# RETURN OFFERS TO: RETOURNER LES OFFRES À :

Department of Justice Finance and Planning Branch Attention: Kayla Pordonick

284 Wellington Street - EMB Room 1164

Ottawa, Ontario K1A 0H8

Bids Receiving Unit: 613-724-1521

Ministère de la Justice

Direction générale des finances et de la planification

attention: Kayla Pordonick

284, rue Wellington, ÉCE Pièce 1164

Ottawa, Ontario K1A 0H8

Service de réception des soumissions : 613-724-1521

# REQUEST FOR STANDING OFFER (RFSO) DEMANDE D'OFFRE À COMMANDES (DOC)

Comments - Commentaires	

## Offer To: Department of Justice

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, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

On behalf of the offeror, by signing below, I confirm that I have read the entire request for standing offer (RFSO) including the documents incorporated by reference into the RFSO and I certify that:

- The offeror considers itself and its products able to meet all the mandatory requirements described in the RFSO;
- 2. This offer is valid for the period requested in the RFSO;
- All the information provided in the offer is complete, true and accurate: and
- If the offeror is awarded a standing offer, it will accept all the terms and conditions set out in the resulting contract clauses included in the RFSO.

#### L'offre au : Ministère de la Justice

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

En apposant ma signature ci-après, j'atteste, au nom de l'offrant, que j'ai lu la demande d'offre à commandes (DDOC) en entier, y compris les documents incorporés par renvoi dans la DDOC et que :

- l'offrant considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la DDOC;
- 2. cette offre est valide pour la période exigée dans la DDOC;
- 3. tous les renseignements figurant dans l'offre sont complètes, véridiques et exacts; et
- si une offre à commande est attribuée à l'offrant, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la DDOC.

Title - Su	ıjet		
Transla	tion and Editorial Servic	es	
Solicitati	on No. – N° de l'invitation		Date
JUS-RFSO-TRANS-1000018167			October 5, 2015
Client Re	eference No. – N° référence	du c	lient
GETS Re	ference No. – N° de référer	nce d	e SEAG
	on Closes on prend fin		ne Zone seau horaire
at – à	2:00PM - 14h00	Eas	stern Standard Time (EST)
on – le	November 12, 2015	He	ure Normale de l'Est (HNE)
F.O.B			
Plant-Us	ine: Destination: 🛛	C	Other-Autre:
Address	inquiries to - Adresser tou	ite de	emande de renseignements à :
Kayla Po	rdonick		
	e and Telephone No.		simile No. / e-mail le télécopieur / courriel
		Kav	la.Pordonick@justice.gc.ca
Destinati	on – of Goods, Services, a		
	on – des biens, services et		
Ottawa, 0	Ontario		
Instruction Instruction			
Delivery r	equired -Livraison exigée	Del	ivery offered -Livraison proposée
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jurisdiction Compéten	ce du contrat : Province du Car impétences sur tout contrat subs	act (if nada d	e bidder wishes to be the legal other than as specified in solicitation) choisie par le soumissionnaire et qui it (si différente de celle précisée dans
Vander/fir	m Name and Address		
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Telephone	No N° de téléphone		
e-mail - co	urriel		
or print) Nom et tit	·	à sig	n on behalf of Vendor/firm (type ner au nom du fournisseur/de d'imprimerie)
Signature			Date
Signature			Date

# REQUEST FOR STANDING OFFER (RFSO) JUS-RFSO-TRANS-1000018167

# FOR THE REQUIREMENT OF

# TRANSLATION AND EDITORIAL SERVICES

# **FOR THE**

# DEPARTMENT OF JUSTICE CANADA CORPORATE SERVICES BRANCH AND THE CORPORATE PLANNING, REPORTING AND RISK DIVISION OF THE FINANCE AND PLANNING BRANCH

# **Contracting Authority:**

Kayla Pordonick
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, EMB 1164
Ottawa, Ontario K1A 0H8

Email: Kayla.Pordonick@justice.gc.ca

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#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address

the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the

evaluation criteria which must be addressed in the offer, and the basis of selection;

- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed

by Offerors; and

- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Check List, and the Recipient Electronic Payment Registration Request Form.

#### 1.2 Summary

The objective of this requirement is to acquire timely, consistent and reliable English-to-French translation, French-to-English translation and editorial services on an "as and when requested" basis to fill the current and growing requirements of the Department of Justice Canada, Corporate Services Branch and the Corporate Planning, Reporting and Risk Division of the Finance and Planning Branch.

The Offeror's Translation Team shall comprise of at least three (3) members (to a maximum of five (5) members), one of whom will be the Lead Translator, who will be responsible for providing guidance and direction to all other translators and will review all translated text to ensure the quality and consistency of all text provided to the client. The Lead Translator will also be responsible for conducting the translation for all documents with a security classification higher than PROTECTED B (up to and including SECRET). There must be an alternate translator designated as a backup for the Lead Translator to ensure work will continue if the Lead Translator is not available.

Documents for translation and revision will range from 1 to 120 pages in length. However, most of the work will be for documents of 1 to 20 pages in length. It is estimated that over ninety percent of the requests will be for translation from English to French.

Three categories of work are identified:

- a) Category I: Translation or revision of core documents including reports, briefing notes, minutes of senior meetings, debriefs of senior meetings, binders for workshops, speeches, news releases, backgrounders, brochures, ministerial messages, and any other core documents identified in the call-up with, at the discretion of the Project Authority (PA) when accepting a Translation Service Request (TSR), negotiated turnaround dates.
- b) Category II: Translation or revision of complex materials including performance management, risk and business analyses, litigation reports, presentation decks, technical instruments, graphics, templates and/or other documents with complex formatting, and material of a highly technical nature and any other complex materials identified in the call up with, at the discretion of the PA when accepting a TSR, negotiated turnaround dates.
- c) Category III: Urgent translation and revision of Category I core documents and Category II complex materials with mandatory, non-negotiable turnaround times of same business day, often within one hour, or next business day, including weekends and statutory holidays.

The resulting Standing Offer will be from January 1, 2016 to December 31, 2016 with the option to extend for an additional one (1) year option period. It is estimated that the annual number of words required for editing/translation will be approximately 800,000 words.

There must be a minimum of three (3) to a maximum of five (5) proposed translators that are available to perform the work under a resulting Standing Offer. Of the proposed translators:

- All proposed translators must hold, at a minimum, a valid RELIABILITY STATUS, granted and approved by CISD/PWGSC
- The proposed Lead Translator must hold, at a minimum, a valid SECRET security clearance, granted and approved by CISD/PWGSC
- The proposed Alternate/Backup Lead Translator must hold, at a minimum, a valid SECRET security clearance, granted and approved by CISD/PWGSC.

The requirement is subject to the Agreement on Internal Trade (AIT).

#### 1.3 **Security Requirements**

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (http://ssi-iss.tpsqcpwgsc.gc.ca/index-eng.html) website.

#### 1.4 **Debriefings**

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

#### 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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: 120 days

#### 2.2 Submission of Offers

Offers must be submitted only to the Department of Justice Canada (Justice) 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 or by email to The Department of Justice Canada will not be accepted.

#### 2.3 Former Public Servant

Please see article 5.2.4 of Part 5 – Certifications and Additional Information.

#### 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) 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 – three (3) hard copies and one (1) soft copy on a CD

Section II: Financial Offer – one (1) hard copy and one (1) copy on a CD

Section III: Certifications – one (1) hard copy and one (1) copy on a CD

Section IV: Additional Information – one (1) hard copy and one (1) copy on a CD

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy on Green Procurement</u> (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 Annex B - Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

#### Section IV: Additional Information

#### 1. Offeror's Proposed Site(s) or Premises Requiring Safeguarding Measures

As indicated in Part 6 under Security Requirements, the Offeror must provide the full address(es) of the Offeror's and proposed individual(s) site(s) or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State
Postal Code / Zip Code
Country

#### 2. Offeror's Proposed Individuals Requiring a Security Clearance

As indicated in Part 6 under Security Requirement, the Offer must provide the required information below, on the proposed individuals who will perform work under this Standing Offer, who require access to classified or protected information or assets.

There must be a minimum of three (3) to a maximum of five (5) proposed translators that are available to perform the work under a resulting Standing Offer. Of the proposed translators:

- All proposed translators must hold, at a minimum, a valid RELIABILITY STATUS, granted and approved by CISD/PWGSC
- The proposed Lead Translator must hold, at a minimum, a valid SECRET security clearance, granted and approved by CISD/PWGSC
- The proposed Alternate/Backup Lead Translator must hold, at a minimum, a valid SECRET security clearance, granted and approved by CISD/PWGSC.

Full Name (as it appears on the Security Clearance)	Security Screening Certificate and Briefing Form File Number	Level of Security Obtained and Expiry Date
Lead Translator:		
Alternated/Backup Lead Translator:		
Translators:		

The Company Security Officer (CSO) must ensure through the <u>Industrial Security Program (ISP)</u> that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

#### 3. Payment by Credit Card

Master Card \_

(a)	() agains	Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups the standing offer.
	The fol	llowing credit card(s) are accepted:

(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.

Canada requests that Offerors complete one of the following:

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



# 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 Mandatory Technical Criteria (Step 1)

Please see Attachment 1 to Part 4 - Mandatory Technical Criteria

#### 4.1.1.2 Point Rated Technical Criteria (Step 2)

Please see Attachment 1 to Part 4 – Point Rated Technical Criteria Point-rated technical criteria not addressed will be given a score of zero.

#### 4.1.2 Financial Evaluation Step 3)

Please see Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

Only compliant offers meeting all of the requirements detailed in Steps 1 and 2 will be considered at this point.

Prices submitted will be evaluated to determine the bid evaluation price as defined in Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

Should there be an error in the extended pricing of the Offeror's bid, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in quantities of the Offeror's bid shall be changed to reflect the quantities stated in the Request for Standing Offer (RFSO).

Failure or refusal to provide a price or rate for any item in Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule shall be considered as failing to meet a mandatory requirement of the RFSO and therefore, the Offeror's bid shall be given no further consideration.

- 4.1.2.1 The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- 4.1.2.2 The volumetric data included in the pricing schedule detailed in Attachment 2 to Part 4: Financial Evaluation Pricing Schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.
- 4.1.2.3 For bid evaluation and offeror(s) selection purposes only, the evaluated price of a bid will be determined in accordance with Attachment 2 to Part 4: Financial Evaluation Pricing Schedule.

#### 4.2 Basis of Selection

#### 4.2.1 Basis of Selection - Lowest Price Per Point

- 4.2.1.1 To be declared responsive, an offer must:
  - a) comply with all the requirements of the Request for Standing Offers;
  - b) meet all mandatory technical evaluation criteria; and
  - c) obtain the required minimum number of points specified in Attachment 1 to Part 4: Technical Evaluation Criteria
- 4.2.1.2 Offers not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive offer that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive offer with the lowest evaluated price per point will be recommended for issuance of a standing offer.
- 4.2.1.3 The evaluated price per point of a responsive offer will be determined by dividing its evaluated price in Attachment 2 to Part 4: Financial Evaluation Pricing Schedule by the overall score it obtained for the point rated technical criteria in Attachment 1 to Part 4: Technical Evaluation Criteria.



4.2.2 In the event two or more responsive offers have the same evaluated lowest price per point, the responsive offer that obtained the highest overall score for the point rated technical criteria detailed in Attachment 1 to Part 4: Technical Evaluation Criteria will be recommended for standing offer award.

# 4.3 Award of Standing Offer(s)

As a result of this Request for Standing Offer (RFSO), it is anticipated that the Department of Justice Canada will award up to two (2) Standing Offers on a Right of First Refusal Basis.

# Offeror Ranking:

1st Ranked: responsive offer with the lowest evaluated price per point

2<sup>nd</sup> Ranked: responsive offer with the second lowest evaluated price per point

# ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA

Offerors are advised that the month(s) of experience listed for a project or client whose timeframe overlaps that of another referenced project or client will only be counted once. For example: Client 1 timeframe is July 2001 to December 2001; Client 2 timeframe is October 2001 to January 2002; the total months of experience for these two client references is seven (7) months.

#### **Mandatory Technical Criteria (M)**

The Mandatory Requirements listed below will be evaluated on a simple met/not met (i.e. compliant/non-compliant) basis. Each Mandatory Requirement should be addressed separately. Offers which fail to meet the Mandatory Requirements will be deemed non-responsive and given no further consideration.

Offers MUST demonstrate compliance with all of the following Mandatory Requirements and MUST provide the necessary documentation to support compliance.

	MANDATORY TECHNICAL CRITERIA	
No.	Mandatory Requirement	Cross Reference to Offer (Page #)
M1	<ul> <li>Lead Translator</li> <li>The Offeror must propose and designate one (1) Lead Translator. The Lead Translator must: <ul> <li>a) Hold an accreditation from, and be in good standing with, the Canadian Translators Terminologists and Interpreters Council (or Member Associations);</li> <li>b) Hold a university diploma or degree in translation or hold a university degree from a Canadian institution without specialization in translation*;</li> <li>c) Have a minimum of sixty (60) months experience as a translator; and d) Have a minimum of twenty-four (24) months experience in translating legal terminology.</li> </ul> </li> <li>Note: The same experience can be used for both c) and d) above.</li> </ul>	
M2	Alternate/Backup Lead Translator The Offeror must propose and designate one (1) Alternate/Backup Lead Translator. The Alternate/Backup Lead Translator must:  a) Hold an accreditation from, and be in good standing with, the Canadian Translators Terminologists and Interpreters Council (or Member Associations); b) Hold a university diploma or degree in translation or hold a university degree from a Canadian institution without specialization in translation*; c) Have a minimum of sixty (60) months experience as a translator; and d) Have a minimum of twenty-four (24) months experience in translating legal terminology.	
M3	Note: The same experience can be used for both c) and d) above.  Translators  The Offeror must propose a minimum of one (1) to a maximum of three (3) translators (in addition to the Lead Translator and Alternate/Backup Lead Translator). Each proposed translator must:  a) Hold an accreditation from, and be in good standing with, the Canadian Translators Terminologists and Interpreters Council (or Member Associations)  b) Hold a university diploma or degree in translation or hold a university degree from a Canadian institution without specialization in translation*; and  c) Have a minimum of twenty-four (24) months experience as a translator.	
M4	Secure Web Portal The Offeror must demonstrate that they have a secure web portal that can be used to submit requests and transmit documents up to the security classification of PROTECTED B.	

\*Where the university diploma or degree in translation has been issued by a foreign institution, a document from the federal or provincial government or the equivalent as established by a recognized Canadian Academic credentials assessment service must be submitted with the offer.

The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following internet link: <a href="http://www.cicic.ca">http://www.cicic.ca</a>. The written letter/notice from the International Credential Assessment Service of Canada Inc, stating that the diploma or degree is the Canadian equivalency, must be submitted with the offer.

#### Point Rated Technical Criteria (R)

The criteria contained herein will be used to evaluate each offer that has met all of the Mandatory Requirements. Offerors are advised to address these requirements in the following order and in sufficient depth in their offers to enable a thorough assessment. The assessment will be based solely on the information contained within the offer.

Offers MUST achieve the stated minimum points required for the Point Rated Technical Criteria to be assessed as responsive under the Point Rated Requirement section; offers not meeting the minimum required points will be deemed non-responsive and given no further consideration.

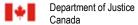
Only those offers which are compliant with all of the Mandatory Requirements and then achieve (or exceed) the stated minimum points for the point rated technical criteria will be further considered for award of a Standing Offer.

	POINT RATED TECH	INICAL CRITERIA	
No.	Point Rated Requirement	Scoring Scheme	Cross Reference to Offer
R1	Offeror Capacity		
R1.1	The Offeror should demonstrate they had an English to French translation capacity of at least 3000 words per day over a period of six (6) consecutive months since June 2014. The Offeror should provide the following information:  a) The dates where services were provided; b) The number of words translated; and c) The name of the client reference and current contact information (telephone	Less than 3000 words/day = 0 pts 3000-3500 words/day = 3 pts 3501-4500 words/day = 5 pts 4501-5000 words/day = 7 pts More than 5000 words/day = 9 pts To a maximum of 9 points	
	number or email address)  Note: # of words/day will be calculated by adding the total number of words from each client/task and dividing by the total number of days (including weekends and holidays) for all clients/tasks, without overlap.		
R1.2	The Offeror should demonstrate its procedures	Extended hours of operation = 2 pts	
	proposed to maintain uninterrupted translation services over 365 days a year including urgent work.	Weekend hours = 2 pts Innovative staffing schemes = 2 pts	
	WOTA	Dedicated team of translators = 2 pts  pts	
		Replacement scheme during vacation and/or leave and/or statutory holidays = 2 pts	
		To a maximum of 10 points	
	L FOR R1 (minimum of 11 points required for the o be considered responsive)	/19	



	POINT RATED TECH	INICAL CRITERIA	
No.	Point Rated Requirement	Scoring Scheme	Cross Reference to Offer
R2	Offeror's Translators Experience		
	The total points for R2 will be determined by adding the obtained from R2.2.	ne average score obtained from R2.1 to	the average score
	The average score will be determined by dividing the total number of responsive translators. Should the averall be rounded up.		
	Example: T1 = 15pts, T2 = 10pts, T3 = 10pts. Average	e = 11.67 Therefore, 12 points will be av	warded for R2.1.
	A responsive offer requires that the proposed Translative resources. One (1) resource must be designated the Liminimum score for R2.2. One (1) resource must be desuch, must also meet or exceed the minimum score for Lead Translator or Alternate/Backup Lead Translator more than five (5) total resources should be proposed.	Lead Translator and, as such, must mee esignated as the Alternate/Backup Lead or R2.2. Any proposed resource(s) not c must meet or exceed the minimum scor	et or exceed the Translator and, as lesignated as the
R2.1	The Offeror should demonstrate the proposed	0 to 24 months = 0 pts	
	translators' (excluding the Lead Translator and the Alternate/Backup Lead Translator) months of	More than 24 to 60 months = 10 pts	
	experience since June 2005 translating from English	More than 60 months = 15 pts	
	to French and French to English. The Offeror should clearly identify for each proposed translator the number of months producing translations and	To a maximum of 15 points per translator.	
	include:	A minimum of 10 points per proposed resource is required in order for the proposed resource to be considered responsive.	
R2.2	The Offeror should demonstrate the proposed Lead	0 to 300,000 words = 0 pts	
	Translator and Alternate/Backup Lead Translator's experience since January 1, 2010 producing English	300,001 to 400,000 words = 5 pts	
	to French and French to English translations	400,001 to 500,000 words = 10 pts	
	involving legal and/or government related terminology. Supporting information should include:	500,001 words and over = 15 pts	
	a) The dates where services were provided	To a maximum of 15 points each	
	<ul> <li>b) Subject matter and/or description of translations that were completed</li> <li>c) Word count</li> <li>d) The name of the client reference and current contact information (telephone number or email address)</li> </ul>	A minimum of 10 points per proposed resource is required for the offer to be considered responsive	
	L FOR R2 (a minimum of 20 points is required in for the offer to be considered responsive)	/30	

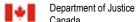
	POINT RAT	ED TECHNICAL CRITERIA	
No.	Point Rated Requirement	Scoring Scheme	Cross Reference to Offer
R3	Offeror's Quality Control Methods		
	The Offeror's general quality control method	ls to ensure quality of the translations to the client	i.
D0.4	Offerors will be evaluated on either R3.1 or		
R3.1	The Offeror should demonstrate they hold a current ISO 9000 certification of quality control and assurance processes and practices. A copy of the certification is required.	45 pts	
		<u>OR</u>	
R3.2	a) The Offeror should demonstrate their general quality control provisions by	Points will be awarded as identified below, given the written description includes:	
	providing a written description.	<ul> <li>i) Clear descriptions of the roles and responsibilities of the members of the proposed translation team = 3 pts</li> </ul>	
		ii) Description of Offeror's translation conformity standards = 3 pts	
		iii) Dedicated quality control agent(s) or reviser(s) who review all translations (other than the Lead Translator) = 3 pts	
		iv) Description of monitoring processes, performance measures and assigned responsibilities for ensuring translation conformity standards are met = 3 pts	
		v) Description of processes for remedial actions when translation conformity standards are not met = 3 pts	
	T. 00	To a maximum of 15 points	
	b) The Offeror should clearly describe their review procedures.	Points will be awarded as identified below, given the written description identifies that the review procedures include:	
		i) Proofreading = 5 pts	
		ii) Comparative analyses = 5 pts	
		iii) Final edits = 5 pts	
		To a maximum of 15 points	
	c) The Offeror should demonstrate their Business Resumption Capacity, to outline their ability to maintain	Points will be awarded as identified below, given the written description includes:	
	continued quality translation services in the event of an emergency.	i) A description of the Business Resumption Plan = 5 pts	
		ii) The Offeror having an IT system set up to prevent data loss = 5 pts	
		iii) The Offeror having maintenance contracts with suppliers = 5 pts	
TOT	L SOR RO (wisimum (CO)	To a maximum of 15 points	
	L FOR R3 (minimum of 30 points red for the offer to be considered nsive)	/45	



	POINT RATED TECHNICAL CRITI	ERIA	
No.	Point Rated Requirement	Scoring Scheme	
R4	Translation by the Offeror's Proposed Translators		
	Attached as Appendix 1 to Part 4, Appendix 2 to Part 4, and Appendix 3 documents into the other official language (French document to Englishment each translated document with its offer.	he Offeror should translate each of these	
	The translation must be done by a member of the Offeror's propose determine who of the proposed translators will translate the docume one or up to all proposed translators.		
R4.1	Quality of the Sample Translations	Offerors will receive a starting value of 20	
	Each of the three translated documents will be assessed for the number of errors along ten (10) dimensions of quality. Errors are	points for each of the three (3) translated documents.	
	defined as follows:	1 point will be deducted from the starting	
	1) Grammatical errors	value of 20 points for each instance of error assessed in each of the three (3)	
	2) Typographical errors	translated documents.	
	<ol> <li>Inconsistent use of terms (where different words are used to describe the same term)</li> </ol>	If the same error is made in more than one of the documents, 1 point will be deducted	
	4) Misinterpretation (where a translated term from the same lexical field is used that changes the intent of the original text-e.g., original text "large house" translated text "château").	from each document the error occurs in.  If a translation of a sample document is not submitted with the offer, that	
	5) Barbarism (a non-standard word or expression).	translation will be scored 0 points.	
	6) Solecism (a sentence that contains a syntax that does not exist in the target language)	Offerors cannot receive less than 0 points for each document.	
	<ol> <li>Mistranslation (a word or phrase that has a contrary meaning to what was expressed in the original text).</li> </ol>	To a maximum of 60 points	
	8) Nonsensical (translation that lacks coherency or meaning in the target language).		
	<ol> <li>Additions (terms, phrases or concepts put into the target text that do not appear in the original text)</li> </ol>		
	10) Omissions (terms, phrases or concepts in the original test that are omitted from the target text).		
	FOR R4 (a minimum of 45 points is required in order for the be considered responsive)	/60	

OVERALL TOTAL OF OFFER /154
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Note: The Offeror must achieve the required minimum number of points stipulated for each point rated technical criterion to be considered responsive.



# ATTACHMENT 2 TO PART 4 - FINANCIAL EVALUATION - PRICING SCHEDULE

The Offeror must complete this pricing schedule and include it in its financial offer. As a minimum, the Offeror must respond to this pricing schedule by inserting in its financial offer, for each of the periods specified below, its quoted firm all inclusive rates (in Cdn \$) for each of the categories identified (further detail for each category can be found in Annex A – Statement of Work).

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the solicitation will be consistent with this data.

The rates specified below, when quoted by the Offeror, include any of the following expenses that may need to be incurred to satisfy the terms of any resulting standing offer:

- (a) all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: http://laws-lois.justice.gc.ca/eng/acts/N-4/page-1.html#docCont;
- (b) any travel expenses for travel between the Offeror's place of business and the NCR; and
- (c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting standing offer.

These expenses cannot be charged directly and separately from the professional fees to any call-up that may result from the solicitation.

TABLE 1 – TRANSLATION REQUIREMENTS: FROM JANUARY 1, 2016 TO DECEMBER 31, 2016			
Category I: Text only translation and revision of core documents including speeches, news releases, backgrounders, brochures, ministerial messages, etc with negotiated due dates.			
Type and Hours of Work	Estimated Yearly Volume (A)	Firm Rate Per Word (B)	Extended Price (C = A x B)
Base Rate: Weekdays 7am to 7pm	418,000 words	\$/word	\$
Category II: Translation and/or revision of complex materials including presentation decks, technical instruments, graphics, templates and/or other documents with complex formatting, and material of a highly technical nature etc. with negotiated due dates.			
Type and Hours of Work	Estimated Yearly Volume (A)	Firm Rate Per Word (B)	Extended Price (C = A x B)
Base Rate: Weekdays 7am to 7pm	265,000 words	\$/word	\$
	tions and revisions of Catego urnaround of same business		
Type and Hours of Work	Estimated Yearly Volume (A)	Firm Rate Per Word (B)	Extended Price (C = A x B)
Base Rate: Weekdays 7am to 7pm	35,000 words	\$/word	\$
Premium Rate: Weekdays between 7pm and 7am	30,000 words	\$/word	\$
Premium Rate: Weekends and Statutory Holidays	30,000 words	\$/word	\$
		TABLE 1 – TOTAL: (sum of all Extended Prices)	\$

TABLE 2 – TRANSLATION REQUIREMENTS: FROM JANUARY 1, 2017 TO DECEMBER 31, 2017				
Category I: Text only translation and revision of core documents including speeches, news releases, backgrounders, brochures, ministerial messages, etc with negotiated due dates.				
Type and Hours of Work	Estimated Yearly Volume (A)	Firm Rate Per Word (B)	Extended Price (C = A x B)	
Base Rate: Weekdays 7am to 7pm	418,000 words	\$/word	\$	
	or revision of complex mater lates and/or other documents gotiated due dates.			
Type and Hours of Work	Estimated Yearly Volume (A)	Firm Rate Per Word (B)	Extended Price (C = A x B)	
Base Rate: Weekdays 7am to 7pm	265,000 words	\$/word	\$	
Category III: Urgent translati with mandatory turnaround	ons and revisions of Categor of same business day, often	ry I core documents and Cate within one hour, or next bus	egory II complex materials iness day.	
Type and Hours of Work	Estimated Yearly Volume Firm Rate Per Word Extended Price (A) (B) (C = A x B)			
Base Rate: Weekdays 7am to 7pm	35,000 words	\$/word	\$	
Premium Rate: Weekdays between 7pm and 7am	30,000 words	\$/word	\$	
Premium Rate: Weekends and Statutory Holidays	30,000 words	\$/word	\$	
		<b>TABLE 2 – TOTAL:</b> (sum of all Extended Prices)	\$	

TABLE 3 – TRANSLATION REQUIREMENTS: TOTAL EVALUATED PRICE				
1	TABLE 1 – TOTAL:	\$		
2	TABLE 2 – TOTAL:	\$		
3	3 TOTAL EVALUATED PRICE (3 = 1 + 2): \$			

#### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional 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 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

# 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed <u>Declaration Form</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html), to be given further consideration in the procurement process.

#### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### 5.2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

#### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

# 5.2.3 Education and Experience

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

#### 5.2.4 Former Public Servant Certification

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below before the issuance of a standing offer.

#### A. Definitions

For the purposes of this clause "former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u>, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c.R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c.C-8.

В.	Former Public Servant in Receipt of a Pension
	As per the above definitions, is the Offeror a FPS in receipt of a pension? Yes \sum No \subseteq
	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.
C.	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 \sum No \subseteq
	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;
	<ul> <li>g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program</li></ul>
	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.

#### 5.2.5 Status and Availability of Resources

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

# PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

# 6.1 Security Requirements

- 6.1.1 At the Request for Standing Offers closing date, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicate in Part 7A Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites as indicated in Part 3 Section IV Additional Information;
  - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A Standing Offer;
  - (e) the Offeror must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 Section IV Additional Information.
- 6.1.2 For additional information on security requirements, Offerors should refer to the <u>Industrial Security Program (ISP)</u> of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

#### PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

#### A. STANDING OFFER

#### 7.1 Offer

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

#### 7.2 Security Requirements

- **7.2.1** The following security requirements (SRCL and related clauses) apply and form part of the Standing Offer.
- 7.2.1.1 The Offeror must, at all times during the performance of the Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
- 7.2.1.2 The Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS or SECRET as required, granted or approved by the CISD, PWGSC.
- 7.2.1.3 The Offeror MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.
- 7.2.1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 7.2.1.5 The Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide, attached at Annex C;
  - b. Industrial Security Manual (Latest Edition).

#### 7.2.2 Offeror's Site(s) or Premises Requiring Safeguarding

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

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

**7.2.3** The Company Security Officer (CSO) must ensure through the <u>Industrial Security Program (ISP)</u> that the Offeror and individual(s) hold a valid security clearance at the required level.

# 7.3 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 7.3.1 General Conditions

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

#### 7.3.2 Specific Person(s)

The Offeror must provide the services of the following person(s) to perform the Work as stated in the resulting call-ups:

# 7.4 Term of Standing Offer

#### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from January 1, 2016 to December 31, 2016.

#### 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) year option period, 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.

Option Period 1: January 1, 2017 to December 31, 2017

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 at least ten (10) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### 7.5. Authorities

#### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Kayla Pordonick Senior Contracting Officer Department of Justice Canada 284 Wellington Street, Ottawa ON, K1A 0J8 Telephone: 613-948-2525 E-mail address: Kayla.Pordonick@justice.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.

# 7.5.2 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.

#### 7.5.3 Offeror's Representative

Contact information of the individual response for:

<u>es</u>

#### 7.6 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service</u> <u>Superannuation Act</u> (PSSA) pension, the Offeror has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

#### 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer at Justice Canada are:

- Contracting and Materiel Management Division
- Corporate Planning, Reporting and Risk Division
- Corporate Services Branch

# 7.8 Call-up Procedures

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the second ranked offeror. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately.

7.8.1	Offeror Ranking (to be completed at award)
	1st Ranked:
	2 <sup>nd</sup> Ranked:

#### 7.9 Call-up Instrument

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

#### 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

#### 7.11 Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or two (2) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

# 7.12 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 2010C (2014-09-25) General Conditions Services (Medium Complexity);
- e) Annex A Statement of Work;
- f) Annex B Basis of Payment;
- g) Annex C Security Requirements Check List;
- h) Annex D Recipient Electronic Payment Registration Request Form; and
- i) the Offeror's offer dated \_\_\_\_\_ (insert date of offer).

#### 7.13 Certifications

#### 7.13.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional 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 additional 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.

#### 7.14 Applicable Laws

• • • • • • • • • • • • • • • • • • • •	
The Standing Offer and any contract resulting from the Standing Offer	must be interpreted and governed, and the
relations between the parties determined, by the laws in force in	(to be inserted at standing offer award)

#### B. RESULTING CONTRACT CLAUSES

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

#### 7.1 Statement of Work

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

#### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

2010C (2014-09-25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2014-09-05), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

#### 7.3 Term of Contract

#### 7.3.1 Period of the Contract

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

# 7.4 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service</u> <u>Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

# 7.5 Payment

#### 7.5.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of **\$\_\_\_\_\_** (*insert the amount at award*). Customs duties are included and Applicable Taxes are extra.

#### 7.5.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (insert the amount at award). Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

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

whichever comes first.

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

# 7.5.3 Method of Payment (select one of the following at award)

#### 7.5.3.1 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

OR

# 7.5.3.1 Monthly Payments

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

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

# 7.5.4 Payment by Credit Card (if applicable)

The following credit card is accepted: MasterCard.

# 7.5.5 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 12 – Payment Period and Article 13 - Interest on Overdue Accounts, set out in 2010C (2014-09-25) General Conditions - Services (Medium Complexity) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at <a href="http://www.justice.gc.ca/eng/contact/enrol-inscri.html">http://www.justice.gc.ca/eng/contact/enrol-inscri.html</a>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 12 – Payment Period and Article 13 - Interest on Overdue Accounts, set out in 2010C (2014-09-25) General Conditions - Services (Medium Complexity) forming part of this Contract will not apply, until the Contractor corrects the matter.

#### 7.6 Invoicing Instructions

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.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices.

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.

#### 7.7 Insurance

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

#### 7.8 Performance of the Work

SACC Manual clause B4078C (2008-05-12), Performance of the Work

#### **ANNEX A - STATEMENT OF WORK**

#### 1. PROJECT TITLE:

Translation and Editorial Services

#### 2. OBJECTIVE:

To acquire timely, consistent and reliable English-to-French translation, French-to-English translation and editorial services on an "as and when requested" basis to fill the current and growing requirements of the Department of Justice Canada, Corporate Services Branch and the Corporate Planning, Reporting and Risk Division of the Finance and Planning Branch.

#### 3. BACKGROUND:

The Department of Justice requires translation and/or editing services for a broad range of documents, templates, practice guides and other tools including but not limited to:

- Two annual performance reports to Parliament (Report on Plans and Priorities and the Departmental Performance Report);
- Data collection templates and accompanying Training Guides to support the Management Accountability Framework;
- Departmental Strategic Plans;
- Templates, Guides and other related technical material to support the development of Sector, Branch, Portfolio and Regional Business Plans, and risk management strategies and other strategic documents;
- Presentation materials and background documents for inclusion in binders for management retreats;
- A corporate risk profile plus periodic updates to the profile;
- Periodic updates to the Department's Program Activity Architecture (PAA) and Management Reporting and Results Structure (MRRS);
- Survey instruments and other standardized data collection instruments and questionnaires;
- Summary reports on results of analysis of client feedback;
- Briefing notes and presentation decks;
- Minutes, records of presentation, and records of decision from committee meetings;
- Evaluation reports;
- Reference Documents;
- Financial Reports;
- Policy instruments such as policies, procedures, guidelines, standards; and

#### 4. DESCRIPTION AND SCOPE OF THE WORK

The Offeror will provide to the Project Authority (PA)\* on an "as and when requested" basis, timely, professional-quality English-to-French and French-to-English translation services including original text translations, proofreading, revisions, text editing, and side-by-side reviews. The Offeror will ensure that appropriate quality control mechanisms are used to ensure the highest quality of translation services. It is estimated that over ninety percent of the requests will be for translation from English to French.

\*The Project Authority (PA) will vary depending on who is requesting the specific work. The PA will be identified on the Translation Services Request (TSR) that is sent with the requirement. The TSR form will be developed between Justice Canada and the Offeror based on the Offeror's web portal requirements.

The Offeror's Translation Team shall comprise of at least three (3) members (to a maximum of five (5) members), one of whom will be the Lead Translator, who will be responsible for providing guidance and direction to all other translators and will review all translated text to ensure the quality and consistency of all text provided to the client. The Lead Translator will also be responsible for conducting the translation for all documents with a security classification higher than PROTECTED B (up to and including SECRET). There must be an alternate translator designated as a backup for the Lead Translator to ensure work will continue if the Lead Translator is not available.

All requests will contain all the relevant details for processing and be sent electronically by Justice employees. Justice employees shall indicate on the order whether the document for translation is to be delivered in instalments and provide other related conditions, including lexicons and reference material (if applicable).

#### 4.1 Translation Services

Translation Services shall consist of:

- Translate from English-to-French or French-to-English all documents sent during the period of the standing offer.
   Documents may be of a general nature or related to some specialized fields as defined in the categories defined below in section 4.3 Categories of Work.
- Process all documents for translation, including quality control, within the timeframes described in Table A1 in section 4.4 Expected Delivery Timeframes, at a per-word price based on the number of words to be translated in the source text.
- Translate text in icons, graphics and illustrations keeping the same format.
- Ensure that all translations are reviewed for quality before being returned to the within the timeframes specified in Table A-1 in section 4.4 Expected Delivery Timeframes.
- Ensure the consistency of translation of large texts by limiting, as far as is reasonable, the number of different translators working on one text, and by providing an overall review of the completed text to ensure quality throughout as well as consistency in terminology and style.
- Translate changes that have been made to a source text. Justice Canada will highlight the changes to be translated.

Note: Documents for translation and revision will range from 1 to 120 pages in length. However, most of the work will be for documents of 1 to 20 pages in length.

# 4.2 Editing Services

Editing involves improvement of a text by making corrections to grammar, spelling, syntax and punctuation; and ensuring standardized style and appropriate use of terminology, resulting in a text that is easier to read and understand.

#### 4.3 Categories of Work

Three categories of work are identified:

- a) Category I: Translation or revision of core documents including reports, briefing notes, minutes of senior meetings, debriefs of senior meetings, binders for workshops, speeches, news releases, backgrounders, brochures, ministerial messages, and any other core documents identified in the call-up with, at the discretion of the Project Authority (PA) when accepting a Translation Service Request (TSR), negotiated turnaround dates.
- b) Category II: Translation or revision of complex materials including performance management, risk and business analyses, litigation reports, presentation decks, technical instruments, graphics, templates and/or other documents with complex formatting, and material of a highly technical nature and any other complex materials identified in the call up with, at the discretion of the PA when accepting a TSR, negotiated turnaround dates.
- **c)** Category III: Urgent translation and revision of Category I core documents and Category II complex materials with mandatory, non-negotiable turnaround times of same business day, often within one hour, or next business day, including weekends and statutory holidays.

#### 4.4 Expected Delivery Timeframes

The Offeror will provide translation and revision services in accordance with the following schedule. It is expected that editing services will be performed within approximately one third of the time that is required for translation services.

TABLE A-1: EXPECTED DELIVERY TIMEFRAMES			
# of Words for	Types of Services		
Translation/Revision	Regular	Urgent	Rush
Up to 1,000	Up to 7 hours	Up to 5 hours	Up to 3 hours
1,001 to 2,000	Up to 14 hours	Up to 7 hours	Up to 6 hours
2,001 to 4,000	Up to 3 days	Up to 2 days	Up to 1.5 days
4,001 to 10,000	Up to 5 days	Up to 3.5 days	Up to 3 days
10,001 to 15,000	Up to 8 days	Up to 7 days	Up to 6 days
15,001 to 20,000	Up to 10 days	Up to 8 days	Up to 7 days
20,001 to 25,000	Up to 12 days	Up to 10 days	Up to 9 days
25,001 to 30,000	Up to 14 days	Up to 12 days	Up to 10 days
30,001 to 35,000	Up to 16 days	Up to 14 days	Up to 12 days
35,001 and over	Up to 18 days	Up to 16 days	Up to 14 days

NOTE: Hours are working hours. Days are business days.

#### 4.5 Word Count

A "word" is defined as a single distinct conceptual unit of language and, for our purposes, is characterized as a continuous series of characters creating a unit. Numbers that appear within a text are considered to be components of words or entire words, depending upon their length. The word count function within standard word processing software will be used by the Offeror to determine the total number of words in a document, and this word count shall be stated in the delivered work. If the software Justice Canada provided the text in does not have a word count function, the word count can be done by 'copy and paste' to Microsoft Word or by calculating it manually. When the document to be translated is not submitted in electronic format, the word count of the source text will be calculated manually.

Justice Canada may request translation of selected text within a document. The selected text will be highlighted by Justice Canada. The word count will be based only on the sections to be translated and not the entire document. If changes are requested by Justice Canada to a text that has already been translated, such a change shall be treated as a new order.

The Project Authority reserve the right to verify the accuracy of, and to correct, the Offeror's stated word count.

#### 4.6 Level of Services Required

The Offeror will be required to ensure that:

- the messages of the original text are conveyed accurately and effectively in the translated document, including proper terminology;
- spelling and rules of grammar are respected and the text is corrected accordingly;
- translating a text into another language takes into account the tone, style and terminology as used by the author, and is appropriate for the audience for which the text is intended;
- the scientific or technical exactitude of a translation is accurate in comparison with and conforms to the source text; and
- each translated or edited text is reviewed and approved at no additional cost by the Offeror's quality assurance section before the text is returned Justice Canada.

#### 4.7 Hours of Operation

The Offeror shall provide services from 8 a.m. to 5 p.m. EST during normal working days (statutory holidays are not included, except Ontario Family Day). The daily cut-off time for order placement by Justice Canada is 3:00 p.m. local time. Orders submitted after the cut-off time will be time-stamped by the Offeror at 8 a.m. EST the next business day and handled accordingly. For rush and urgent orders not submitted to the Offeror before the cut-off time, JUS will notify the Offeror in advance by telephone, fax or email.

In exceptional situations, orders may be placed with the Offeror that will require working outside regular working hours, during weekends or statutory holidays. In such a case, a special premium equal will apply in accordance with the prices stipulated in Annex B – Basis of Payment.

#### 4.8 Client Support

Justice Canada will provide the Offeror with the names of resource people as well as any background information or reference documents and terminology sources they may have that pertain to the document to be translated (example: publications, electronic or hardcopy version of reports).

#### 5. DELIVERABLES

- The Offeror will deliver all translated texts to the requestor by the date specified in the Translation Service Request (TSR) unless negotiated differently in writing with the requestor.
- The Offeror must deliver virus-free texts.
- The work must be done using the software version requested or using the same software used in the original text.
- Unclassified deliverables and deliverables with a security classification up to PROTECTED B must be submitted electronically.
- Translation of documents with a security classification up to the level of PROTECTED B must be done at the
  Offeror's premises in the National Capital Region.
- Deliverables with a security classification of PROTECTED C to SECRET must be completed and submitted at
  Justice Canada's premises in the National Capital Region by the Lead Translator (or their alternate/backup). The
  Offeror is required to have a secure web portal to submit requests and transmit documents.
- The Offeror is required to have a secure web portal to submit requests and transmit documents up to the security classification of PROTECTED B.
- Other Specific Requirements
  - a) No deadline shall be extended without the prior written approval of the requestor.

b) In the case of an urgent requirement, the non-negotiable deadline will be indicated on the TSR form.

The list of formats being currently used at Justice Canada include: Windows Office Suite 2013 for MS-Word, MS PowerPoint, MS Excel, MS Project. The Offeror must be prepared to acquire and able to use other software programs identified by Justice. If the above-mentioned products change (i.e. different products and/or versions), the Offeror will be given 30 calendar days' notice before a change in software is implemented.

The Offeror shall use virus detection and elimination systems and shall not use unauthorized codes, e.g. - in word processing or creating tables. The Offeror shall take the necessary measures to ensure the delivery of its translations on electronic media or systems is free of viruses (the virus software currently used by the Justice's Information Solutions Branch is McAfee Virus Scan v8.8 with the latest DAT files).

# 5.1 Monitoring of Deliverables

The Offeror shall monitor and assure the achievement of the standard service levels established under the Standing Offer.

The Offeror shall at all times have in place a corrective measures process to be used in the event of sub-standard performance or not achieving the standard service levels relating to service quality, availability, order processing, delivery, and client management.

#### 6. COMMUNICATIONS AND OFFICIAL LANGUAGES

The Offeror shall contact the identified Project Authority (PA) from Justice on the order, for resolution of issues related to the services requested.

In the event that there is a need for meetings to discuss a particular translation request or the overall quality of translations, such meetings will generally be held via e-mail or telephone. At the PA's request, meetings may be held on Justice's site at no additional cost to Canada.

Delivery services pursuant to this Standing Offer must be provided in both official languages. The Offeror and the resources must be capable of communicating verbally and in writing with the client in both official languages.

#### 7. EQUIPMENT AND SUPPLIES

The Offeror shall supply everything necessary for the performance of the Work, including all the resources, facilities, labour and supervision, management, services, equipment, inspection and quality assurance procedures, and planning necessary to perform the Work.

The Offeror must have the required equipment for receiving and transmitting documents via secure web interface, facsimile, electronic mail, some types of electronic support (zip drive, CD/DVD, memory stick or others) or courier services.

The Offeror shall be responsible for acquiring all new and (or) upgraded versions of any software applications and peripherals required to perform the work, at no additional cost to Canada.

# 8. DOCUMENTATION AND TERMINOLOGY

The Project Authority (PA) will provide the Offeror with appropriate templates in order to produce the translated documents in the same format as the source document. Justice will, whenever possible, provide the Offeror with previously translated text, sample documents, lexis and other reference material to assist the translators/editors in maintaining the style, the cultural context and language level of the source text.

At no additional cost to Canada, the Offeror shall track, retain, and augment the Client translation terminology collection by submitting, with the translated text, a list of terms and expressions contained in the translation text which are not found in common reference works and terminology banks and maintain this list of terms for future use. The list(s) shall be in a format or software compatible and agreed upon by the Project Authority.

It is the Offeror's responsibility to acquire all other relevant materials and documentation such as dictionaries, specialized glossaries, copies of legislation, and, to use the terminology accepted throughout the government.

#### 9. LINGUISTIC QUALITY AND TERMINOLOGY UNIFORMITY

The quality of the work delivered under the Standing Offer must meet the following and be to the satisfaction of the Project Authority. The Offeror must:

9.1 Use a style and language appropriate to the target reader that accurately communicates the message of the source text;

- 9.2 Ensure the work contains standardized and consistent terminology when using the services of more than one translator, while respecting the prescribed deadlines:
- 9.3 Deliver work that is absent of major errors. Major errors include but are not limited to:
  - Inconsistent use of terms (where different words are used to describe the same term)
  - Misinterpretation (where a translated term from the same lexical field is used that changes the intent of the original text - e.g., original text "large house", translated text "château")
  - Barbarism (a non-standard word or expression)
  - d) Solecism (a sentence that contains a syntax that does not exist in the target language)
  - e) Mistranslation (a word or phrase that has a contrary meaning to what was expressed in the original text)
  - Nonsensical (translation that lacks coherency or meaning in the target language) f)
  - g) Additions (terms, phrases or concepts put into the target text that do not appear in the original text)
  - Omissions (terms, phrases or concepts in the original text that are omitted from the target text)
- 9.4 Ensure a high quality of work. Given the nature of the documents originating from the Department of Justice, the quality of translations must be of superior level and meet the client's satisfaction. Draft translated material must not contain any serious errors and not more than 2 minor errors for every 400 words of text (minor errors are defined as grammatical, punctuation and typing). Because the Offeror will have to ensure editing of urgent texts, the final version of these texts must not contain any errors at all.
- Deliver the work in the application, format, style and layout of the source document that is used by the Project 9.5 Authority unless otherwise requested in the TSR. In addition, the following conditions shall be adhered to:
  - No conversions will be accepted in any form. Consequently, it will not be possible to convert from one type of office application (for example, from a Macintosh to a PC-compatible format), or to save texts in an earlier or later version of the application(s) of the source document.
  - b) The Offeror 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 Offeror shall not use unauthorized codes in word processing, tables, etc.
- 9.6 Carry out quality control of work and text revisions before submitting to the Project Authorities.

#### 10. TERMINOLOGY RESOURCE PERSONS

The Offeror may direct requests for terminology information to the contact person named on the approved TSR.

The Offeror shall limit the requests for terminology information to infrequent short periods of time, for example, to obtain clarification of difficult parts of a text or translation of terms and expressions not found in any Reference Document.

#### 11. LOCATION OF WORK

Work shall be performed at the resource's preferred site, the Offeror's site in the National Capital Region, or the Department of Justice Canada's site in the National Capital Region, subject to the conditions of Article 5 above.

#### 12. RECEIPT AND DELIVERY OF TEXTS

Receipt and delivery shall be during Business Hours (8:00am ¬- 5:00pm Eastern Time) unless otherwise requested by the Project Authority (PA) in the TSR.

- 12.1 For Unclassified Documents:
  - The documents to be translated will be sent to the Offeror electronically from the Project Authority's office, accompanied by the approved Translation Service Request (TSR) form.
  - The Offeror is responsible for the receipt and delivery of documents from and to the Project Authority's office and shall receive and transmit documents by electronic mail or Internet. If receipt or delivery problems occur, the Offeror shall deliver an electronic version and hard copy of the documents by courier services, at no additional cost to Canada.
- 12.2 For Classified Documents up to PROTECTED B:
  - The Translation Service Request form will be sent to the Offeror electronically from the Project Authority's (PA)
  - The Offeror must receive and deliver the documents by secure Web portal, and translate them on the Offeror's premises in the National Capital Region, using the Offeror's office equipment as specified in Article 5, at no additional cost to Canada. If receipt or delivery problems occur, the Offeror shall deliver an electronic version and hard copy of the documents by courier services, at no additional cost to Canada.

#### 12.3 For Classified Documents PROTECTED C to SECRET:

Canada

- The Translation Service Request form will be sent to the Offeror electronically from the Project Authority's (PA) office.
- The Offeror must make arrangements with the PA for the Lead Translator (or their alternate/backup) to translate the necessary documents at the Department of Justice Canada's premises in the National Capital Region, using Justice Canada's office equipment.

# 13. ADDRESS FOR TEXT PICKUP, DELIVERY AND COMPLETION OF TRANSLATION FOR DOCUMENTS PROTECTED C TO SECRET

The address is as follows:

Department of Justice Canada Department of Justice Canada 284 Wellington Street, Ottawa ON OR 275 Sparks Street, Ottawa ON K1A 0H8 K1A 0H8

Specific contact names and information will be provided on each TSR form, as and when required.

#### 14. QUALITY EVALUATION

All translated/edited texts shall be subject to an evaluation by the requestor, using the Attachment 1 to Annex A: Quality Assessment Tool.

Each translated/edited document will be assessed with the following quality criteria:

- a) containing no more than two (2) minor mistakes (e.g. punctuation, spelling, verb tense,) per 400 words;
- b) no major mistakes (e.g., mistranslation, gibberish, mistakes in figures, omission of part of the source text); and
- conforming to the format of the source document. The work shall be submitted in the required format and software specified in the TSR form, using a uniform and accurate style so that it can be used without costly or time-consuming modification.

Unsatisfactory translations or edited texts that do not meet the quality criteria may result in the Project Authority (PA) exercising their rights - including, but not limited to, returning the work to the Offeror for correction at no additional cost to Justice Canada.

# ATTACHMENT 1 TO ANNEX A - QUALITY ASSESSMENT TOOL

Document Description/Title:	
Service requested: Translation $\square$	Editing ☐ (answer *)
Rating the services	

	a. Quality	Satisfactory	Not satisfactory (provide description / examples)
*	Grammar / Syntax		
*	Spelling		
	Completeness (all sections translated)		
*	Terminology (Usage of consistent and proper terminology, including accurate titles throughout the document, according to the reference documents provided)		
	Accuracy		
	Format (presentation of the text consistent with source document)		
	Style {appropriate voice (active, passive), capitalization, italicization, hyphenation, etc.}		

	b. Delivery Timeline	Yes	No (provide details)
*	Was the order completed and returned within the expected		
	delivery timeline?		



# **ANNEX B - BASIS OF PAYMENT**

#### FIRM ALL INCLUSIVE RATES

In consideration of the Offeror satisfactorily completing its obligations under this Standing Offer, the Offeror will be paid the following firm, all-inclusive rates as outlined in the table below. Customs duties are included and Applicable Taxes are extra.

The firm, all-inclusive rates specified below shall include all expenses associated with the Work as described under Annex A – Statement of Work. Such expenses pay include, but are not limited to: work processing, reports, photocopy, courier services, travel within the National Capital Region, software, telephone calls and the reception and transmission and/or delivery of the documents.

For billing purposes, the firm, all-inclusive rates in effect on the Work Due Date specified on the applicable Translation Services Request form are to be used.

Billing will be based on the word count of the source document as verified and accepted by the Project Authority, and computed per the Statement of Work, Article 5.

FIRM ALL-INCLUSIVE RATES – TRANSLATION REQUIREMENTS				
Category I: Text only translation and revision of core documents including speeches, news releases, backgrounders, brochures, ministerial messages, etc with negotiated due dates.				
Type and Hours of Work	Initial Period Rate: Jan 1, 2016 to Dec 31, 2016	Option Period 1 Rate: Jan 1, 2017 to Dec31, 2017		
Base Rate: Weekdays 7am to 7pm	\$/word	\$/word		
Category II: Translation and/or revision of complex materials including presentation decks, technical instruments, graphics, templates and/or other documents with complex formatting, and material of a highly technical nature etc. with negotiated due dates.				
Type and Hours of Work	Initial Period Rate: Jan 1, 2016 to Dec 31, 2016	Option Period 1 Rate: Jan 1, 2017 to Dec31, 2017		
Base Rate: Weekdays 7am to 7pm	\$/word	\$/word		
Category III: Urgent translations and revisions of Category I core documents and Category II complex materials with mandatory turnaround of same business day, often within one hour, or next business day.				
Type and Hours of Work	Initial Period Rate: Jan 1, 2016 to Dec 31, 2016	Option Period 1 Rate: Jan 1, 2017 to Dec31, 2017		
Base Rate: Weekdays 7am to 7pm	\$/word	\$/word		
Premium Rate: Weekdays between 7pm and 7am	\$/word	\$/word		
Premium Rate: Weekends and Statutory Holidays	\$/word	\$/word		

(The above Table will be filled in at Standing Offer Award)

- B.1 Any Offeror or Offeror's resources that are required to work on site during non-business hours under this Standing Offer must obtain preauthorization in writing by the Project Authority prior to commencing work.
- B.2 All payments are subject to Government audit.

ANNEX B - BASIS OF PAYMENT Page 34 of - de 41

# ANNEX C - SECURITY REQUIREMENTS CHECK LIST

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Government of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat PR 1000018167 Security Classification / Classification de sécurité Unclarrified

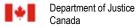
SECURITY REQUIREMENTS CHECK LIST (SRCL)

ART A - CONTRACT INFO	RMATION / PARTIE	FICATION DES EXIGENCES RELATIVA - INFORMATION CONTRACTUELLE	CANCELL AND DESCRIPTION OF THE PARTY OF THE	VI III				
Originating Government De	epartment or Organiz	ation /	<ol><li>Branch or Directorate / Direction générale ou Direction</li></ol>	ction				
Ministère ou organisme go		Department of Cubico Cumina	Corporate Services Branch					
a) Subcontract Number / N	luméro du contrat de	sous-traitance 3. b) Name and Add	ress of Subcontractor / Nom et adresse du sous-traitant					
Brief Description of Work /	Brève description du	travail						
Translation and editorial services Branch	ices for Corporate Mana	gement Branch, Communications Branch and the	Corporate Planning, Reporting and Risk Division of the Corpora	ite				
		*						
a) Will the supplier require Le fournisseur aura-t-il a	access to Controlled	Goods? dises contrôlées?	✓ No Non	□ Ye				
Regulations? Le fournisseur aura-t-il a	accès à des données	ed military technical data subject to the provi techniques militaires non classifiées qui so	sions of the Technical Data Control  Non assujetties aux dispositions du Règlement	O O				
sur le contrôle des donn Indicate the type of access		e type d'accès requis						
Contraction of the Contract of			information or acceta?	T/Y				
Le fournisseur ainsi que (Specify the level of acc (Préciser le niveau d'ac	les employés auron ess using the chart in cès en utilisant le tab	leau qui se trouve à la question 7. c)	iens PROTÉGÉS et/ou CLASSIFIÉS? Non					
<ul> <li>b) Will the supplier and its PROTECTED and/or Cl Le fournisseur et ses en</li> </ul>	employees (e.g. clea LASSIFIED information oployés (p. ex. netto)	ners, maintenance personnel) require acces on or assets is permitted. yeurs, personnel d'entretien) auront-ils accè	ss to restricted access areas? No access to No Non Non Non Non Non Non Non Non Non	, O				
a des renseignements d	urier or delivery requi	ÉGÉS et/ou CLASSIFIÉS n'est pas autorisé rement with no overnight storage?	, No	TY				
S'agit-il d'un contrat de	messagerie ou de liv	raison commerciale sans entreposage de n						
. a) Indicate the type of info	rmation that the supp	lier will be required to access / Indiquer le ty	pe d'information auquel le fournisseur devra avoir accès	3				
Canada	· 🗸	NATO / OTAN	Foreign / Étranger					
. b) Release restrictions / R	estrictions relatives à	la diffusion						
No release restrictions		All NATO countries	No release restrictions					
Aucune restriction relative	✓	Tous les pays de l'OTAN	Aucune restriction relative					
à la diffusion		17 - 17 - 17 - 17 - 17 - 17 - 17 - 17 -	à la diffusion					
Not releasable								
À ne pas diffuser								
A lie pas diliusei								
?estricted to: / Limité à :		Restricted to: / Limité à : Restricted to: / Limité à :						
Specify country(ies): / Préci	iser le(s) pays :	Specify country(ies): / Préciser le(s) pa	sys: Specify country(ies): / Préciser le(s) pay	/s:				
. c) Level of information / N	veau d'information							
PROTECTED A		NATO UNCLASSIFIED	PROTECTED A	-				
PROTÉGÉ A	1	NATO NON CLASSIFIÉ	PROTÉGÉ A					
PROTECTED B		NATO RESTRICTED	PROTECTED B					
PROTÉGÉ B	1	NATO DIFFUSION RESTREINTE	PROTÉGÉ B					
PROTECTED C		NATO CONFIDENTIAL	PROTECTED C					
PROTÉGÉ C	<b>√</b>	NATO CONFIDENTIEL	PROTÉGÉ C					
CONFIDENTIAL		NATO SECRET	CONFIDENTIAL					
CONFIDENTIEL	1	NATO SECRET	CONFIDENTIEL					
SECRET		COSMIC TOP SECRET	SECRET					
SECRET	1	COSMIC TRÈS SECRET	SECRET					
TOP SECRET			TOP SECRET					
TRÈS SECRET			TRÈS SECRET					
TOP SECRET (SIGINT)			TOP SECRET (SIGINT)					

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Unclarrified

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Government of Canada Gouvernement du Canada

Contract Number / Numéro du contrat PR 1000018167 Security Classification / Classification de sécurité Unclarrified

PART A (cont	inued) / PARTIE A (suite)	STATE OF THE STATE OF	CA SUPERIOR DECIMAL		SPECIAL PROPERTY.
	plier require access to PROTECTED an	d/or CLASSIFIED COMSEC in	nformation or assets?	(*************************************	No Yes
	eur aura-t-il accès à des renseignement	s ou à des biens COMSEC dé	signés PROTÉGÉS et/o	u CLASSIFIÉS?	✓ Non — Oui
	ate the level of sensitivity: native, indiquer le niveau de sensibilité :				
	plier require access to extremely sensiti		sets?	04-2000-120	/ No Yes
Le fournisse	eur aura-t-il accès à des renseignement	s ou à des biens INFOSEC de	nature extrêmement dé	licate?	Non Oui
Short Title/s	s) of material / Titre(s) abrégé(s) du mat	óriol ·			
	Number / Numéro du document :	cilci .			77
	SONNEL (SUPPLIER) / PARTIE B - P			Service of April 1985	A STATE OF THE PARTY OF THE PARTY.
10. a) Personn	el security screening level required / Ni	veau de contrôle de la sécurité	du personnel requis		
	RELIABILITY STATUS	CONFIDENTIAL	SECRET	TOP SEC	RET
<b>✓</b>	COTE DE FIABILITÉ	CONFIDENTIEL	✓ SECRET	TRÈS SE	CRET
	TOP SECRET- SIGINT	NATO CONFIDENTIAL	☐ NATO SECRET	COSMIC	TOP SECRET
	TRÈS SECRET – SIGINT	NATO CONFIDENTIEL	NATO SECRET	COSMIC :	TRÈS SECRET
	SITE ACCESS				6
	ACCÈS AUX EMPLACEMENTS				V
	Special comments:				
	Commentaires spéciaux : See Secu	rity Classification Guide			
	NOTE: If multiple levels of screening a	re identified, a Security Classific	ation Guide must be prov	vided.	
	REMARQUE : Si plusieurs niveaux de		uis, un guide de classific	ation de la sécurité doit être	
	screened personnel be used for portions onnel sans autorisation sécuritaire peut		u travail?		✓ No Yes Oui
700000	vill unscreened personnel be escorted?	-ii se voii comiei des parties d	u liavaii:		No Yes
	ffirmative, le personnel en question ser	a-t-il escorté?			Non Oui
	EGUARDS (SUPPLIER) / PARTIE C -		(FOURNISSEUR)	security and a second section of	the state of the state of
INFORMATIO	ON / ASSETS / RENSEIGNEMENT	S / BIENS			
11 a) Will the	supplier be required to receive and stor	a PROTECTED and/or CLAS	SIEIED information or as	seate on its site or	□ No □ Yes
premise		e i Noteoteb anaroi ocho	on IED anormation or as	adda dir ita aito di	Non ✓ Oui
Le fourn	isseur sera-t-il tenu de recevoir et d'ent	reposer sur place des renseig	nements ou des biens P	ROTÉGÉS et/ou	
CLASSI	FIÉS?				
11. b) Will the	supplier be required to safeguard COM	SEC information or assets?			No □Y€
	isseur sera-t-il tenu de protéger des rer		OMSEC?		✓ Non Oui
PRODUCTIO	ON .				
24 (2000)	76/90 6 90 7				000000000000000000000000000000000000000
	production (manufacture, and/or repair an the supplier's site or premises?	d/or modification) of PROTECT	ED and/or CLASSIFIED	material or equipment	V Non Yes Oui
	allations du fournisseur serviront-elles à la	production (fabrication et/ou ré	paration et/ou modification	on) de matériel PROTÉGÉ	I Non Cou
	ASSIFIÉ?				
INFORMATIO	ON TECHNOLOGY (IT) MEDIA / SUF	PPORT RELATIF A LA TECHN	OLOGIE DE L'INFORMA	ATION (TI)	
			Victor (AT 12) All and the STate (Manager State)		□ Na □Vaa
	supplier be required to use its IT systems	to electronically process, produ	ce or store PROTECTED	and/or CLASSIFIED	No Ves Non Ves
Le fourn	ion or data? isseur sera-t-il tenu d'utiliser ses propres	systèmes informatiques pour tr	aiter, produire ou stocker	électroniquement des	
renseigr	nements ou des données PROTÉGÉS et	ou CLASSIFIÉS?			
	e be an electronic link between the suppli				✓ No Yes
	ra-t-on d'un lien électronique entre le sys ementale?	teme informatique du fournissei	ur et ceiui au ministere ou	i de i agence	Non LOui
gouven	onronare:				
TDO/OOT OF	0.400/2004/40)	Convity Classification / Olar	elfication de céruité	1	
1BS/SCT 35	0-103(2004/12)	Security Classification / Class			Comade
		Unclarrifi	ea		Canadä



of Canada

Government Gouvernement du Canada

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PR 1000018167

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Category Catégorie		PROTECTED PROTÉGÉ		CLASSIFIED CLASSIFIÉ		NATO				COMSEC						
		T	2	Commission		TOP	NATO	NATO	NATO SECRET	COSMIC		OTECTE		CONFIDENTIAL	SECRET	TOP
	A	В	С	CONFIDENTIAL CONFIDENTIAL	SECRET	SECRET TRÉS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL	SECRET	SECRET COSMIC TRÉS SECRET	A	В	С	CONFIDENTIAL	SECRET	TRES SECRET
ormation / Assets nseignements / Biens aduction	V	1														
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« Classificati	fy thativ	trava nis fo e, cla de se ntatio	orm assi ecur	sé par la prése by annotating fier le présen ité » au haut	the top t formula et au bas	and botto ire en ind du form	e de nature P om in the are liquant le ni- ulaire. CTED and/or	ROTÉGÉE et ea entitled "S veau de sécu CLASSIFIED?	ou CLAS ecurity C rité dans	lassificat	ion". ntitul	ée		]	No Non	
attachments	(e.g	. SE	CRE	by annotating T with Attacl fier le présen ité » au haut	nments). t formula	ire en inc	liquant le ni		ırité dans	la case i	ntitul	ée				

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# **SECURITY GUIDE (to accompany the SRCL)**

There must be a minimum of three (3) to a maximum of five (5) proposed translators that are available to perform the work under a resulting Standing Offer.

# Of the proposed translators:

- All proposed translators must hold, at a minimum, a valid RELIABILITY STATUS, granted and approved by CISD/PWGSC
- The proposed Lead Translator must hold, at a minimum, a valid SECRET security clearance, granted and approved by CISD/PWGSC
- The proposed alternate/backup Lead Translator must hold, at a minimum, a valid SECRET security clearance, granted and approved by CISD/PWGSC.

# For Classified Documents up to PROTECTED B:

The Offeror must receive and deliver the documents by secure Web portal, and translate them on the Offeror's premises in the National Capital Region, using the Offeror's office equipment, at no additional cost to Canada. If receipt or delivery problems occur, the Offeror shall deliver an electronic version and hard copy of the documents by courier services, at no additional cost to Canada.

#### For Classified Documents PROTECTED C to SECRET:

The Offeror must make arrangements with the Project Authority for the Lead Translator (or their alternate/backup) to translate the necessary documents at the Department of Justice Canada's premises in the National Capital Region, using Justice Canada's office equipment.

#### ANNEX D – RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM



Canada

Department of Justice Ministère de la Justice Canada

RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST

DEMANDE D'ADHÉSION DU BÉNÉFICIAIRE AU PAIEMENT ÉLECTRONIQUE

Protégé B

Protected B

# Guideline on Completing the Recipient Electronic Payment Registration Request Form

#### INTRODUCTION

Recipients now have the option to receive payments from the Department of Justice Canada (DOJ) by cheque or by electronic payment. If you choose to sign up for electronic payments please print and complete the Recipient Electronic Payment Registration Request form. Please note, electronic payments will be made in Canadian dollars and can only be deposited into Canadian bank accounts.

There are two electronic payment modes available:

- 1. Direct Deposit (DD) Once payments are deposited, DOJ will send the following information by e-mail: amount of payment, date of payment, invoice number, DOJ reference number, and brief description of the payment. This e-mail notification will act in lieu of a cheque stub.
- 2. Electronic Data Interchange (EDI) To enrol in EDI you must contact your financial institution to ensure that the account is EDI-capable. There may be a fee for this service, as the financial institution notifies its clients according to its own criteria.

#### Changes to bank account used

If you wish to make any changes to the bank account used for payments (change of address, financial institution, branch, account number, etc.) you must complete a new Recipient Electronic Payment Registration Request form. When you request one of these changes, DO NOT CLOSE the present account until you receive your payment in accordance with that change.

#### COMPLETING OF FORM

There are three sections of the Recipient Electronic Payment Registration Request form that must be completed by the recipient.

#### 1 - TYPE OF REQUEST

Please complete this section by filling out one of the three request types described below.

#### New request

If you choose to sign up for electronic payments with DOJ, please check the "New request" box and indicate which mode of payment you wish to use: DD or EDI.

If you are already registered for electronic payments with DOJ, however, wish to modify your banking information or mode of electronic payment, please select the "Change" box and mark all other boxes that apply to your change request.

#### Cancellation

If you wish to opt out of the DOJ's electronic payments and return to receiving payments by cheque, you must select the "Cancel" box and complete only the second section of the form.

#### 2 - RECIPIENT INFORMATION AND AUTHORIZATION

This section must be completed, signed and dated by the appropriate person (or persons) in order to authorize the electronic payment enrolment request, or to modify or cancel electronic payments.

#### If the recipient is an individual

Please enter your name, address and telephone number AS WELL AS AN E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment. Also, you must sign the form in this section in order to authorize your request.

#### If the recipient is an organization

Please enter the name and address of your organization and make sure to complete the "Name of payment contact" field with the name of the contact person from your organization. Please also include the contact person's telephone number AND E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment.

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Department of Justice Ministère de la Justice Canada Canada

RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST

DEMANDE D'ADHÉSION DU BÉNÉFICIAIRE AU PAIEMENT ÉLECTRONIQUE Protégé B Protected B

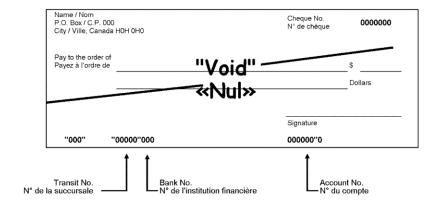
Also, authorized representative(s) must include their name, position, telephone number and signature, in order to authorize the request.

This section allows for up to two people to sign the form, in cases where the recipient requires two signatures for authorization, to receive, modify or cancel electronic payments.

#### 3 - BANKING INFORMATION

#### If you attach a void cheque

Please attach a void cheque and complete fields 1, 2, 3 and 4 of this section. The void cheque must be from the account you wish to use for electronic payments. A sample of a void cheque is provided below identifying where the transit, bank and account numbers are located.



#### If you do not attach a void cheque

If you do not provide a void cheque, the financial institution must validate the banking information by completing fields 5, 6 and 7 of the form. The financial institution must provide the name, address and telephone number of the financial institution, bank stamp and sign the form.

# 4 - FOR DEPARTMENT OF JUSTICE CANADA ONLY

This section is strictly reserved for DOJ's use only.

# SENDING YOUR REQUEST TO THE DEPARTMENT OF JUSTICE CANADA

Please send the duly completed form with original signature(s) to the following address:

Chief, Accounting Services Room 1263, East Memorial Building Department of Justice Canada 284 Wellington Street Ottawa, Ontario K1A 0H8

Please write the following on the envelope: "To be opened by addressee only'."

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Department of Justice Ministère de la Justice Canada Canada		ELECTRONIC REGISTRATION	DEMANDE D'AI BENÉFICIAIRE ELECTRONIQU	DHÉSION DU AU PAIEMENT E	Protégé E Protected E	
Your personal information are requested and compile payment program. The information is mandatory in the protected and used in conformity with the <i>Privacy Ac</i> has the right to demand any modification. These informs	ed by the Department to e case where a Re to Under the <i>Privac</i>	cipient decides to y Act, each Recip	da for the purpose participate in the p ient has access to	of administering the program. This inform their personal info	nation will be	
MPORTANT  → Must be a Canadian recipient holding For Electronic Data Interchange (ED you may be charged EDI service fee Note that Direct Deposit payments or	ol), compliancy must be es.	e confirmed by your f	financial institution a	nd		
- TYPE OF REQUEST  New request   □ Direct Deposit (DD)	☐ Electronic	Data Interchange (E	EDI)			
Change   to banking information (provide a reference to be posit (DD) to Electronic Data Interchange (ED)	☐ from Elec	tronic Data Interchar	nge (EDI) to			
Cancel electronic payment and revert to cheques - RECIPIENT INFORMATION AND AUTHORIZATI Name of Organization or Name of Individual (recipient)		,				
Address		Name of Payment	Contact (please prin	t)		
Dity		Telephone	F	ах		
Province	Postal Code	E-mail for Payment	Notifications (pleas	e print)		
Name(s) and Title(s) of Authorized Representative(s) and Si	ignatory(ies), for orgar	izations only <i>(please</i>	e print)	elephone		
Signature [  3 - BANKING INFORMATION  Please attach a blank cheque from your bank account with "	Date  'Void' written on it and	complete fields 1, 2	Signature , 3 and 4 below with	your banking informa	ation.	
Branch Number (transit) 2 Financial Institution Nu		Name(s) of Account		your banking informa	ition.	
Account Number						
f you do not attach a void cheque, your financial institution of Financial Institution Name, Address and Telephone Num		king information by of Financial Institution		3 and 7 below.		
Signature of Financial Institution Representative						
4 - FOR DEPARTMENT OF JUSTICE CANADA ON PROCESSED BY	LY		Vendor Code			
Signature		Date				
VERIFIED BY  ☐ Payment Method Changed  Name (please print)	s	ignature				
JUS 778e-4 (2012/12) p. 3				Date		
				Date		