each proposed reviser have a production capacity of revising at least 3,500 words per day.</p> <p>To demonstrate, the Offeror must indicate, for each proposed reviser, as a minimum:</p> <ul style="list-style-type: none"><li>➤ the education acquired or certification held*;</li><li>➤ the daily revision production capacity; and</li><li>➤ the reviser's experience.</li></ul> <p>* The Offeror must supply proof by providing a copy of the degree obtained or its equivalent (if it was conferred by a foreign institution) or a copy of the membership card for the current fiscal year from the professional association concerned. Canada reserves the right to conduct, using its own resources, any verification that may be required to ascertain whether the person is a member in good standing, in accordance with CTTIC certification criteria, or to verify the authenticity of the degree obtained.</p>
MTC 3.	<p><b><u>Translator:</u></b></p> <p>3.1 The Offeror must provide the names of two (2) primary translators and one (1) backup translator, as specified in A4.6.c of Annex "A" of the Statement of Work.</p>

If more than three (3) individuals are proposed, only the first three (3) in the order presented in the Offeror's proposal will be evaluated. Further, if the Offeror does not identify the Primary Translator and the backup Translator, the first two (2) will be evaluated as the primary and the third as the backup.

3.2.a. The Offeror must demonstrate that each proposed translator is a member in good standing of a provincial or territorial professional association affiliated with the Canadian Translators, Terminologists and Interpreters Council (CTTIC) and be certified in translation by that association for the current fiscal year.

3.2.b The Offeror must demonstrate that each proposed translator have at least thirty-six (36) months of experience, since February 2011, as an English into French translator or a French into English translator.

3.2.c The Offeror must demonstrate that each proposed translator have a production capacity of translating at least 1,500 words per day.

To demonstrate, the Offeror must indicate, for each proposed translator, as a minimum:

- the education acquired and the certification held\*;
- the daily translation production capacity; and
- the translators experience.

\* The Offeror must supply proof thereof by providing a copy of the degree obtained or its equivalent (if it was conferred by a foreign institution) or a copy of the membership card for the current fiscal year from the professional association concerned. Canada reserves the right to conduct, using its own resources, any verification that may be required to ascertain whether the person is a member in good standing, in accordance with CTTIC certification criteria, or to verify the authenticity of the degree obtained.

**OR**

3.3.a. The Offeror must demonstrate that each proposed translator, at a minimum, holds a degree in translation, literature, language training, communications or a related discipline from a recognized Canadian university or, if the degree has been conferred by a foreign institution, an equivalent degree, as established by a recognized Canadian credentials assessment service. A list of recognized organization is available on the Candian Information Centre for International Credentials' Web site at <http://cicic.ca/home.canada>.

3.3.b The Offeror must demonstrate that each proposed translator have at least thirty-six (36) months of experience, since February 2011, as an English into French translator or a French into English translator.

3.3.c The Offeror must demonstrate that each proposed translator have a production capacity of translating at least 1,500 words per day.

To demonstrate, the Offeror must indicate, for each proposed translator, as a minimum:

- the education acquired and the certification held\*;
- the daily translation production capacity; and
- the translators experience.

\* The Offeror must supply proof thereof by providing a copy of the degree obtained or its equivalent (if it was conferred by a foreign institution) or a copy of the membership card

	<p>for the current fiscal year from the professional association concerned. Canada reserves the right to conduct, using its own resources, any verification that may be required to ascertain whether the person is a member in good standing, in accordance with CTTIC certification criteria, or to verify the authenticity of the degree obtained.</p>
MTC 4.	<p>The Offeror must demonstrate that it has at least one (1) year of experience in the past sixty (60) months as a company administering translation contract(s) in which at least 2,000,000 words were translated annually.</p> <p>To demonstrate, the Offeror must indicate, as a minimum:</p> <ul style="list-style-type: none"><li>➤ the duration of the contract(s);</li><li>➤ the approximate number of words translated annually;</li><li>➤ description of the documents translated; and</li><li>➤ *client contact information. This client contact information must include: current contact name address, phone number and email as applicable.</li></ul> <p>*For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Offerors within a 48 hour period using the e-mail address provided in the Offer. An Offeror will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's e-mail was sent.</p> <p>On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Offeror by e-mail, to allow the Offeror to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by an Offeror is unavailable when required during the evaluation period, the Offeror may provide the name and e-mail address of an alternate contact person from the same customer. Offerors will only be provided this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Offeror will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.</p> <p>Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.</p> <p>An Offeror will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Offeror itself (for example, the customer cannot be the customer of an affiliate of the Offeror instead of being a customer of the Offeror itself). Nor will a mandatory be met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Offeror.</p>

#### 4.1.2 Financial Evaluation

The Offeror must provide firm pricing in Canadian currency, applicable taxes excluded, FOB destination, Canadian customs duties and excise taxes included, for all items and pricing periods in Annex "B", Basis of Payment without altering the format of the pricing basis.

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The evaluated price of an Offer will be determined by multiplying the Offer's Unit Pricing for all items in all Pricing Basis by the corresponding estimated usage for each pricing period and adding these values together.

#### **4.2 Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

### **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and associated information 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 in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

#### **5.1 Certifications Precedent to Issuance of a Standing Offer**

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

##### **5.1.1 Integrity Provisions - Associated Information**

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

##### **5.1.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-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.

##### **5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer**

### 5.1.3.1 Canadian Content

This procurement is limited to Canadian Services.

The Offeror certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

### 5.1.3.2 Canadian Content Certification

5.1.3.1.1 SACC Manual clause A3050T (2014-11-27) Canadian Content Definition

### 5.1.3.3 Status and Availability of Resources

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

### 5.1.3.4 Education and Experience

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

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### 6.2 Security Requirements

6.2.1 There is no security requirement applicable to this Standing Offer.

#### 6.3 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### 6.3.1 General Conditions

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C ". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.  
The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;  
2nd quarter: July 1 to September 30;  
3rd quarter: October 1 to December 31;  
4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

#### **6.4 Term of Standing Offer**

##### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from June 01, 2015 to May 31, 2016.

##### **6.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) periods of twelve (12) months 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.

#### **6.5. Authorities**

##### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Heather Bellmore  
Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
86 Clarence Street  
Kingston Ontario  
K7L 1X3

Telephone: 613-545-8208  
Facsimile: 613-545-8067  
E-mail address: heather.bellmore@pwgsc.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.

##### **6.5.2 Project Authority**

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.

### 6.5.3 Offeror's Representative

Offeror to complete:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

### 6.6 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.

### 6.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S., 1985, c. F-11.

### 6.8 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.

### 6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Applicable Taxes included).

### 6.10 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 (2014-09-25), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2035 (2014-09-25);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated \_\_\_\_\_.

## **6.11 Certifications**

### **6.11.1 Compliance**

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

### **6.11.2 Canadian Content Certification**

SACC Manual M3060C (2008-05-12) Canadian Content Certification

## **6.12 Applicable Laws**

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

## **6.13 Status and Availability of Resources**

SACC Manual Clause M3020C (2010-01-11) Status and Availability of Resources

## **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.

### **6.1 Statement of Work**

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

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

2035 (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Section 17 Interest on Overdue Accounts, of 2035 (2014-09-25) will not apply to payments made by credit cards.

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

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

### **6.4 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

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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

## **6.5 Payment**

### **6.5.1 Basis of Payment**

As per Annex "B" Basis of Payment.

### **6.5.2 Single Payment**

SACC Manual Clause H1000C (2008-05-12) Single Payment

### **6.5.3 Payment by Credit Card**

The following credit card is accepted: \_\_\_\_\_.

**OR**

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

## **6.6 Invoicing Instructions**

1. The Contractor 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.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract

## **6.7 Insurance Requirements – Specific Requirements**

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **ANNEX "A" STATEMENT OF WORK**

### **A1 BACKGROUND**

### **A2 DOCUMENTS**

- A2.1 Nature of texts for translation
- A2.2 Reference material

### **A3 DEFINITIONS**

### **A4 STATEMENT OF WORK**

- A4.1 General
- A4.2 Required Production Capacity
- A4.3 Workload management
- A4.4 Software applications
- A4.5 Equipment and material
- A4.6 Contractor's team
- A4.7 Quality Assurance
- A4.8 Style and linguistic quality of translations

### **A5 DELIVERY OF THE WORK**

- A5.1 Pickup and delivery process
- A5.2 Word count
- A5.3 Linguistic Quality and Terminology Uniformity
- A5.4 Format and layout
- A5.5 Certification of Quality control
- A5.6 Language Challenges

## A1 BACKGROUND

Federal Government Departments and Agencies are required to provide public documents in both official languages of Canada. They have the option of using the Translation Bureau or a Contractor to do their translation. The Translation Bureau is an agency of PWGSC charged with supporting the Government of Canada in its efforts to provide services for, and communicate with, Canadians in the official language of their choice.

## A2 DOCUMENTS

### A2.1 Nature of Texts for Translation and or Copy Editing

Text length and deadlines may vary. The work concerns institutional aspects of the Government of Canada Departments and Agencies in the Ontario Region.

Non-technical types of documents include minutes, presentations, reports, memorandums, summaries on operations, articles, speaking and briefing notes, investigative files, training material (training plans, qualification standards, lesson plans), doctrine, and other administrative documents.

Technical Documents include construction plans and specifications, technical training materials, technical statements of work, technical reports and presentations.

Documents are most often between 200 and 5,000 words in length, but may occasionally surpass 100,000 words. They are mostly written in an administrative or reporting style, and may contain terminology and expressions unique to the department or agency that authored the documents. Normally, the entire text will fall into one or a combination of any of the three (3) specialties listed below. However, at times minor portions of the Work (in whole or interspersed throughout the text) may not fall into one of the three specialties listed. Should this occur, the Contractor shall be obligated to perform the Work in accordance with conditions of the Contract if the Contractor is currently registered with the Translation Bureau in the required specialty.

- ADM 00 (Administration and Management - General)
- ADM 10 (Human Resources Management)
- MIL 00 (Military - Institutional and General)

### A2.2 Reference Material

The reference material must be used with professional judgment, in accordance with each Translation Call-up. The Contractor must satisfy the terminology and linguistic requirements as expressed in the following reference documents:

- *Le Guide du rédacteur* (2nd edition, 1996 version)
- When available, the Contractor will be provided with an electronic glossary based on the topic or subject at hand. These glossaries contain specific terminology established by the authorized user's professionals.

The Contractor may consult additional reference material at the User's site. The necessary arrangements must be made beforehand and the Contractor's employees must be accompanied by an escort while on-site.

## A3 DEFINITIONS

**A3.a Regular Translation:** Translation and editing Work to be done during one (1) Working Day with a

daily production capacity of 10,000 words per day.

**A3.b Urgent Work:** Work to be translated or edited outside the Working Day (Monday-Friday) that must be completed within 24 hours from when it is received unless otherwise stated on the call-up.

**A3.c Technical Translation:** Translation of technical statements of work, engineering specifications and notations on drawings where specialize knowledge is required. The translator will be responsible for placing the translated notes on the electronic version of the technical documents using the software that the drawings were created with.

**A3.d Copy Editing:** The quality-control and appropriate revision of the texts translated by others not employed or subcontracted by the Contractor. This includes the grammar, Linguistic style of a document written by another party. The editor must not change the meaning of the content of the document.

**A3.e ADM 00 - Administration and Management - General:** Are all documents of an institutional or general nature dealing with the daily administration and management of an organization.

**A3.f ADM 10 - Human Resources Management:** Are all documents dealing with human resources management philosophies and practices.

**A3.g MIL 00 - Military - Institutional and General:** Are all documents of an institutional and general nature dealing with military activities and related subjects.

**A3.h Institutional Knowledge:** vocabulary specific to the client organization that is not generally used by other government departments, agencies or industries.

**A3.i Working Day:** For the purpose of this Contract, "Working Day" means the period from 8 a.m. to 5 p.m. eastern time, every day of the week from Monday to Friday, with the exception of federal statutory holidays in accordance with A3.j.

**A3.j Statutory Holidays:** For the purpose of this Contract, "statutory holidays" means New Year's Day, Good Friday, Easter Monday, Victoria Day, June 24 (Quebec), Canada Day, Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.

**A3.k Word:** defined as a contiguous series of characters, including numbers.

## **A4 STATEMENT OF WORK**

### **A4.1 General**

**A4.1.a.** Canada requires regular and technical translation services from English into French or French into English, on an "as-and-when-requested" basis.

### **A4.2. Required Production Capacity**

#### **A4.2.a. Daily Production Rate**

The Contractor must provide regular translation services at a rate of 10,000 words per Working Day, including receipt of the text for translation, quality control and return of the completed Work.

### **A4.3. Workload Management**

**A4.3.a.** The Contractor must translate texts to the pace of Work required of the Contractor under the "Daily Production Rate" clause.

**A4.3.b.** In the event of a dispute with respect to workload management, the priority and deadline (date and time) for an approved Call-up shall be at the sole discretion of the Project Authority. Readjustment of priorities and deadlines (date and time) shall also be at the sole discretion of the Project Authority.

#### **A4.4 Software Applications**

The Contractor must have and be able to use all the applications listed below at all times during the period of the Contract.

The Work shall be delivered in the software and version in a Macintosh or a PC-compatible as requested by the user on the call-up.

Conversions will not be accepted in any form. Consequently, it will not be possible to convert from one type of system to another (for example, from a Macintosh to an PC-compatible) and to save texts in an earlier version of one of the applications requested.

As a minimum the Contractor must be familiar with the following software packages:

- Microsoft Office Suite 2007 (Word 2007, Power Point 2007, Excel 2007);
- Lotus Smart Suite 9.7 (WordPro, Lotus 123)
- AutoCad 2008
- National Master Specification for Construction published by CSC and Digicon Information Inc.

which is available from [www.spex.ca/](http://www.spex.ca/) or 800 610-7732 or later versions, as the case may be, as specified by the call-up from the Project Authority. Should the Project Authority require a later version of one of the above listed software applications, the Contractor shall have two weeks to obtain the required version at the Contractor's expense and to become familiar with the new features.

The Contractor must also have the WinZip compression application.

The Contractor agrees to obtain any new application within two weeks notice as a result of written notice provided by the Project Authority.

#### **A4.5 Equipment and material**

The Contractor must have a fax machine, computer and high-speed Internet access for receiving and transmitting texts.

#### **A4.6 Contractor's Team**

**The Contractor must provide as and when required, the following persons to perform the Work:**

##### **A4.6.a. Co-ordinators**

The Contractor must provide the services of one Primary co-ordinator and one backup co-ordinator. The role of the co-ordinator is to handle the administration of translation requests received from the Project Authority, which involves timely delivery of Work in the requested format and all communications concerning the Work. The co-ordinator must also manage the information relating to a single job and submit it to the Project Authority.

##### **A4.6.b. Revisers**

The Contractor must provide the services of the revisers to quality-control the translated texts before they are sent to the Project Authority. Quality control includes an in-depth comparison of the translation with the original text and correction of both the form and the substance of the translation. Revisers will also provide copy editing services in English or French for documents translated by others.

Revisers must be members in good standing of, and certified in translation from English into French or French into English by a provincial or territorial professional association affiliated with the Canadian Translators, Terminologists and Interpreters Council (CTTIC).

#### **A4.6.c. Translators**

The Contractor shall provide the services of translators to translate the volume of Work in accordance with A4.1.a, and A4.2.a, respectively. Translators must do an accurate transposition of the message of the original text (the source text) to the target language while respecting the spelling, grammar, syntax and usage of the target language, taking into account the tone, style and terminology used by the writer and making sure that the message is readable (clear, concise and adapted to the recipient).

**A4.7** Quality Assurance (QA) is required for all Work, prior to delivery to the Project Authority.

#### **A4.8 Style and Linguistic Quality of Translations**

The Work shall be done to the satisfaction of the Project Authority. The Work delivered must be ready for circulation or printing and must not require any intervention by the Project Authority. The Contractor shall provide a quality control system to meet the requirements indicated herein.

Translations shall be done using a style and level of language that is consistent with the nature of the document to be translated.

The Contractor shall follow the rules set out in le Guide du rédacteur (2nd edition, 1996 version). On occasion, the Translation Bureau issues specific drafting rules; barring any notice to the contrary from the Project Authority, these rules take precedence over those set out in le Guide du rédacteur. Any such change will be indicated in the approved call-up.

### **A5 DELIVERY OF THE WORK**

#### **A5.1 Delivery Process**

The texts to be translated will normally be sent by the Project Authority to the Contractor and the completed work returned by electronic means (FTP or e-mail, at the discretion of the Project Authority's representative).

The Call-up form sent with the Work contains all the relevant details for processing the work. It also indicates the co-ordinates to which the text is to be returned as well as the delivery method. The Contractor must acknowledge receipt of any Work sent from 7 a.m. to 4 p.m. EST or EDT, as appropriate, by e-mail to the Project Authority at the e-mail address indicated in the call-up form within one hour of receiving the Work. In the case of Work received by the Contractor after 4 p.m. EST or EDT, as appropriate, the Contractor must acknowledge receipt by 9 a.m. the following Working Day. The Contractor must have someone available at its office every Working Day of the year to acknowledge receipt of the Work.

#### **A5.2 Word Count**

When a text for translation is sent to the Contractor electronically, the word count will be done electronically from the source text using the same software and version used for the source text. In this case the Project Authority will inform the Contractor of the word count in the call-up form the Contractor shall confirm the word count with the Project Authority, and any disputes shall be resolved prior to the start of the Work.

#### **A5.3 LINGUISTIC QUALITY AND TERMINOLOGY UNIFORMITY**

**A5.3.1** The quality of the Work delivered under the Contract must meet the following and be to the satisfaction of the Project Authority. The Contractor must:

**A5.3.1.a** Use an administrative style and appropriate language which accurately renders the message of the source text.

**A5.3.1.b** Ensure the Work contains standardized and consistent terminology when using the services of more than one translator.

**A5.3.1.c** Deliver Work that is absent of errors. Errors include but are not limited to:

**a. ACCURACY**

- a. Mistranslation;
- b. Shift in meaning;
- c. Unwarranted omission;
- d. Unwarranted addition;
- e. Ambiguity;
- f. Illogical rendering;
- g. Lack of clarity;
- h. Improper use of terminology.

**b. LANGUAGE**

- a. Syntax [improper sentence construction];
- b. Calque [expression adopted by one language from another in a more or less literally translated form],
- c. Under / over translation;
- d. Improper use of: prepositions, conjunctions, adverbs, pronouns;
- e. Grammar (lack of agreement, improper verb use);
- f. Usage, including
  - 1) Faulty usage;
  - 2) Anglicism [words or phrases borrowed from English];
  - 3) Incorrect collocation;
  - 4) Barbarism (language error where a non-standard or an incorrect word is used);
  - 5) Improper choice of words and expressions;
- g. Typography (failure to comply with typographical conventions, punctuation and capitalization rules; typos, errors in figures).

**c. STYLE AND ADAPTATION**

- a. Awkward rendering;
- b. Poor formulation;
- c. Word for word translation;
- d. Non-idiomatic rendering [whose meaning is not rendered in a natural, native-speaker style];
- e. Incorrect adaptation of any of the following with respect to the end user: tone, conciseness and level of language.

**d. OFFICIAL TITLES AND TERMINOLOGY.**

Incorrect use of the following:

- a. Official titles,
- b. Acronyms,
- c. Terminology,
- d. Client usage,
- e. Lack of consistency.

#### **e. FORMATTING.**

Problems concerning the following:

- a. Layout,
- b. Alignment of paragraphs and titles,
- c. Translation does not mirror the original of any of the following: tables, charts, table of contents, bibliography,
- d. Hypertext links are incorrect.
- e. Consistency

**A5.3.1.d** Deliver the Work in the application, format, style and layout of the source document that is used by the Project Authority unless otherwise requested in the approved call-up. In addition, the following conditions must be adhered to:

- a. No conversions will be accepted in any form. Consequently, it will not be possible to convert from one type of system to another (for example, from a Macintosh to an IBM-compatible), or to save texts in an earlier or later version of the application(s) of the source document.
- b. The Contractor shall use virus detection and elimination systems and agrees to take the necessary measures to ensure the delivery of its translations on electronic media or systems free of viruses.
- c. The Contractor shall not use unauthorized codes in word processing, tables, etc.
- d. The Contractor must return, to the Unit, all form of documentation supplied.

#### **A5.4 Format and Layout**

**A5.4.1.** The Contractor shall not apply any publicity or distinctive markings (stamps, business cards, stickers, notes, etc.) to either the translations returned, in hard copy or electronic format, to any source texts, previously translated texts, reference documentation, diskettes, etc., however supplied to the Contractor by the Project Authority.

**A5.4.2.** All Work must be delivered without any hand written corrections and must respect the format, pagination, layout and specific characteristics of the source text so that the Project Authority can use the Work as is.

**A5.4.3.** For any Work interrupted or left unfinished as a result of directives from the Project Authority, the word count corresponding to the final written form of the Work completed shall be the final word count.

#### **A5.5 Certification of Quality Control**

For each deliverable, the Contractor shall return the approved call-up form to the Project Authority and provide the name of the Reviser(s) who performed the quality control, as well as his/her/their professional certification number(s) certifying the quality of the Work, where indicated on the call-up form. All Work performed shall be dated and certified by the Reviser(s) prior to delivery to the Project Authority

#### **A5.6 Language Challenges**

When Canada receives an official language challenge from the Language Ombudsman, pertaining to the Contractor's translation, the Contractor must provide all information required by Canada to defend or correct their translation at no extra cost to Canada.

**Annex B**  
**Basis of Payment**

**Instructions to Bidders: (these instructions will be deleted and will not form part of the resultant Standing Offer).**

Offerors are to provide firm pricing FOB Destination for the items listed below.

The estimated usage as stated herein is an estimate of the requirement made in good faith. The Standing Offer will be limited to the actual services ordered and delivered.

GST or HST are not to be included in the pricing and will be extra and are to be shown as a separate item on all invoices.

No other costs, fees, expenses or rates will be considered or will be payable by Canada.

Periods:            1<sup>st</sup> period:            01 June 2015 to 31 May 2016  
                          2<sup>nd</sup> period (option):    01 June 2016 to 31 May 2017  
                          3<sup>rd</sup> period (option):    01 June 2017 to 31 May 2018

**Pricing Basis A, Regular Non-Technical Translation**

Item	Period	Offeror's Cost per word	Estimated Usage
1	1 <sup>st</sup> Period	\$ _____	2,000,000 words
2	2 <sup>nd</sup> Period	\$ _____	1,000,000 words
3	3 <sup>rd</sup> Period	\$ _____	1,000,000 words

**Pricing Basis B, Regular Technical Translation**

Item	Period	Offeror's Cost per word	Estimated Usage
1	1 <sup>st</sup> Period	\$ _____	2,000,000 words
2	2 <sup>nd</sup> Period	\$ _____	1,000,000 words
3	3 <sup>rd</sup> Period	\$ _____	1,000,000 words

**Pricing Basis C, Urgent Non-Technical Translation**

Item	Period	Offeror's Cost per word	Estimated Usage
1	1 <sup>st</sup> Period	\$ _____	200,000 words
2	2 <sup>nd</sup> Period	\$ _____	100,000 words
3	3 <sup>rd</sup> Period	\$ _____	100,000 words

**Pricing Basis D, Urgent Technical Translation**

Item	Period	Offeror's Cost per word	Estimated Usage
1	1 <sup>st</sup> Period	\$ _____	200,000 words
2	2 <sup>nd</sup> Period	\$ _____	100,000 words
3	3 <sup>rd</sup> Period	\$ _____	100,000 words

Solicitation No. - N° de l'invitation  
E6TOR-13RM05/A  
Client Ref. No. - N° de réf. du client  
E6TOR-13RM05

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-3-40169

Buyer ID - Id de l'acheteur  
KIN560  
CCC No./N° CCC - FMS No./N° VME

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**Pricing Basis E, Regular Non-Technical Copy Editing**

Item	Period	Offeror's Cost per word	Estimated Usage
1	1 <sup>st</sup> Period	\$ _____	50,000 words
2	2 <sup>nd</sup> Period	\$ _____	25,000 words
3	3 <sup>rd</sup> Period	\$ _____	25,000 words

**Pricing Basis F, Regular Technical Copy Editing**

Item	Period	Offeror's Cost per word	Estimated Usage
1	1 <sup>st</sup> Period	\$ _____	50,000 words
2	2 <sup>nd</sup> Period	\$ _____	25,000 words
3	3 <sup>rd</sup> Period	\$ _____	25,000 words

**Pricing Basis G, Urgent Non-Technical Copy Editing**

Item	Period	Offeror's Cost per word	Estimated Usage
1	1 <sup>st</sup> Period	\$ _____	50,000 words
2	2 <sup>nd</sup> Period	\$ _____	25,000 words
3	3 <sup>rd</sup> Period	\$ _____	25,000 words

**Pricing Basis H, Urgent Technical Copy Editing**

Item	Period	Offeror's Cost per word	Estimated Usage
1	1 <sup>st</sup> Period	\$ _____	50,000 words
2	2 <sup>nd</sup> Period	\$ _____	25,000 words
3	3 <sup>rd</sup> Period	\$ _____	25,000 words

## Annex C

### Insurance

#### 1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor. Non
  - m. Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
  - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**2. Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.