

RETURN OFFERS TO :	Title — Sujet:				
RETOURNER LES OFFRES À : Bid Receiving - Réception des soumissions:	Translation Services Solicitation No. — N ^o . de I'invitation	Date:			
Attention , DLIO Finance (Dressurger ant/Dide	21201-15-2144406/B	June 27, 2016/ 27 juin 2016			
Attention : RHQ Finance/Procurement/Bids AR Finance/Approvisionnements/Soumissions	Client Reference No. — N°. de Référence du Client				
1045 Main Street, 2 nd Floor	21201-15-2144406				
Moncton, NB E1C1H1	GETS Reference No. — N° de	Référence de SEAG			
REQUEST FOR A STANDING OFFER	PW-16-00738066				
DEMANDE D'OFFRE À	Solicitation Closes —	Perence No. — N°. de Référence de SEAG 238066 In Closes — In prend fin D/14 : 00 ugust 15, 2016/15 Fuseau horaire AST/HNA quired — Livraison exigée : • Voir aux présentes A.B. e: Destination: Other-Autre: nquiries to — Soumettre toutes questions à: Igent, Regional Contract Officer ent@csc-scc.gc.ca No. – N° de Fax No. – N° de télécopieur: 506-851-6327 of Goods, Services and Construction: des biens, services et construction: er call-up Ion la commande subséquente.			
COMMANDES	L'invitation prend fin	June 27, 2016/ 27 juin 2016 Référence du Client Référence de SEAG Time Zone Fuseau horaire AST/HNA			
Regional Individual Standing Offer (RISO)	at /à : 2 :00/14 :00	AST/HNA			
Offre à commandes Individuelle régionale	On / Le : August 15, 2016/15				
(OCIR)	août 2016				
Canada, as represented by the Minister of the Correctional Service of Canada, hereby requests a Standing Offer on behalf of the Identified Users	Delivery Required — Livraison ex See herein – Voir aux présentes	kigée :			
herein.	F.O.B. — F.A.B.				
Le Canada, représenté par le ministre du Service	Plant – Usine: Destinati	on: Other-Autre:			
correctionnel Canada, autorise par la présente, une offre à commandes au nom des utilisateurs					
identifiés énumérés ci-après.					
Comments — Commentaires :	Andrea.nugent@csc-scc.gc.ca				
oomments — oommentaires .	Telephone No. – N° de téléphone:	Fax No. – N° de télécopieur:			
	506-851-6977	506-851-6327			
Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur :		t construction:			
	de sécurité.	includes provisions for security. des comprend des dispositions en matière			
	Instructions: See Herein Instructions : Voir aux présentes				
Telephone # — N° de Téléphone :	-				
Fax # — No de télécopieur :					
Email / Courriel :	Name / Nom	Title / Titre			
GST # or SIN or Business $\# - N^{\circ}$ de TPS					
ou NAS ou N° d'entreprise :	Signature	Date			
	(Sign and return cover page wit Signer et retourner la page de c				



This bid solicitation cancels and supersedes previous bid solicitation number 21201-15-2144406 dated November 9, 2015 with a closing date of January 18, 2016 and was cancelled on January 8, 2016.

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offer (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 and any other annexes.

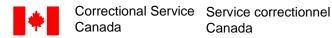
2. Summary

(i) The Correctional Service of Canada (CSC), Atlantic Region, has a requirement for translation services on an as and when required basis, including terminological research, on various general and specialized documents. Documents are at a Protected A or Protected B security level.

CSC may award up to two (2) Standing Offers for the provision of translation services. Work will be assigned on a right of first refusal basis: The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked Contractor to determine if the requirement can be satisfied by that Contractor. If the highest-ranked Contractor is able to meet the requirement, a call-up will be made against its standing offer. If that Contractor is unable to meet the requirement, the identified user will contact the next ranked Contractor. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked Contractor is unable to fulfill the need, the identified user is required to document its file appropriately.

Standing Offer #1 will be allocated 90% of the work - \$225,000.00 and; Standing Offer#2 will be allocated 10% of the work - \$25,000.00.

(ii) The services will be provided to Atlantic Regional Headquarters, the Atlantic District Office,



Community Corrections and it's subordinate offices, and Federal Institutional sites in the Atlantic region. Federal Institutional sites include, Dorchester Penitentiary, medium and minimum sector, Shepody Healing Centre, Atlantic Institution, Springhill Institution, Nova Institution for Women, The services will also be provided to Atlantic Region sectors reporting to National Headquarters, such as Regional Staff College, CORCAN, IMS, Health Services and Human Resources,

- (iii) the period of the Standing Offer is from April 1, 2017 to March 31, 2018 with three (3) option periods;
- (iv) For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offer (RFSO).
- (v) The requirement is subject to the Agreement on Internal Trade (AIT).

3. Revision of Departmental Name

As this request for Standing Offer is issued by Correctional Service of Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, shall be interpreted as a reference to CSC or its Minister.

4. Security Requirement

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 <u>Industrial</u> <u>Security Program</u> (ISP) of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.GC.ca/index-eng.html) website.

5. Debriefings

Offerors may request a debriefing on the results of the request for Standing Offer 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 Offer process. The debriefing may be in writing, by telephone or in person.

6. Procurement Ombudsman

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



PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offer (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 (2016-04-04) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsections 1.4 and 1.5 of 2006, Standard Instructions - Request for Standing Offer -Goods or Services - Competitive Requirements do not form part of and do not apply to the request for Standing Offer. All other subsections of '01 Integrity Provisions – Offer', form part of and apply to the request for Standing Offer.

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

Delete: sixty (60) days Insert: one hundred and twenty (120) days

2. Submission of Offers

Offers must be submitted only to Correctional Service of Canada (CSC) by the date, time and place indicated on page 1 of the Request for Standing Offer.

Due to the nature of the Request for Standing Offer, transmission of offers by facsimile or e-mail to CSC will not be accepted.

3. Enquiries - Request for Standing Offer

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question(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.



4. 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 New Brunswick, Nova Scotia and Newfoundland.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

- Section I: Technical Offer: three (3) hard copies
- Section II: Financial Offer: one (1) hard copy
- Section III: Certifications: **one (1) hard copy**

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

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

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

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</u> <u>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:

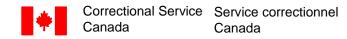
- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex,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

1.1 Offeror's Proposed Site or Premises Requiring Safeguard Measures / IT Authorization for Storage or Processing

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

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

Offers will be evaluated to determine if they meet all mandatory requirements outlined in **Annex D – Evaluation Criteria**. Offers not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

1.1.2 Point Rated Technical Criteria

Offers will be evaluated to determine their score with regards to the point rated criteria outlined in **Annex D – Evaluation Criteria**.

1.2 Financial Evaluation

1.2.1 The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Offers containing a financial offer other than the one requested at Article 3. Section II: Financial Offer of PART 3 – OFFER PREPARATION INSTRUCTIONS will be declared non-compliant.

2. Basis of Selection – Lowest Price Per Point

2.1 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 of 22 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 30 points.



- **2.2** 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.
- **2.3** Example of the total price per point calculation:

The following example shows a situation where the total price per point is calculated for a bid that has met all of the mandatory technical evaluation criteria and obtained the required minimum of points overall for the technical evaluation criteria which are subject to point rating:

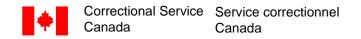
	A	В	С	D	E	F=(A+B+C+D) / E
DESCRIPTION	Initial Standing Offer Period Firm Unit Price*	Option Period 1 Firm Unit Price*	Option Period 2 Firm Unit Price*	Option Period 3 Firm Unit Price*	Points Obtained for the Technical Evaluation Criteria	Price Per Point**
*REGULAR RATE						
PER WORD for translation services	\$0.25/word	\$0.27/ word	\$0.29/ word	\$0.29/ word	26	\$0.04
*URGENT RATE						
PER WORD for translation services	\$0.40/word	\$0.40/ word	\$0.40/ word	\$0.40/ word		\$0.06
TOTAL PRICE PE	R POINT					\$0.10

In the example above, the bidder has achieved a total price per point of \$0.10.

In the event where two or more responsive bids have **the same total price per point**, the responsive bid having achieved the highest points overall for the technical evaluation criteria that are subject to point rating, will be recommended for award of standing offer.

*The prices shown in the table above are fictitious and used for the sole purpose of providing a calculation example.

**Figures are rounded up to the second decimal when necessary.



PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a Standing Offer.

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

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

1. Certifications Required with the Offer

Offerors must submit the following duly completed certifications with their offer.

1.1 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 Human Resources and Skills Development Canada (HRSDC) - Labour's website.

Canada will have the right to declare an offer non-responsive if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "<u>FCP Limited Eligibility to Bid</u>" list at the time of contract award.

1.2 Former Public Servant

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

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial* <u>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</u> <u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary</u> <u>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</u> <u>Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension</u> <u>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.

Former Public Servant in Receipt of a Pension

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

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

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

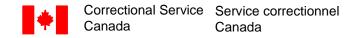
By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy</u> <u>Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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



For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

1.3 Status and Availability of Resources

SACC Manual clause M3020T (2016-01-28) Status and Availability of Resources

1.4 Language Requirements - Bilingual Essential

By submitting an offer, the Offeror certifies that, should it be awarded a standing offer as result of the request for a standing offer, every individual proposed in its offer will be fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.

1.5 Education and Experience

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

1.6 Certification:

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



PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

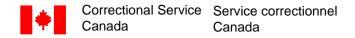
1. Security Requirement

- 1. Before issuance of a Standing Offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Offeror's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7A Standing Offer;
 - (e) the Offeror must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.
- 2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a Standing Offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- 3. For additional information on security requirements, offerors should consult the "Security Requirements for PWGSC Offer Solicitations Instructions for Offerers" (http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31) document on the Departmental Standard Procurement Documents website.

2. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a Standing Offer as a result of the request for Standing Offer, can be insured in accordance with the Insurance Requirements specified in Part 7B-Section 7.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

- 1. Offer
- **1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

2. Security Requirement

- **2.1** The following security requirement (SRCL and related clauses) applies and form part of the Standing Offer.
- 2.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/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.
- 2.1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY** STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2.1.3 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
- 2.1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 2.1.5 The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) Industrial Security Manual (Latest Edition)

2.2 Offeror's Site or Premises Requiring Safeguard Measures / IT Authorization for Storage or Processing

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

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u>



(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditionsmanual) issued by Public Works and Government Services Canada.

As this Standing Offer is issued by Correctional Service of Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or it Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.

3.1 General Conditions

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

Subsection 11.4 of 2005, General Conditions - Standing Offers - Goods or Services, will not form part of the Standing Offer. All other subsections of '2005 11 Integrity Provisions – Standing Offer', will form part of the Standing Offer.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from April 1, 2017 to March 31, 2018

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 three (3) one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Andrea Nugent Title: Regional Contract Officer Correctional Service of Canada Branch or Directorate: RHQ/Finance/Material Management Address: 1045 Main Street, 2nd Floor Moncton, NB E1C 1H1 Telephone: 506-851-6977 Facsimile: 506-851-6327 E-mail address: andrea.nugent@csc-scc.gc.ca

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



5.2 **Project Authority**

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

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

5.3 Offeror's Representative

Name:	
Title:	
Organization:	
Address:	

Telephone:	 	
Facsimile:	 	
E-mail address:	 	

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service 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. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Correctional Service of Canada

Atlantic Region:

- Atlantic Regional Headquarters;
- Atlantic District Office;
- Community Corrections and it's subordinate offices;
- Dorchester Penitentiary, medium and minimum sector;
- Shepody Healing Centre;
- Atlantic Institution;
- Springhill Institution;
- Nova Institution for Women;
- Regional Staff College;
- CORCAN;
- IMS;
- Health Services; and
- Human Resources

8. Call-up Procedures

When a requirement is identified, the identified user will contact the highest-ranked offer to determine if the requirement can be satisfied by that offeror.

21201-15-2144406/001: Ranked 1st 21201-15-2144406/002: Ranked 2nd



Right of First Refusal Basis:

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 next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. 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. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

9. Call-up Instrument

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

10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$15,000.00 (Applicable Taxes included).

11. Financial Limitation

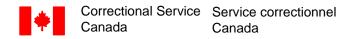
The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$______ (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call 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 four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

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 (2016-04-04), General Conditions Standing Offers Goods or Services
- d) the general conditions 2010B (2016-04-04), Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Part 7B, Section 7, Insurance Requirements;
- i) the Offeror's offer dated _____



13. Certifications

13.1 Compliance

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

13.3 SACC Manual Clauses

13.3.1 Status and Availability of Resources

SACC Manual clause M3020T (2016-01-28) Status and Availability of Resources

13.3.2 Education and Experience

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

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 New Brunswick, Nova Scotia and Newfoundland.

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) Manual issued by Public Works and Government Services Canada.

As this Contract is issued by Correctional Service of Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.



2.1 General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

Subsection 31.4 of 2010B, General Conditions – Professional Services (Medium Complexity), will not form part of the Contract. All other subsections of '2010B 31 Integrity Provisions – Contract' will form part of the Contract.

2.2 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. The name, qualifications and experience of the proposed replacement; and
 - b. Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the work does not release the Contractor from its responsibility to meet the requirements of the contract.

3. Term of Contract

3.1 Period of the Contract

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

4. Payment

4.1 Basis of Payment

Payments will be made in accordance with Annex B - Basis of Payment

4.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$_____. Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contractor must notify the contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or



- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

4.3 Terms of Payment

SACC Manual Clause H1008C (2008-05-12) - Monthly Payment

4.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department SACC Manual clause C0710C (2007-11-30), Time and Contract Price Verification SACC Manual clause C0705C (2010-01-11), Discretionary Audit

4.5 Travel and Living Expenses

There are no travel and living expenses associated with the Contract.

5. Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- Each invoice must be supported by:
 a. A copy of the time sheets to support time claimed.
 - a. A copy of the time sheets to support time clain
- 3. 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.

6. SACC Manual Clauses

SACC Manual Clause C0711C (2008-05-12) – Time Verification

7. Insurance – Specific Requirements

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection. The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



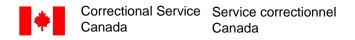
- 7.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 7.2 The Commercial General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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice



234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

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

8. Ownership Control

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply:

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- (c) The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

9. Closure of Government Facilities

- 9.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- 9.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

10. Tuberculosis Testing

10.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.



- 10.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 10.3 All costs related to such testing will be at the sole expense of the Contractor.

11. Compliance with CSC Policies

- 11.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 11.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 11.3 Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

12. Health and Labour Conditions

- 12.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 12.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.
- 12.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.
- 12.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

13. Identification Protocol Responsibilities

The Contractor must ensure that the Contractor and each of its agents, representatives or subcontractors (referred to as Contractor Representatives for the purposes of this clause) comply with the following self-identification requirements:

- 13.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 13.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 13.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and



13.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

14. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties for both the process and to bear the cost of such process, assist in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or applicable of a term and condition of this contract. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at <u>boa-opo@boa-opo.gc.ca</u>.

15. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the supplier respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and the application of the terms and conditions and the scope of work of this contract are not in dispute. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

16. Privacy

- 16.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- 16.2 All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

17. Information Guide for Contractors

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for Contractors" website: <u>http://www.csc-scc.gc.ca/text/pblct/cntrctr-modules/mod-intro-eng.shtml</u>.



ANNEX A – Statement of Work

The Correctional Service of Canada (CSC), Atlantic Region, has a requirement for document translation, including terminological research, on various general and specialized documents. Documents are at a Protected A or Protected B security level. The work will involve the following:

1.1 Background

Given that the federal government's Translation Bureau has been a special operating agency since April 1, 1995, departments and agencies are now free to choose how they obtain translation services. CSC must provide translation services for official documentation and communications as well as for file documentation of federally sentenced offenders. The services will be provided to Atlantic Regional Headquarters, the Atlantic District Office, Community Corrections and its subordinate offices, and Federal Institutional sites in the Atlantic region. Federal Institutional sites include, Dorchester Penitentiary, medium and minimum sector, Shepody Healing Centre, Atlantic Institution, Springhill Institution, Nova Institution for Women. The services will also be provided to the Atlantic Region sectors reporting to National Headquarters, such as Regional Staff College, Corcan, IMS, Health Services and Human Resources.

1.2 Objectives

To provide English-to-French and French-to-English document translation services for a wide variety of documents produced by CSC on an as and when required basis.

1.3 Tasks

The Supplier must provide the following resources for the translation of documents <u>from English</u> to French and for the translation of documents <u>from French to English</u>:

DESCRIPTION	NUMBER OF RESOURCES*
Translation of documents from English to French	3
Translation of documents from French to English	2

* Proposed resources for translation services from English to French must not be the same as proposed resources for translation services from French to English

The services will be provided on an as and when required basis for this Standing Offer. A Call-up will be used for every request throughout the duration of this Standing Offer. The tasks to be performed include, but are not limited to, the following:

- a) Translation* and revision (from English to French and vice versa) of documents of different types (e.g. memorandums, presentations, work descriptions, transfer summaries (legal documents), daily security incident reports, etc.).
- b) Ensuring that the terms used in the different types of documents are always consistent with the terminology that has been approved for use at CSC, as provided by the Project Authority (PA). in this regard, the Supplier must use a Translation Memory software and make it available to all its resources.
- c) Ensuring that work of the same nature is, to the extent possible, done by the same resources throughout the duration of the Standing Offer in order to maintain a uniform style. For example, a guide consisting of ten (10) chapters should be assigned to a single resource.



d) To immediately report to the PA, by phone or email, any problem arising during the work that could impact the progress of a given task.

*Most of the work will consist of translations from English to French.

1.3.1 Deadlines

- a) At the request of the PA, the Supplier shall determine and communicate, within twenty-four (24) hours, the approximate amount of time that it will take to complete a specific task. If necessary, deadlines previously established for other jobs will be renegotiated in order to allow the timely completion of urgent texts. Regarding texts for which the deadline is short (less than 24 hours), the Supplier must notify the PA within 30 minutes of receiving the document if he/ she is unable to perform the work according to the requested deadline.
- b) Urgent jobs may involve very tight deadlines. In such cases, the Supplier will be notified by phone by the PA, and a deadline will be agreed upon as shown in Table A.

Table A

Type of Service	Less than 1,000 words per request	1,001-2,500 words per request	2,501-5,000 words per request	5,001-10,000 words per request	Over 10,000 words per request
REGULAR	up to 1 day	up to 2 days	up to 4 days	up to 6 days	Negotiable
URGENT	up to 3 hours	up to 1 day	up to 2 days	up to 4 days	Negotiable

There is no minimum guarantee of Service throughout the period of the Standing Offer. Based on previous years work, estimated total annual amount is 600,000 words.

Approval from the Project Authority is required before any highly technical document demanding more time-consuming research is translated.

1.4 Meetings

For projects of over 2,500 words, the Supplier will communicate with the PA to report on the progress when 50% of the work is completed or within 2 days whichever occurs first.

1.5 CSC Responsibilities

Throughout the duration of the Standing Offer, CSC shall provide to the Supplier the documents to be translated, pertinent reference documents, terminological files and a list of acronyms used at CSC

1.6 Deliverables

- a) The finished product, i.e. translated document, must be returned to the requestor by e-mail, using Microsoft word 2007 software or later or other manner, as required by CSC. Documents will be transmitted between the two parties electronically and in a secure way, all in accordance with the Government of Canada's Policy on Government Security with respect to the handling of protected documents. Therefore, prior to electronic transmittal, all Protected B documents must be securely protected by using compatible software with CSC's IT security environment (Entrust vs. 9, as of January 2015).
- b) The tasks must be performed at the Supplier's place of business. The Supplier <u>MUST NOT</u> remove any <u>PROTECTED</u> information or assets from the identified work site. Due to



security requirements the Supplier must submit the address/ locations of places of business prior to Standing Offer signing. No other locations of work will be permitted, unless proper security requirements have been pre-approved according to CISD requirements as stated in Section 1.7. No telework/ at home work will be permitted.

- c) Due to the protection and sensitive nature of the documents, the Supplier must not keep any documents for more than 5 working days after delivery of the reports to CSC's satisfaction.
- d) It is the responsibility of CSC to ensure that the documents are not translated more than once. However if the Supplier notices that a document sent for translation has previously been translated, it must inform the Project Authority. If the Supplier had started the translation, it may charge CSC for the completed portion of the document.

1.7 Location of work

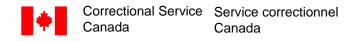
- a. The Supplier must perform the work at their premises that has received written certification from the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC). As mentioned previously, due to security requirements, it is forbidden to perform the work via telework
- b. Travel
 - i. No travel is anticipated for performance of the work under this Standing Offer.

1.8 Language of Work

The Supplier must perform all work in French and in English, as required by the PA

1.9 Invoice

The invoice for the work completed must be forwarded after work has been reviewed and accepted by PA. The invoice must indicate the following information: name of requestor, the date that the deliverable was returned, title of document (name and FPS of inmate in such case), number of words translated, and the total cost.



ANNEX B – Proposed Basis of Payment

1.0 Standing Offer Period

The Supplier will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Supply arrangement.

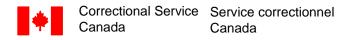
For the provision of services as described in Annex A – Statement of Work, the Supplier will be paid the firm unit prices below in the performance of this Standing Offer, HST, GST or QST extra.

	STA	NDING OFFER PERIOD				
FROM 01 APRIL-2017 TO 30-MARCH-2018						
DESCRIPTION	Estimated Quantity FIRM UNIT PRICES		TOTAL			
*REGULAR RATE						
PER WORD for translation services	550,000	\$/ word	\$			
*URGENT RATE PER WORD for translation services	50,000	\$/word	\$			

2.0 Options to Extend the Standing Offer Period:

Subject to the exercise of the option to extend the supplier period in accordance with Article 4.2 of the original Standing Offer, Options to Extend Standing Offer, the Supplier will be paid the firm unit prices, in accordance with the following table, HST, GST or QST extra, to complete all Work and services required to be performed in relation to the Standing Offer extension.

		OPTION # 1	
	FROM 01 A	PRIL-2018 TO 30-MARCH	-2019
DESCRIPTION	Estimated Quantity	FIRM UNIT PRICES	TOTAL
*REGULAR RATE			
PER WORD for translation services	550,000	\$/ word	\$
*URGENT RATE PER WORD for translation services	50,000	\$/word	\$



		OPTION # 2	
	FROM 01 AI	PRIL-2019 TO 30-MARCH	-2020
DESCRIPTION	Estimated Quantity	FIRM UNIT PRICES	TOTAL
*REGULAR RATE PER WORD for translation services	550,000	\$/ word	\$
*URGENT RATE PER WORD for translation services	50,000	\$/word	\$

		OPTION # 3	
	FROM 01 A	PRIL-2020 TO 30-MARCH-	2021
DESCRIPTION	Estimated Quantity	FIRM UNIT PRICES	TOTAL
*REGULAR RATE PER WORD for translation services	550,000	\$/ word	\$
*URGENT RATE PER WORD for translation services	50,000	\$/word	\$

3.0 Applicable Taxes

- (a) All prices and amounts of money in the Standing Offer are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.
- (b) The estimate Applicable Taxes of \$______ are included in the total estimated cost shown on page 1 of this Standing Offer. The estimated Applicable Taxes will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which taxes do not apply, are to be identified as such on all invoices. The Supplier agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes paid or due.



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ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)

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	11. c) WB the production (manufactum, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment cocur at the supplier's ease or premises? Les Institutions du fountisseur servitoni-eiles à la production (fabrication eileu réparation at/ou modification) de matériel PROTÉGE	
	INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIFA LA TECHNOLOGEE DE L'INFORMATION (TI) 11. d) WII the eusplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED Information or dats? Lo fournisseur star-4 leau d'utifier ses propris systems informatiques pour traiter, produire ou stocker électroniquement des rensedgraments ou des données PROTEGES elevu CLASSIFIES? 11. e) WII three bo an electronic triv bolwoon the supplice's IT systems and the government depondent of segency? Disposera-I-en d'un the electronic protection is systema informatique du fournisseur et code du minister ou de l'egence Non 2	
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ANNEX D – Evaluation Criteria

1.0 Technical Evaluation:

A separate technical evaluation will be conducted for each proposed resource.

- 1.7 The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.
 - Mandatory Technical Criteria
 - Rated Technical Criteria

It is <u>imperative</u> that the proposal <u>address each of these criteria</u> to demonstrate that the requirements are met.

- 1.8 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- **1.9** All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- **1.10** Experience must be demonstrated through a history of past projects, either complete or ongoing.
- **1.11** References must be provided for each project/employment experience.
 - I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
 - **II.** Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
 - **III.** References must be presented in this format:

a. Name;
b. Organization;
c. Current Phone Number; and
d. Email address if available

1.12 Response Format

- I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- **II.** Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.



- **III.** For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.
- **IV.** CSC will also only evaluate the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

MANDATORY TECHNICAL CRITERIA

#	Mandatory Technical Criterion	Bidder Response Description (include location in bid)	Met (yes/no)
M1	Within the past ten (10) years, the bidder must have at least five (5) years of cumulative experience providing translation services <u>from</u> <u>English to French</u> The bidder <u>must include</u> the		
Ma	 following Information about the stated experience: 1. the total number of years of experience providing translation services; 2. the client's name and address; 3. the start and end dates of the work; 4. details about the work done by the bidder on the project(s); and 5. a reference 		
M2	 Within the past ten (10) years, the bidder must have at least five (5) years of cumulative experience providing translation services from French to English The bidder must include the following Information about the stated experience: 1. the total number of years of experience providing translation services; 2. the client's name and address; 3. the start and end dates of the work; 4. details about the work done by the bidder on the project(s); and 5. a reference 		



M3	Within the past seven (7) years,	
	EVERY proposed resource for the	
	translation of documents from	
	English to French [minimum of	
	three (3) resources] must have a	
	minimum of five (5) years	
	experience translating documents	
	from English to French.	
	ITOIT English to French.	
	*Proposed resources for translation	
	services from English to French	
	must not be the same as proposed	
	resources for translation services	
	from French to English.	
	The bidder <u>must include</u> the	
	following information about the	
	stated experience:	
	•	
	1. the total number of years of	
	experience for each proposed	
	resource;	
	2. the client or employer's name	
	and address;	
	3. the start and end dates of the	
	work or employment periods	
	4. details about the work done by	
	the proposed resource; and	
	5. a reference	
M4	Within the past seven (7) years	
M4	Within the past seven (7) years,	
M4	EVERY proposed resource for the	
M4	EVERY proposed resource for the translation of documents <u>from</u>	
M4	EVERY proposed resource for the	
M4	EVERY proposed resource for the translation of documents <u>from</u> <u>French to English</u> [minimum of	
M4	EVERY proposed resource for the translation of documents <u>from</u> <u>French to English</u> [minimum of two (2) resources] must have a	
M4	EVERY proposed resource for the translation of documents <u>from</u> <u>French to English</u> [minimum of two (2) resources] must have a minimum of five (5) years	
M4	EVERY proposed resource for the translation of documents <u>from</u> <u>French to English</u> [minimum of two (2) resources] must have a minimum of five (5) years experience translating documents	
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M4	EVERY proposed resource for the translation of documents <u>from</u> <u>French to English</u> [minimum of two (2) resources] must have a minimum of five (5) years experience translating documents <u>from French to English.</u> *Proposed resources for translation	
M4	EVERY proposed resource for the translation of documents <u>from</u> <u>French to English</u> [minimum of two (2) resources] must have a minimum of five (5) years experience translating documents <u>from French to English.</u>	
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M4	EVERY proposed resource for the translation of documents <u>from</u> <u>French to English</u> [minimum of two (2) resources] must have a minimum of five (5) years experience translating documents from French to English. *Proposed resources for translation services from French to English must not be the same as proposed resources for translation services from English to French. The bidder <u>must include</u> the following information about the stated experience: 1. the total number of years of	
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M4	 EVERY proposed resource for the translation of documents from French to English [minimum of two (2) resources] must have a minimum of five (5) years experience translating documents from French to English. *Proposed resources for translation services from French to English must not be the same as proposed resources for translation services for translation services from English to French. The bidder must include the following information about the stated experience: 1. the total number of years of experience for each proposed resource; 2. the client or employer's name and address; 3. the start and end dates of the 	



	5. a reference	
M5	EVERY proposed resource must be a certified member in good standing of a recognized Canadian translation association*. *Proof that the proposed resources are certified members of a recognized Canadian translation association must be included with	
	the bid	

POINT RATED TECHNICAL CRITERIA

#	Point Rated Technical Criterion	Maximum Score	Bidder Response (Bidder to explain how points are obtained and reference location in bid)
R1	 Within the past ten (10) years, the proposed resources for criterion M3 have over five (5) years experience translating documents from English to French The bidder must include the following Information about the stated experience: 1. the total number of additional years of experience for proposed resource; 2. the client or employer's name and address; 3. the start and end dates of the work or employment periods; 4. details about the work done by the proposed resource; and 5. a reference 	Points will be awarded based on the following formula: 2 points per year of additional experience, to a maximum of 10 points.	



R2	M it is the rest to (40)		
112	Within the past ten (10) years, the proposed		
	resources for criterion M4		
	have over five (5) years		
	experience translating		
	documents <u>from French to</u>		
	<u>English</u>		
	The bidder must include	Points will be awarded	
	the following Information	based on the following	
	about the stated	formula:	
	experience:		
		2 points per year of	
	1. the total number of	additional experience, to a	
	additional years of	maximum of 10 points.	
	experience for proposed		
	resource; 2. the client or employer's		
	name and address;		
	3. the start and end dates of		
	the work or employment		
	periods;		
	4. details about the work		
	done by the proposed		
	resource; and 5. a reference		
	5. a reference		
R	The bidder has experience in		
	completing translation		
	projects in the field of		
	corrections*.		
	* The field of corrections		
	consists of organizations		
	responsible for		
	administering sentences		
	imposed by the courts,		
	managing correctional		
	institutions and supervising offenders.		
	onenders.		
	For every project		
	presented, the bidder must		
	include the following		
	information:	Dointo will be owerded	
	1. the project's title and	Points will be awarded based on the following	
	description;	formula:	
	2. the number of words;		
	3. the language (from	2.5 points per project, to a	
	English to French / from	maximum of 10 points.	
	French to English)		
	4. details about the work		
1	completed; and		
	5. a reference.		



Total number of points	30	
Minimum score needed	22/30	

Mandatory Requireme	nts: Passed	Failed	
Evaluation Team			
Department	Evaluator's Name (Print)	Signature	Date