



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM		Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Translation Services	5X001	5X001	1	Each	\$	\$		See Herein	

Table of Contents

1.1	INTRODUCTION	3
1.2	SUMMARY	3
1.3	SECURITY REQUIREMENTS	4
1.4	DEBRIEFINGS	4
	PART 2 - OFFEROR INSTRUCTIONS	5
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.2	SUBMISSION OF OFFERS	5
2.3	FORMER PUBLIC SERVANT	5
2.4	ENQUIRIES - REQUEST FOR STANDING OFFERS	7
2.5	APPLICABLE LAWS	7
	PART 3 - OFFER PREPARATION INSTRUCTIONS	7
3.1	OFFER PREPARATION INSTRUCTIONS	7
	PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	14
4.1	EVALUATION PROCEDURES	14
4.2	BASIS OF SELECTION	14
	ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA	15
	PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	21
5.1	CERTIFICATIONS REQUIRED WITH THE OFFER	21
5.2	Precedent to Issuance of a Standing Offer	21
	PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	23
6.1	SECURITY REQUIREMENTS	23
6.2	Financial Capability	23
6.3	Insurance Requirements	23
	PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	23
	A STANDING OFFER	25
7.1	OFFER	25
7.2	SECURITY REQUIREMENTS	25
7.3	STANDARD CLAUSES AND CONDITIONS	26
7.4	TERM OF STANDING OFFER	26
7.5	AUTHORITIES	27
7.6	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	27
7.7	IDENTIFIED USER	28
7.8	CALL-UP PROCEDURES	28
7.9	CALL-UP INSTRUMENT	29
7.10	LIMITATION OF CALL-UPS	29
7.11	FINANCIAL LIMITATION	29
7.12	PRIORITY OF DOCUMENTS	29
7.13	CERTIFICATIONS AND ADDITIONAL INFORMATION	29
7.14	APPLICABLE LAWS	30
	B RESULTING CONTRACT CLAUSES	30
7.1	STATEMENT OF WORK	30
7.2	STANDARD CLAUSES AND CONDITIONS	30
7.3	TERM OF CONTRACT	30

7.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	30
7.5	PAYMENT	30
7.6	INVOICING INSTRUCTIONS	31
7.7	INSURANCE REQUIREMENTS.....	31
7.8	Liquidated Damages.....	31
7.8.1	Unsatisfactory Performance	32
7.9	Priority of Documents.....	32
	ANNEX A.....	33
	STATEMENT OF WORK	33
	ANNEX B.....	42
	BASIS OF PAYMENT	42
	ANNEX C	47
	QUALITY STANDARDS.....	47
	ANNEX D	49
	SECURITY REQUIREMENTS CHECK LIST.....	49
	ANNEX E.....	52
	PWGSC – TPSGC 942 CALL-UP FORM	52
	ANNEX F CERTIFICATIONS PRECEDENT TO AWARD.....	53
	ELECTRONIC PAYMENT INSTRUMENTS	53

List of Annexes:

Attachment 1 to Part 3 – Pricing Schedule: Estimated Standing Offer Evaluation Price Table
Attachment 1 to Part 4 – Technical Criteria

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 and Additional Information: includes the certifications and additional information 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, Quality Standards, Security Requirements Check list, and PWGSC-TPSGC 942 Call-Ups Form.

1.2 Summary

- 1.2.1 Courts Administration Service (CAS) has a requirement for translation and revision services on an "as and when requested" basis for translation of documents that are administrative and/or legal in nature. Translation services are required for texts to be translated from English to French and from French into English. Suppliers are required to deliver the services in Ottawa, Ontario.

Up to four suppliers will be awarded an individual standing offer for this requirement. Each Standing Offer (SO) period will be from the Standing Offer date of award to March 31, 2019, with the irrevocable option to extend the period of the Standing Offer by up to three (3) additional one-year (1) periods, under the same terms and conditions.

The four different classes of work and production capacity for this requirement are defined as follows:

Production capacity for Class A

The requirement for Class A, Legal Text is estimated at 3,600,000 words of translation and revision from English into French annually. This corresponds to an average production of approximately 16,363 words per business day.

Production capacity for Class B

The requirement for Class B, Legal text is estimated at 1,550,000 words of translation and revision from French into English annually. This corresponds to an average production of approximately 7,045 words per business day.

Production capacity for Class C

The requirement for Class C, Administrative text is estimated at 1,020,000 words of translation and revision from English into French annually. This corresponds to an average production of approximately 4,600 words per business day.

Production capacity for Class D

The requirement for Class D, Administrative text is estimated at 330,000 words of translation and revision from French into English annually. This corresponds to an average production of approximately 1,500 words per business day.

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

1.2.3 The Canadian Content Policy applies and competition is solely limited to offers offering Canadian goods and/or services, as per SACC Manual clause M3053T (2014-11-27).

The requirement is limited to Canadian goods and/or services.

The Offeror certifies that:

() a minimum of 80 percent of the total price for the offer consist of Canadian goods as defined in paragraph 1 of clause A3050T (2014-11-27)

1.2.4 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification."

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2016-04-04) 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 Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act* R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 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; four (4) hard copies; and
- Section II: Financial Offer; two (2) hard copies; and
- Section III: Certifications one (1) hard copy

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

Solicitation No. - N° de l'invitation
5X001-160815/A
Client Ref. No. - N° de réf. du client
5X001-16-0815

Amd. No. - N° de la modif.
File No. - N° du dossier
zf503.5X001-160815

Buyer ID - Id de l'acheteur
zf503
CCC No./N° CCC - FMS No./N° VME

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

The Bidder should complete this pricing schedule and include it in its financial offer once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial offer for each of the periods specified below its quoted all-inclusive firm hourly and per-word rate (in CDN \$) for each of the class of services identified below.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the Request for Standing Offer will be consistent with this data.

Attachment 1 to Part 3 - Pricing Schedule: Estimated Standing Offer Evaluation Price Table

The rates included in this pricing schedule include the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Part 7 of the Request for Standing Offer.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the Bidder for any relocation of resources required to satisfy its contractual obligations.

Rate Schedule - Class A*				
Period	Category of service	Class A		
		A Estimated volume	B Rate	C Estimated price (AxB)
Initial period	Translation and Revision Services, business days	7,200,000 words	\$ (firm per-word rate)	\$
	Hourly work, business days, Revision Services	500 hours	\$ (firm hourly rate)	\$
	Urgent Translation and Revision Services	300,000 words	\$ (firm per-word rate)	\$
1 st option period	Translation and Revision Services, business days	3,600,000 words	\$ (firm per-word rate)	\$
	Hourly work, business days, Revision Services	500 hours	\$ (firm hourly rate)	\$
	Urgent Translation and Revision Services	150,000 words	\$ (firm per-word rate)	\$
2 nd option period	Translation and Revision Services, business days	3,600,000 words	\$ (firm per-word rate)	\$
	Hourly work, business days, Revision Services	500 hours	\$ (firm hourly rate)	\$
	Urgent Translation and Revision Services	150,000 words	\$ (firm per-word rate)	\$
3 rd option period	Translation and Revision Services business days	3,600,000 words	\$ (firm per-word rate)	\$
	Hourly work, business days, Revision Services	500 hours	\$ (firm hourly rate)	\$

	Urgent Translation and Revision Services	150,000 words	\$ (firm per-word rate)	\$
Total price evaluated (excluding HST)				\$

Rate Schedule - Class B*				
Period	Category of service	Class B		
		A Estimated volume	B Rate	C Estimated price (AxB)
Initial period	Translation and Revision Services, business days	3,100,000 words	\$ (firm per-word rate)	\$
	Hourly work, business days, Revision Services	500 hours	\$ (firm hourly rate)	\$
	Urgent Translation and Revision Services	300,000 words	\$ (firm per-word rate)	\$
1 st option period	Translation and Revision Services, business days	1,550,000 words	\$ (firm per-word rate)	\$
	Hourly work, business days, Revision Services	500 hours	\$ (firm hourly rate)	\$
	Urgent Translation and Revision Services	150,000 words	\$ (firm per-word rate)	\$
2 nd option period	Translation and Revision Services, business days	1,550,000 words	\$ (firm per-word rate)	\$
	Hourly work, business days, Revision Services	500 hours	\$ (firm hourly rate)	\$
	Urgent Translation and Revision Services	150,000 words	\$ (firm per-word rate)	\$
3 rd option period	Translation and Revision Services, business days	1,550,000 words	\$ (firm per-word rate)	\$
	Hourly work, business days, Revision Services	500 hours	\$ (firm hourly rate)	\$
	Urgent Translation and Revision Services	150,000 words	\$ (firm per-word rate)	\$

Total price evaluated (excluding HST)	\$
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Rate Schedule - Class C*

Period	Category of service	Class C		
		A Estimated volume	B Rate	C Estimated price (AxB)
Initial period	Translation and Revision Services, business days	2,040,000 words	\$ (firm per-word rate)	\$
	Hourly work, business days, Revision Services	500 hours	\$ (firm hourly rate)	\$
	Urgent Translation and Revision Services	400,000 words	\$ (firm per-word rate)	\$
1 st option period	Translation and Revision Services, business days	1,020,000 words	\$ (firm per-word rate)	\$
	Hourly work, business days, Revision Services	500 hours	\$ (firm hourly rate)	\$
	Urgent Translation and Revision Services	200,000 words	\$ (firm per-word rate)	\$
2 nd option period	Translation and Revision Services, business days	1,020,000 words	\$ (firm per-word rate)	\$
	Hourly work, business days, Revision Services	500 hours	\$ (firm hourly rate)	\$
	Urgent Translation and Revision Services	200,000 words	\$ (firm per-word rate)	\$
3 rd option period	Translation and Revision Services, business days	1,020,000 words	\$ (firm per-word rate)	\$
	Hourly work, business days, Revision Services	500 hours	\$ (firm hourly rate)	\$
	Urgent Translation and Revision Services	200,000 words	\$ (firm per-word rate)	\$
Total price evaluated (excluding HST)				\$

Rate Schedule - Class D*

Period	Category of service	Class D		
		A Estimated volume	B Rate	C Estimated price (AxB)
Initial period	Translation and Revision Services, business days	660,000 words	\$ (firm per-word rate)	\$
	Hourly work, business days, Revision Services	500 hours	\$ (firm hourly rate)	\$
	Urgent Translation and Revision Services	400,000 words	\$ (firm per-word rate)	\$
1 st option period	Translation and Revision Services, business days	330,000 words	\$ (firm per-word rate)	\$
	Hourly work, business days, Revision Services	500 hours	\$ (firm hourly rate)	\$
	Urgent Translation and Revision Services	200,000 words	\$ (firm per-word rate)	\$
2 nd option period	Translation and Revision Services, business days	330,000 words	\$ (firm per-word rate)	\$
	Hourly work, business days, Revision Services	500 hours	\$ (firm hourly rate)	\$
	Urgent Translation and Revision Services	200,000 words	\$ (firm per-word rate)	\$
3 rd option period	Translation and Revision Services, business days	330,000 words	\$ (firm per-word rate)	\$
	Hourly work, business days, Revision Services	500 hours	\$ (firm hourly rate)	\$
	Urgent Translation and Revision Services	200,000 words	\$ (firm per-word rate)	\$
Total price evaluated (excluding HST)				\$

3.1.1 Electronic Payment of Invoices – Offer

If you are willing to accept payment of invoices by electronic Payment Instruments, complete Annex “F” Electronic Payment Instruments, to identify which ones are accepted.

Solicitation No. - N° de l'invitation
5X001-160815/A
Client Ref. No. - N° de réf. du client
5X001-16-0815

Amd. No. - N° de la modif.
File No. - N° du dossier
zf503.5X001-160815

Buyer ID - Id de l'acheteur
zf503
CCC No./N° CCC - FMS No./N° VME

If Annex "F" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

3.1.2 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.3 As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites 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

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

Solicitation No. - N° de l'invitation
5X001-160815/A
Client Ref. No. - N° de réf. du client
5X001-16-0815

Amd. No. - N° de la modif.
File No. - N° du dossier
zf503.5X001-160815

Buyer ID - Id de l'acheteur
zf503
CCC No./N° CCC - FMS No./N° VME

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

ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately

#	Mandatory Criteria	Instructions	Bidder's Response
MA1	<p>The Bidder must have translated since January 1st, 2012 to bid closing date:</p> <ul style="list-style-type: none"> a) a minimum total of 7,200,000 words of legal texts from English to French; and b) a minimum total of 3,100,000 words of legal texts from French to English; and c) a minimum total of 2,040,000 words of administrative texts from English to French; and d) a minimum total of 660,000 words of administrative texts from French to English; and <p>In addition to the above, the Bidder must have translated:</p> <ul style="list-style-type: none"> i. a minimum of 1,800,000 words of legal texts over a period of no more than twelve 12 consecutive months from English to French; and ii. a minimum of 510,000 words of legal texts over a period of no more than twelve 12 consecutive months from French to English; and iii. a minimum of 775,000 words of administrative texts over a period of no more than twelve 12 consecutive months from English to French; and iv. a minimum of 165,000 words of administrative texts over a period of no more than twelve 12 consecutive months from French 	<p>To demonstrate its experience, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> a) The name of the client organization(s) to whom the translation services were provided; and b) the name of a point of contact in the client's organization who can corroborate the information, along with its current telephone number and email address; and c) A description of the texts translated clearly indicating the following: <ul style="list-style-type: none"> i. the period during which the translation services were provided, specifying from (month/year) to (month/year); ii. the nature of the work and subject matter; and iii. the source and target languages (English to French and French to English); and iv. the total number of words translated; and v. the total number of words translated for each period 	

#	Mandatory Criteria	Instructions	Bidder's Response
	<p>to English;</p> <p>v. the texts translated must deal with the two following subject matters :</p> <p>1 - Legal Text (as defined in section A3 of the Statement of Work) ; and</p> <p>2 - Administrative text (such as human resources management, budgetary and financial management, accounting and auditing, information management, and management operations</p>		
MA2	<p>The Bidder must provide the services of one (1) Coordinator.</p> <p>To meet this mandatory criteria:</p> <p>a) The Coordinator must have a minimum of two years of experience in the coordination of translation services and have completed a minimum of three tasks described in section A.6.2 - Coordinator in Annex A - Statement of Work.</p>	<p>To demonstrate the experience, the Bidder must provide for the Coordinator the following information:</p> <p>a) the name of the client organization(s) to whom the services of the proposed Coordinator were provided; and</p> <p>b) the name of a point of contact in the client's organization who can corroborate the information along with its current telephone number and email address; and</p> <p>c) the period during which the services of the proposed Coordinator were provided, specifying from (month/year) to (month/year); and</p> <p>d) a description of the tasks completed by the proposed Coordinator.</p>	
MA3	<p>The Bidder must confirm that it has the capacity to send and receive numerous emails containing large attachments up to 5 MB.</p>	<p>A brief description of the current method of Information Technology applications and capacity.</p>	
MA4	<p>The Bidder must provide two client references. One (1) client reference is required for the translation of administrative texts and one (1) client reference is required for the translation of legal texts. The information pertaining to the references must include:</p> <ul style="list-style-type: none"> • Name of the client or project authority 	<p>The Client references will be contacted to confirm the contents of the Bidder's submissions.</p>	

#	Mandatory Criteria	Instructions	Bidder's Response
	<ul style="list-style-type: none"> Position title Name of the company, department or institution Phone number or email address 		

4.1.1.2 Point Rated Technical Criteria

Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Ref. No.	Point-rated Technical Criteria (PRTC)	Point Allocation	Total Points
PRTC 1	<p>Use of Translation Tools</p> <p>Bidders should confirm the use of either a translation memory tool and/or a machine translation system, and specify which system and/or tool is in use.</p>	<ul style="list-style-type: none"> Using either translation memory OR machine translation = 5 points Using both translation memory and machine translation = 10 points Using machine translation and a translation memory tool incorporating a client's past translations = 15 points. Two references must be provided to demonstrate this. <p>The Bidder should supply client references regarding the use of a client's past translations within the Bidder's translation memory. The information pertaining to the references should include:</p> <ul style="list-style-type: none"> - Names of clients; - Position titles; - Phone number; - Number of bilingual segments contained in the client's translation memory - Number of words translated per year for that client. 	

		A maximum of 15 points will be awarded for this criterion.	
PRTC 2	Experience in Legal Translation The Bidder should have a minimum of two (2) years' experience translating Canadian Federal, Provincial or Territorial court and/or tribunal decisions.	The Bidder should supply client references for the translation of court and/or tribunal decisions. The information pertaining to the references should include: <ul style="list-style-type: none"> - Names of clients; - Position titles; - Phone number; - Number of months and years of experience translating decisions for that client; - Number of words translated per year for that client. (The score will be established based on the number of months of experience) 24 to 59 months = 10 points 60 to 119 months = 15 points 120 months + = 20 points	
PRTC 3	Proof of certification attesting that the bidder is certified under national standard CAN/CGSB-131.10-2008, Translation Services.	<ul style="list-style-type: none"> • No certification = 0 points • CGSB certification = 15 Points A maximum of 15 points will be awarded for this criterion.	
PRTC 4	The bidder should be able to offer the use of a portal to facilitate the exchange of documents between the bidder and CAS. The portal should offer various functionalities, including: <ul style="list-style-type: none"> • Status of file information • Financial information • Special notes or 	The evaluation team will verify the Bidder's Portal. <ol style="list-style-type: none"> 1. The portal can only be used to upload and download files = 10 points 2. The portal has the capacity to: 	

	<p style="text-align: center;">directions</p> <p>The portal should be searchable allowing CAS users to easily locate files in progress, as well as completed files.</p> <p>The bidder should provide an electronic “demo” portal address with the bid submission.</p>	<ul style="list-style-type: none"> • Upload and download files • Email notifications (for receipt of new orders and completion of translations; • Allow CAS to check on the progress of each file; list all files in translation queue and • Allow CAS to input return dates for submitted translation requests • Allow CAS to see if a translated and revised document has been downloaded by CAS: 15 points <p>3. Portal that has the capacity to upload and download files;</p> <ul style="list-style-type: none"> • Email notifications (for receipt of new orders and completion of translations • Check on progress of each file • Allow CAS to input return dates for submitted translation requests • Allow CAS to see if a translated and revised document has been downloaded by CAS • List all files in translation queue, allow CAS to verify status, offers dashboard information for management (e.g., financial information such as listing invoices sent and total of amount spent to most recent invoice date,) = 20 points <p>A maximum of 20 points will be awarded for this criterion.</p>	
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Total maximum score for criteria PRTC 1 to PRTC 4 = 70
Minimum pass mark: 42 points

4.1.2 Financial Evaluation

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

4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, an offer must:
 - a. comply with all the requirements of the Request for Standing Offers; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum points specified for each criterion for the technical evaluation, and
 - d. obtain the required minimum of **42 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **70 points**.
2. Offers not meeting a) or (b) or (c) and (d) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **60 %** for the technical merit and **40 %** for the price.
4. To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
5. To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive offer with the highest combined rating of technical merit and price will be recommended for issuance of a standing offer.
8. The responsive Offers will be ranked in ascending order of **Highest Combined Rating of Technical Merit and Price**. The responsive Offer with the highest combined rating of merit and price being ranked first. Of the highest ranked responsive Offers in ascending order of evaluated price per point, up to four (4) will be recommended for a Standing Offer. In the event two or more responsive Offers have the same lowest evaluated price per point, these Offers will be ranked in ascending order of evaluated price, the responsive Offer with the lowest evaluated price being ranked the highest.

The table below illustrates an example where all three offers are responsive and the selection of the offeror is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

		Offeror 1	Offeror 2	Offeror 3
Overall Score for All the Point Rated Technical Criteria		115/135	89/135	92/135
Evaluated Price of each offer		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Score for the price	$45,000/55,000 \times 40 = 32.73$	$45,000/50,000 \times 40 = 36.00$	$45,000/45,000 \times 40 = 40.00$
Combined Score		83.84	75.56	80.89
Global Ranking		First	Third	Second

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. Unless specified otherwise, 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 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, 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 listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame 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.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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

Solicitation No. - N° de l'invitation
5X001-160815/A
Client Ref. No. - N° de réf. du client
5X001-16-0815

Amd. No. - N° de la modif.
File No. - N° du dossier
zf503.5X001-160815

Buyer ID - Id de l'acheteur
zf503
CCC No./N° CCC - FMS No./N° VME

Limited Eligibility to Bid⁷ list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T (2014/11/27) Canadian Content Definition

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

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

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

6.2 Financial Capability

1. The Offeror must have the financial capability to fulfill this requirement. To determine the Offeror's financial capability, the Standing Offer Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed below during the evaluation of offers. The Offeror must provide the following information to the Standing Offer Authority within fifteen (15) working days of the request or as specified by the Standing Offer Authority in the notice:
 - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Offeror's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror's last three fiscal years, or for the years that the Offeror has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Standing Offer Authority, the Offeror must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Standing Offer Authority requests this information.
 - c. If the Offeror has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and

- ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Standing Offer Authority requests this information.
 - d. A certification from the Chief Financial Officer or an authorized signing officer of the Offeror that the financial information provided is complete and accurate.
 - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Offeror outlining the total of lines of credit granted to the Offeror and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Standing Offer Authority requests this information.
2. If the Offeror is a joint venture, the financial information required by the Standing Offer Authority must be provided by each member of the joint venture.
3. If the Offeror is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Standing Offer Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Offeror, and the financial capability of a parent cannot be substituted for the financial capability of the Offeror itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
4. **Financial Information Already Provided to PWGSC:** The Offeror is not required to resubmit any financial information requested by the Standing Offer Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
 - a. the Offeror identifies to the Standing Offer Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - b. the Offeror authorizes the use of the information for this requirement.

It is the Offeror's responsibility to confirm with the Standing Offer Authority that this information is still on file with PWGSC.
5. **Other Information:** Canada reserves the right to request from the Offeror any other information that Canada requires to conduct a complete financial capability assessment of the Offeror.
6. **Confidentiality:** If the Offeror provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act](#), R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. **Security:** In determining the Offeror's financial capability to fulfill this requirement, Canada may consider any security the Offeror is capable of providing, at the Offeror's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

6.3 Insurance Requirements

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement 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 provided by ISP apply and form part of the Standing Offer.

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

NOTE: There are **multiple levels of personnel security screenings** associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.

As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites 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

The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) 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

7.2.1 Offeror's Sites or Premises Requiring Safeguarding

7.2.1.1 Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and proposed individuals' sites or premises for the following addresses:

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

7.2.1.2 The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) 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 *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

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

7.3.2 Standing Offers Reporting

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

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

The data must be submitted on a quarterly to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

The period for making call-ups against the Standing Offer is from the date of award to March 31, 2019.

7.4.1 Period of the 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 options, from April 1, 2019 to March 31, 2022 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.

7.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Courts Administration Service, in Ottawa. Delivery is excluded to locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs).

7.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Michele Remillard
Title: Supply Specialist
Public Services and Procurement Canada
Acquisitions Branch
Directorate: Professional Services Procurement Directorate
Address: 11 Laurier Avenue, Gatineau, Quebec, K1A 0S5

Telephone: 819- 420-4602
Facsimile: 819-956-2675
E-mail address: Michele.Remillard@tpsgc-pwgsc.gc.ca

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

7.5.2 Project Authority

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be

reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Identified User

The Identified User authorized to make call-ups against the Standing Offer is: Courts Administration Service.

7.8 Call-up Procedures

Allocation of Work to the Offeror shall be made in accordance with the following procedures, using the call-up Instrument specified in article 7.9, below.

Call-ups for Work against this Standing Offer will be processed as follows:

The responsive Offers will be ranked in ascending order based on highest combined rating of merit and price; the responsive Offer with the highest score being ranked first. Of the highest ranked responsive Offers in ascending order, up to four (4) will be recommended for a Standing Offer. In the event two or more responsive Offers have the same score, these Offers will be ranked in ascending order of evaluated price, the responsive Offer with the lowest evaluated price being ranked the highest.

1. If and when the need arises, the Technical Authority and/or Project Authority will contact the Offeror appearing first in the list below, provided that Offeror's Standing Offer has sufficient available funds (see article 10. herein entitled "Financial Limitation - Total") and that the planned Work will not exceed the Offeror's volume capacity. Volume means number of words and/or number of hours offered as the Offeror's capacity and deemed responsive by Canada as part of the evaluation of the offers, for the Work awarded to the Offeror.
2. The Technical Authority and/or Project Authority will provide the Offeror with a description of the Work to be performed. Information should include:
 - a) the details of the services to be performed, either translation, editing and/or updating, within the scope of this Standing Offer including the source language (English or French);
 - b) the targeted language required (English or French);
 - c) a description of deliverables and reports to be submitted;
 - d) a schedule indicating completion dates for services and/or submission dates for deliverables and reports;
 - e) the firm all-inclusive hourly rate or per word rate from Annex "B" of the Standing Offer;
 - f) the total value of the call-up; and
 - g) the authorizing signature of the Identified User.
3. Should the said Offeror be unable to perform the requested Work due to unavailability, the Offeror must notify the Technical Authority and/or Project Authority, in writing, within two (2) hours of receiving the description of the Work to be performed. This process will then be repeated with the next Offeror in the order of ranking (from highest to lowest) until such time as an Offeror capable of fulfilling the requirement is found. Should no Offeror be able to provide the Work requested, Canada reserves the right to procure the specified Work by other arrangements.
4. Should the said Offeror be accepting the work, the Offeror must notify the Technical Authority and/or Project Authority, in writing, within two (2) hours of receiving the work description. If the Offeror confirms that it is accepting the work, the Offeror will submit to the Technical Authority and/or Project Authority, a proposal with an acknowledgement of the call-up and documents using the part to be filled by the Offeror on the PWGSC-TPSGC 942 Call-up Form (see the form in Annex E), including:

-
- a written confirmation of the number of units;
 - a written confirmation of the spending limit;
 - a written confirmation of the persons assigned to the task.

7.9 Call-up Instrument

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

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (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 \$_____ 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

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) General Conditions 2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services
- d) General Conditions 2035 (2016-04-04) Higher Complexity Services
- e) Supplemental General Conditions 4007 (2010-08-16) Canada to own Intellectual property rights in Foreground Information
- f) Annex A - Statement of Work
- g) Annex B - Basis of Payment
- h) Annex C - Quality Standards
- i) Annex D - Security Requirements Checklist
- j) Annex E - PWGSC – TPSGC 942 Call-up Form
- k) Annex F – Electronic Payment Instruments
- l) The Offeror's offer dated _____

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

7.13.2 Federal Contractors Program for Employment Equity – Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC) – Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the “FCP Limited Eligibility to Bid” list. The imposition of such a sanction by ESDC may result in the setting aside of 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 _____.

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

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract

7.3 Term of Contract

7.3.1 Period of the Contract

The Work is to be performed in accordance with the call-up against the standing offer.

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment

The Offeror will be paid in accordance with the Basis of Payment in Annex B for work performed pursuant to the Standing Offer.

7.5.2 Terms of Payment - Monthly Payment

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

7.5.3 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

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 release document and any other documents as specified in the Contract;
 - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment.

Courts Administration Services
90 Sparks, Ottawa, Ontario K1A 0H9

7.7 Insurance Requirements

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

7.8 Liquidated Damages - Linguistics

If any part of the Work is not to the satisfaction of Canada, without restricting any other right of Canada under the Contract, Canada may elect to use and pay for the part of the Work that is satisfactory in accordance with the Basis of Payment.

For the part of the Work that is not satisfactory, Canada may at its entire discretion, require its correction or replacement from another source, including in-house resources. In such case, the Contractor will be responsible to pay to Canada liquidated damages at the rate of \$87 per hour multiplied by the number of hours required to have the Work corrected or replaced.

The total amount of the liquidated damages must not exceed the amount of the invoice submitted.

The Contractor agrees that the amount stated above is the best pre-estimate of the loss that Canada would incur in the event of such failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.

7.8.1 Unsatisfactory Performance With Respect to Quality and Timeliness

- .1 Work is deemed unsatisfactory if it does not meet the Quality Standards in Annex C and paragraph 7.1 of Annex A.
- .2 A Contractor who fails to meet the Quality Standards will receive a notice of unsatisfactory performance.
- .3 In accordance with article 09 of the 2035 (2016-04-04) General Conditions - Higher Complexity - Services, the Project Authority may require the Contractor to redo the unsatisfactory work.
- .4 If the Project Authority requires the Contractor to redo the work and the new work is deemed satisfactory, the unsatisfactory evaluation with respect to quality will not be entered in the Contractor's file and will therefore have no impact on the Contractor's file.
- .5 If the Project Authority requires the Contractor to redo the work and the new work is deemed unsatisfactory, the unsatisfactory evaluation with respect to quality will stand and will be entered in the Contractor's file.
- .6 A contractor who delivers a job late automatically receives an unsatisfactory performance evaluation with respect to timeliness.
- .7 An unsatisfactory performance evaluation with respect to timeliness has an impact on the Contractor's file and may have an impact on the payment as per paragraph 7.5.1.2 of the Standing Offer and the Basis of Payment.
- .8 Termination of Call-Up and Set-Aside of the Standing Offer

7.8.2 On the third unsatisfactory evaluation, Canada may terminate the Call-up.

7.8.3 If a supplier incurs three terminations over a continuous period of one year or less, Canada may set-aside the Standing Offer.

7.8.4 Nothing in this section infringes upon the rights and remedies to which Canada may otherwise be entitled under the Call-up.

7.9 Priority of Documents

If there is a discrepancy between the wording of any of the 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 that list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) General Conditions 2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services
- d) Supplemental General Conditions 4007 (2010-08-16) Canada to own Intellectual property rights in Foreground Information
- e) General Conditions 2035 (2016-04-04) Higher Complexity Services
- f) Annex A - Statement of Work
- g) Annex B - Basis of Payment
- h) Annex C - Quality Standards
- i) Annex D - Security Requirements Checklist
- j) Annex E - PWGSC – TPSGC 942 Call-up Form
- k) Annex F – Electronic Payment Instruments

ANNEX A STATEMENT OF WORK

A1. SCOPE OF WORK

A1.1 Purpose

Courts Administration Service (CAS) has a requirement for translation services on an “as and when requested” basis for translation of documents that are administrative and/or legal in nature. Translation services are required for texts to be translated from English to French and from French into English.

A1.2 Background

The Courts Administration Service was established in 2003 to provide judicial, registry, and corporate services to the four federal superior courts of record, thereby helping to maintain the independence of these courts from the government. The four courts served by CAS are The Federal Court of Appeal, The Federal Court, The Court Martial Appeal Court of Canada and The Tax Court of Canada.

The services provided by CAS enable the courts to function and members of the courts to hear and resolve cases in a fair, expeditious and efficient manner. They assist individuals, organizations and the Government of Canada in submitting disputes and other matters to the courts.

A1.3 Additional Information

Additional information about the courts Administration Service is available at: <http://www.cas-satj.gc.ca>

A2. DEFINITIONS

The following list contains terms commonly used in Annex A - Statement of Work and Contract:

Business day: refers to any day of the week when work is normally done as distinguished from weekends and statutory holidays.

Correction: where changes are brought to a source text by the CAS and where the Contractor is tasked with bringing the changes to the translation regardless of the fact that the Contractor did or did not perform the initial translation.

Outside Regular Business Hours: work to be performed outside the Regular Business Hours, namely from 4:30 p.m. to 8:30 a.m. (Ottawa time) from Monday to Friday, on weekends and on statutory holidays.

Quality Control: an in-depth comparison of the translation with the source text, evaluation of the accuracy and linguistic quality and correction of the form and the substance of the translation in accordance with the quality standards as specified in Annex C – Quality Standards.

Regular Business Hours: work to be performed during normal business hours from 8:30 a.m. to 4:30 p.m. (Ottawa time), Monday to Friday, excluding weekends and statutory holidays.

Statutory Holiday: New Year's Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving; Remembrance Day; Christmas Day; Boxing Day.

Project Authority: The Project Authority is the representative of CAS for whom the work is being carried out under the Request for Standing Offer and is responsible for all matters concerning the technical content of the work under the RFSO. Technical matters may be discussed with the Project Authority; however, the project Authority has no authority to authorize changes to the scope of the work. Changes to the scope of the work can only be made through an amendment issued by the Contracting Authority.

Project Coordinator: The Project Coordinator administers translation requests received from the Project Authority. This involves timely delivery of the work in the requested format, and all communications concerning the work. The coordinator must also manage the information relating to a single job and submit the information to the Project Authority. The project Coordinator shall have at least two years of experience managing translation projects.

Revisor: A revisor is the person revising and proofreading all translated text throughout to ensure that all typing errors, grammatical, terminology, semantics and syntax errors are corrected. The tone of the translated text should be equivalent to the tone used in the original version.

Technical or mechanical problems: such as power outage, computer breakdown etc.

Urgent: consists of high-priority translation work to be performed at the request of Canada in its entirety or partly outside of Regular Business Hours, on weekends, and during statutory holidays.

Portal: Website that serves as a gateway or a main entry point ('cyber door') on the internet to a specific field-of-interest or an industry. The Portal will provide an interface between the bidder and CAS in order to submit translation and revision requests and to receive completed translations and revisions. See Table 1. below:

Table 1 Portal Description
Particulars
Portal can be used to upload documents to be translated
Finished translations can be uploaded to the portal and retrieved
Email notifications sent to submitter advising of receipt of translation request and translation completion
Portal provides a list of all active translations and translations completed
Portal displays the status of individual translation requests
Portal lists all translation requests in queue
Portal provides financial information such as a list of invoices sent to date, total amount spent to date and most recent invoice date

A3 REQUIRED CAPACITY

A3.1 Production capacity for Class A

The requirement for Class A, Legal Text is estimated at 3,600,000 words of translation and revision from English into French annually. This corresponds to an average production of approximately 16,363 words per business day.

A3.2 Production capacity for Class B

The requirement for Class B, Legal text is estimated at 1,550,000 words of translation and revision from French into English annually. This corresponds to an average production of approximately 7,045 words per business day.

A.3.3 Production capacity for Class C

The requirement for Class C, Administrative text is estimated at 1,020,000 words of translation and revision from English into French annually. This corresponds to an average production of approximately 4,600 words per business day.

A.3.4 Production capacity for Class D

The requirement for Class D, Administrative text is estimated at 330,000 words of translation and revision from French into English annually. This corresponds to an average production of approximately 1,500 words per business day.

Texts must meet the requirements stipulated in section A7 on an ongoing basis.

Given that the services required are on an as-needed basis, it is impossible to precisely predict the actual demand for services or the volume of work, since the workload varies based on the needs of internal clients. The length of texts can also vary considerably.

A4. NATURE OF TEXTS FOR TRANSLATION

A4.1 The texts for translation and revision would consist primarily of administrative and legal texts. Administrative texts include (but not limited to) correspondence and other documents related to corporate and administrative matters, including human resources, finance, security, Information Technology, Information Management, facilities or policy. Legal texts include (but not limited to) agreements, contracts, reports, studies, legal opinions, guides and manuals, arrangements, administrative and court decisions, summaries and digests. These documents would cover the following topics:

Constitutional law (including the constitutional rights of Aboriginal peoples, division of powers, federal-provincial relations and civil liberties);

Criminal law (criminal law, correctional law, extradition);

Commercial law (rules of law governing economic activity, such as regulation of credit, business corporations, competition, consumption, bankruptcy, insurance);

Maritime law (rules of law governing shipping, property rights mortgages on ships, liens on ships, seizure of ships, carriers' obligations and responsibilities, and charter, towage and consignment contracts);

Private or public international law (international agreements, treaties, conventions, delimitation and the land and sea boundaries and airspace of states, rules of law governing legal personas or individuals from other countries);

Private law (families, individuals, real property; contracts, intellectual property (trademarks, patents and copyright));

Administrative law (rules of law governing public authorities, protection of personal information access to information, citizenship, immigration, environmental protection);

Tax Law (income tax, goods and services tax, employment insurance, excise tax)

And other applicable laws

A4.2 PROJECT REQUIREMENTS

A4.2.1 Tasks

1. The Contractor will translate legal and administrative texts from English into French and/or from French into English, including tables, graphics and illustrations.
2. The Contractor will process, manage, translate and store secret documents if and when required in compliance with Security Standards noted in Part 7 of the resulting contract.
3. The Contractor will ensure consistency of large documents by limiting, as far as reasonable, the number of different resources working on the same document and providing an overall revision of the complete document to ensure a consistent level of quality;
4. The Contractor will ensure that all legal translations are reviewed and/or certified by a revisor before delivery to CAS. Upon request from CAS, these texts will be certified.

A4.2.2 Certification of Translation

1. The Contractor will have to process, manage, translate and store secret documents if and when required and will have to certify the translations subject to Classes A and B, by a certified legal translator and revisor upon request as follows:

A professional act which cannot be delegated attesting by means of a seal or other mechanism, that the translated texts is a faithful translation of the source text. In other words, certification consists of the translator's and revisor's declaration that he or she has translated the document or checked the translation to the best of his or her ability.

2. The translator and the revisor shall each have a university degree in translation, or be a certified member of a Canadian provincial association of translators and interpreters or Ordre des traducteurs, terminologues et interprètes agréés du Québec (OTTIAQ) - at the bid closing date.

A5. WORKLOAD MANAGEMENT

1. The Contractor is required to translate texts with various deadlines. The Project Authority can at any time ask the Contractor to set aside the request they are currently working on to take on a new request. In such cases, the deadline of the first request will be extended, if necessary, and take into account the Contractor's required production capacity. (See clause A4)
2. The Contractor may receive work (one or more documents) to deliver the same day (i.e., between 8:30 a.m. and 4:30 p.m., Eastern standard-time or Eastern daylight time).
3. CAS uses encryption software (Entrust Security Provider 9.2 for Windows Build: 9.2.180.3532 SP 1 Patch 195546) to send and receive protected information. The Contractor will be responsible for getting their own decryption software, which must be done at their own

expense. The Contractor must follow the appropriate security procedures in accordance with the security rating of the text to be translated. Any breach of these security procedures will result in the immediate termination of the contract.

4. CAS can change the transmission procedures during the contract period. If applicable, the Contractor will be responsible for any new installation, which must be done at their own expense.

A5.1 Work Authorization

1. The Contractor shall not accept any direct requests for service from a CAS branch, division, section or regional office, without the verbal or written consent of the Project Authority or its authorized representative.

A5.2 Transmission of Text

1. Texts will be transmitted between CAS and the Contractor through the Electronic File Transfer (EFT) Service (or any other method specified by CAS). If the EFT or any other method specified by CAS is temporarily unavailable due to a software malfunction and/or network outage, the Contractor shall receive and deliver texts by regular mail or courier from Ottawa.
2. In the event that the Contractor must receive and deliver texts by courier, the delivery addresses will be indicated on the call-up that at the Contractor will receive to carry out the work.

A6. CONTRACTOR WORK TEAM

A6.1 Required Services

The required services include, but are not limited to the following:

- a) Provide the services of one (1) coordinator.
- b) Provide the services of a sufficient number of translators and revisors to produce the volume of work as specified in section A4 - Required Capacity, of which four (4) translators {two (2) for Class A & C and two (2) for Class B & D} and two (2) revisors {one (1) for Class A & C and one (1) for Class B & D} must be cleared at the "secret level" at the time of bid closing. See security requirements, Part 7, Security Requirements.

A6.2 Coordinator

The Coordinator must have a minimum of 2 years of experience in the coordination of translation services.

The required services include, but are not limited to the following:

- a) manage the call-ups submitted by the Project Authority. This involves timely delivery of the work in the requested format and all communications concerning the work;
- b) manage the documentation supplied by the Project Authority.

- c) receive and resolve complaints.
- d) ensure that quality control of the translated texts is conducted before they are delivered to the Project Authority.
- e) receive and action all inquiries related to invoices that are received from the Project Authority.

A6.3 Translators

All translators must either hold a bachelor's degree in translation or be a certified member of a Canadian provincial association of translators and interpreters or Ordre des traducteurs, terminologues et interprètes agréés du Québec (OTTIAQ). Each translator assigned to CAS must be capable of translating:

- i) A minimum of 1,200 words per business day (24,000 words monthly) for the legal translation stream or
- ii) A minimum of 1,800 words per business day (36,000 words monthly) for the administrative translation streams

Translate documents and make modifications in accordance with the quality standards as specified in Annex C – Quality standards

A6.4 Revisor

Each revisor assigned to CAS must be capable of revising:

- i) a minimum of 3,600 words per business day (72,000 words monthly) of legal text or;
- ii) a minimum of 5,400 words per business day (108,000 words monthly) of administrative translation streams

The revisor must review and approve the translated or edited text for accuracy, sentence structure, language rules, grammar and spelling prior to delivering the completed work.

A.7 QUALITY CONTROL

7.1. The Contractor must conduct quality control functions for all translations prior to delivery to the Project Authority in accordance with the quality standards as specified in Annex C, Quality Standards.

For a translation to be deemed satisfactory and for the work to be accepted by the Project Authority, the translation must meet at least the following criteria:

- a) No major errors and no more than 6 minor errors per 1000 words, regardless of the stream. Major and minor errors are defined as follows:

Major Errors:

- Opposite meaning
- Gibberish
- Nonsense
- Omission
 - Of a sentence or part of a sentence
 - Of a name, creating confusion
- Error in or omission of a date

- Mistranslation that has an impact on the meaning
- Name misspelled
- Poorly done research, leading to inadequate quotes, terminology, etc.
- Flagrant failure to respect reference documents

Minor errors:

- Typos, gallicisms, anglicisms, inaccuracies, grammatical errors
- Lack of concision and clarity
- Use of a term other than the term indicated in the terminological database to designate a concept that is of limited importance or that is defined in the text
- Failure to respect generally recognized typographical rules
- Failure to respect the format or layout of the source document (including font)
- The work will be delivered in the software, format, style and layout of the source document sent by the Project Authority, unless otherwise requested.
- The Contractor must ensure the delivery of translations in electronic media or systems that are free of viruses.
- The Contractor must ensure that the accessibility features for the visually impaired are maintained by working in the "overwrite" mode in the word processing software.

A.8 WORD COUNT

When documents for translation are sent to the Contractor, the word count will be included. The count will be done electronically from the source text using the same software and version used to create the source text. The Project Authority will inform the Contractor of the word count on the translation request, and the Contractor will confirm the word count with the Project Authority. Failure to do so will be considered an acceptance of CAS's word count. In case of disagreement, the Project Authority will redo the word count with a view to reaching an agreement. Discrepancies will be resolved prior to the commencement of work. If an agreement cannot be reached, the final decision on the word count will be made by CAS's Project Authority. This word count will be used by the Contractor for invoicing purposes.

A9. EQUIPMENT AND SUPPLIES

- a) As CAS documents (Court decisions, legal and administrative texts) are produced using the Microsoft Office Suite 2010 (under Windows 7), the Contractor must ensure that the translations are compatible with this environment. The Contractor will use virus detection and elimination software and agrees to take the necessary measures to deliver by electronic means translations that are virus free.
- b) The Contractor must have the required equipment for receiving and transmitting documents whether by electronic mail, by means of certain electronic devices (CD, memory stick or others) or by using a courier service (except for classified documents), at no additional cost to Canada.
- c) The Contractor must be equipped with an approved dispatch case for carrying classified documents. The list of approved dispatch cases can be found at the following link : http://www.rcmp-grc.gc.ca/physec-secmat/res-lim/pubs/seg/html/list_0003_e.htm
- d) All encrypted USB keys will be provided by CAS.
- e) The Contractor is responsible for acquiring all new and upgraded versions of software required to perform the work, at no additional cost to Canada.

A10. DOCUMENTATION AND TERMINOLOGY

- a) The Project Authority will provide the Contractor with the names of resource personnel, as well as documentation and terminology sources related to CAS, when available, by electronic mail.
- b) In addition, the Project Authority will provide the Contractor with appropriate court templates to produce the translated documents in the same format as the source document.
- c) The Contractor must augment CAS's terminology translation database by submitting, with the translated text, a list of terms and expressions contained in the text that are not found in common reference works and terminology banks, at no additional cost to Canada. This list must be presented using a format and software compatible with that used by the Project Authority.
- d) The Contractor must acquire all other relevant materials and documentation such as dictionaries, specialized glossaries, and copies of legislation and must use the terminology accepted throughout the government, at no additional cost to Canada.

A11. RECEIPT AND DELIVERY OF TEXT

1. Receipt and delivery of texts must take place during Regular Business Hours, unless otherwise requested by the Project Authority in the call-up. The Contractor will need to confirm acceptance of the work within two hours of receipt from the Project Authority. The Contractor must provide the name and coordinates (email and telephone number) of a contact person(s) who can accept translation work on behalf of the Contractor.
2. When delivering a text, the Contractor is expected to respect CAS's proposed deadlines. Any change will have to be approved by the Project Authority in advance. The Contractor must provide a confirmation email to the Project Authority with the following information: request number, filename, whether there are any translator's notes, the name of the translator, the final word count and/or number of hours, as well as any other information indicated by Courts Administration Service. When necessary, CAS may ask the Contractor to confirm delivery and provide the required information via other means (e.g., email).
3. If required, CAS and the Contractor may transmit texts by email, courier or mail, to their respective addresses, subject to prior verbal or written agreement and, as applicable, in accordance with any security rules imposed by CAS, regardless of the text and the transmission mode.
4. Unclassified Documents to be translated will be sent to the Contractor electronically from the Project Authority's office, accompanied by the approved call-up form. The Contractor is responsible for the receipt and delivery of documents from and to the Project Authority's office and must receive and transmit documents by electronic mail or the Internet. If receipt or delivery problems occur, the Contractor must deliver an electronic version of the documents by courier service, at no additional cost to Canada.
5. Classified Documents (Confidential and Secret): The call-up forms will be sent to the Contractor electronically from the Project Authority's office. The documents to be translated will be hand delivered to the Contractor and returned in the same way. The Contractor is responsible for the receipt and delivery of the documents from and to the Project Authority's office and must receive and transmit documents by hand, at no additional cost to Canada.

Solicitation No. - N° de l'invitation
5X001-160815/A
Client Ref. No. - N° de réf. du client
5X001-16-0815

Amd. No. - N° de la modif.
File No. - N° du dossier
zf503.5X001-160815

Buyer ID - Id de l'acheteur
zf503
CCC No./N° CCC - FMS No./N° VME

6. All Work pick-up and delivery methods must adhere to the Security Requirement provisions of Part 7, Security Requirements

A12. LOCATION OF WORK

The work must be performed at the Contractor's site. The Contractor will use its own supplies and equipment necessary to perform the work.

A13. ADDRESS FOR TEXT PICKUP AND DELIVERY

To be provided at Contract award. CAS's office is located in Ottawa, Ontario

A14. LANGUAGE OF WORK

The Contractor can use either of Canada's official languages when communicating with the Project Authority. The translation services will be provided solely from English into French and from French into English.

ANNEX B

BASIS OF PAYMENT

The Offeror will be paid in accordance with the tables below. The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the Request for Standing Offer will be consistent with this data.

The rates included in this pricing schedule include the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Part 7 of the Request for Standing Offer.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the Bidder for any relocation of resources required to satisfy its contractual obligations.

Rate Schedule - Class A*			
Period	Category of service	Class A	
		Rate	Price
Initial period	Translation and Revision Services, business days	firm per-word rate	\$
	Hourly work, business days, Revision Services	firm hourly rate	\$
	Urgent Translation and Revision Services	firm per-word rate	\$
1 st option period	Translation and Revision Services, business days	firm per-word rate	\$
	Hourly work, business days, Revision Services	firm hourly rate	\$
	Urgent Translation and Revision Services	firm per-word rate	\$
2 nd option period	Translation and Revision Services, business days	firm per-word rate	\$
	Hourly work, business days, Revision Services	firm hourly rate	\$
	Urgent Translation and Revision Services	firm per-word rate	\$

3 rd option period	Translation and Revision Services business days	firm per-word rate	\$
	Hourly work, business days, Revision Services	firm hourly rate	\$
	Urgent Translation and Revision Services	firm per-word rate	\$
Total price evaluated (excluding HST)			\$

Rate Schedule - Class B*			
Period	Category of service	Class B	
		Rate	Price
Initial period	Translation and Revision Services, business days	firm per-word rate	\$
	Hourly work, business days, Revision Services	firm hourly rate	\$
	Urgent Translation and Revision Services	firm per-word rate	\$
1 st option period	Translation and Revision Services, business days	firm per-word rate	\$
	Hourly work, business days, Revision Services	firm hourly rate	\$
	Urgent Translation and Revision Services	firm per-word rate	\$
2 nd option period	Translation and Revision Services, business days	firm per-word rate	\$
	Hourly work, business days, Revision Services	firm hourly rate	\$
	Urgent Translation and Revision Services	firm per-word rate	\$
3 rd option period	Translation and Revision Services, business days	firm per-word rate	\$
	Hourly work, business	firm hourly rate	\$

Solicitation No. - N° de l'invitation
 5X001-160815/A
 Client Ref. No. - N° de réf. du client
 5X001-16-0815

Amd. No. - N° de la modif.
 File No. - N° du dossier
 zf503.5X001-160815

Buyer ID - Id de l'acheteur
 zf503
 CCC No./N° CCC - FMS No./N° VME

	days, Revision Services		
	Urgent Translation and Revision Services	firm per-word rate	\$
Total price evaluated (excluding HST)			\$

Rate Schedule - Class C*			
Period	Category of service	Class C	
		Rate	Price
Initial period	Translation and Revision Services, business days	firm per-word rate	\$
	Hourly work, business days, Revision Services	firm hourly rate	\$
	Urgent Translation and Revision Services	firm per-word rate	\$
1 st option period	Translation and Revision Services, business days	firm per-word rate	\$
	Hourly work, business days, Revision Services	firm hourly rate	\$
	Urgent Translation and Revision Services	firm per-word rate	\$
2 nd option period	Translation and Revision Services, business days	firm per-word rate	\$
	Hourly work, business days, Revision Services	firm hourly rate	\$
	Urgent Translation and Revision Services	firm per-word rate	\$
3 rd option period	Translation and Revision Services, business days	firm per-word rate	\$
	Hourly work, business days, Revision Services	firm hourly rate	\$
	Urgent Translation and	firm per-word rate	\$

Solicitation No. - N° de l'invitation
 5X001-160815/A
 Client Ref. No. - N° de réf. du client
 5X001-16-0815

Amd. No. - N° de la modif.
 File No. - N° du dossier
 zf503.5X001-160815

Buyer ID - Id de l'acheteur
 zf503
 CCC No./N° CCC - FMS No./N° VME

	Revision Services		
Total price evaluated (excluding HST)			\$

Rate Schedule - Class D*			
Period	Category of service	Class D	
		Rate	Price
Initial period	Translation and Revision Services, business days	firm per-word rate	\$
	Hourly work, business days, Revision Services	firm hourly rate	\$
	Urgent Translation and Revision Services	firm per-word rate	\$
1 st option period	Translation and Revision Services, business days	firm per-word rate	\$
	Hourly work, business days, Revision Services	firm hourly rate	\$
	Urgent Translation and Revision Services	firm per-word rate	\$
2 nd option period	Translation and Revision Services, business days	firm per-word rate	\$
	Hourly work, business days, Revision Services	firm hourly rate	\$
	Urgent Translation and Revision Services	firm per-word rate	\$
3 rd option period	Translation and Revision Services, business days	firm per-word rate	\$
	Hourly work, business days, Revision Services	firm hourly rate	\$
	Urgent Translation and Revision Services	firm per-word rate	\$
Total price evaluated (excluding HST)			\$

Solicitation No. - N° de l'invitation
5X001-160815/A
Client Ref. No. - N° de réf. du client
5X001-16-0815

Amd. No. - N° de la modif.
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zf503.5X001-160815

Buyer ID - Id de l'acheteur
zf503
CCC No./N° CCC - FMS No./N° VME

Failure to meet delivery dates

Where the Contractor has failed to meet the agreed-upon delivery date, CAS may, at its discretion, impose a reduction in payment of 2% per day of delay, up to a maximum of 10%.

ANNEX C

QUALITY STANDARDS

ANNEX C, QUALITY STANDARDS

1. Definitions

In these quality standards, the following terms have the following meanings:

1.1 Translation

Language activity that consists in transferring the content of a document into another language, for example, from English to French or from French to English, without losing the message in the source text. Source text may be general, institutional or specialized in nature and relate to the programs and operations of Government of Canada departments and agencies. A quality translation reflects the tone, style and terminology used by the author.

1.2 Official Government of Canada Titles

Official title of an organization, program or administrative body of the Government of Canada, often accompanied by an initialism or acronym. The English and French equivalents of official federal government titles (including any abbreviations, initialisms or acronyms) can be found in *TERMIUM Plus*[®], the Government of Canada's terminology and linguistic data bank. Official parliamentary titles can be found on the Parliament of Canada website.

1.3 Government of Canada Terminology

Terminology relating to an activity, initiative, program or concept associated with a Government of Canada department or agency. The English and French terminology applicable to federal programs can be found in *TERMIUM Plus*[®] or in the glossaries, packages or reference works supplied under this Contract.

1.4 Guidelines With Respect to Preferential Use

All instructions provided to the supplier under the Contract or in any document provided under the Contract. This may include a list of reference works on language, grammar and style. To ensure consistency across translations, these guidelines specify the order in which these references are to be consulted.

2. QUALITY STANDARDS FOR OFFICIAL LANGUAGES TRANSLATION

The quality standards below apply to all translation work and serve as the basis for evaluating contractors' work.

The quality standards cover two areas:

- a) Timeliness;
- b) Translation quality.

The Contractor must:

- a) meet deadlines;

- b) ensure that the translation accurately reflects the meaning of the source text;
- c) ensure that the translation is consistent with spelling, grammar and syntax rules, with usage and with writing conventions:

The Contractor must be guided by the following references:

- i. the reference package supplied by the client, which contains the client's official titles, terminology and usage preferences;
- ii. the latest edition of the *Guide du rédacteur* for translation from English to French and the latest edition of *The Canadian Style* for translation from French to English, available on the Bureau's website;
- iii. *TERMIUM Plus*[®];
- iv. The terminology bulletins (Translation Bureau) found on the Bureau's website, where applicable;

Note: If the guidelines in the above reference works should happen to disagree, the reference works higher in the list take precedence over all those further down the list.

- d) ensure that the translation is clear, concise, consistent and tailored to the audience, and that constructions are idiomatic and natural;
- e) ensure that the translator uses the client's official titles and terminology and respects the client's usage preferences:
 - i. the Contractor must do the research necessary to familiarize itself with client-specific terminology and concepts;
 - ii. the Contractor must use current, official titles as well as correct technical terminology and the terminology applicable to government programs;
 - iii. the Contractor must use any reference package or other documentation made available to it containing terminology requirements, reference documents and related lexicons and glossaries;
- f) ensure that the names and addresses of websites and Web pages and hyperlinks are correct in the target language, unless the client has instructed the Contractor not to change them;
- g) exercise discretion in using reference documents:
 - i. the Contractor may consult previous translations, government websites and other reference material, but must exercise discretion, as these are not always reliable sources;
- (h) deliver translations that are ready for use:

translations should not include any notes, questions, highlighted passages or options for the client to choose from; if a translation needs to be delivered before all the issues have been resolved, the translator's notes are to be submitted in a separate file;
- (i) produce the translations using the agreed-upon software in the agreed-upon format:

the Contractor must follow the specific instructions given by the client with respect to software and format; absent any direction from the client, the translation is to be produced using the same software (and the same version of that software) and the same format as were used for the source text;
- (j) adhere to the following guidelines regarding initialisms and acronyms:

if the source text contains an initialism or acronym, the supplier shall observe the following rule in the target language, even if the source text does not: the first instance of the expression is to be written out in full, followed by the initialism or acronym in parentheses; thereafter, the initialism or acronym may be used alone, where necessary.

ANNEX D

SECURITY REQUIREMENTS CHECK LIST

DEC 09 2016

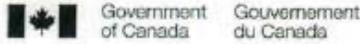


Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 5X001-16-0815
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)
 LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		CAS	2. Branch or Directorate / Direction générale ou Direction Judicial Services/ Distribution	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant		
4. Brief Description of Work / Brève description du travail TRANSLATION CONTRACT FOR 2017-2022.				
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/>	No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/>	No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis				
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/>	No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/>	No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/>	No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès				
Canada	<input checked="" type="checkbox"/>	NATO / OTAN	<input type="checkbox"/>	Foreign / Étranger
7. b) Release restrictions / Restrictions relatives à la diffusion				
No release restrictions Aucune restriction relative à la diffusion	<input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN	<input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion
Not releasable À ne pas diffuser	<input type="checkbox"/>			
Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays :	<input type="checkbox"/>	Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays :	<input type="checkbox"/>	Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information				
PROTECTED A PROTÉGÉ A	<input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ	<input type="checkbox"/>	PROTECTED A PROTÉGÉ A
PROTECTED B PROTÉGÉ B	<input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE	<input type="checkbox"/>	PROTECTED B PROTÉGÉ B
PROTECTED C PROTÉGÉ C	<input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/>	PROTECTED C PROTÉGÉ C
CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/>	NATO SECRET NATO SECRET	<input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL
SECRET SECRET	<input checked="" type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET	<input type="checkbox"/>	SECRET SECRET
TOP SECRET TRÈS SECRET	<input type="checkbox"/>			TOP SECRET TRÈS SECRET
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	<input type="checkbox"/>			TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)



Contract Number / Numéro du contrat 5X001-16-0815
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
 If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
 Short Title(s) of material / Titre(s) abrégé(s) du matériel :
 Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
 Commentaires spéciaux : Supplier must provide reliability and secret cleared personnel based on needs.

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
 If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

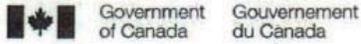
PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



Contract Number / Numéro du contrat 5X001-16-0815
Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET Très SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC Très SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET Très SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>											
IT Media / Support TI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>											
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Solicitation No. - N° de l'invitation
5X001-160815/A
Client Ref. No. - N° de réf. du client
5X001-16-0815

Amd. No. - N° de la modif.
File No. - N° du dossier
zf503.5X001-160815

Buyer ID - Id de l'acheteur
zf503
CCC No./N° CCC - FMS No./N° VME

ANNEX E

PWGSC – TPSGC 942 Call-up Form

 Public Works and Government Services Canada Travaux publics et Services gouvernementaux Canada		Call-up Against a Standing Offer Commande subséquente à une offre à commandes	
Ship to - Expédier à Supplier - Fournisseur		<p>To the supplier: The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.</p> <p>Au fournisseur: L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.</p> <p>Security: The call-up includes security provisions. Sécurité : La demande comprend des exigences en matière de sécurité.</p> <p>NO YES If YES, attach a SRCL to the call-up NON OUI Si OUI, joindre une LVERS à la demande</p>	
Invoices must be sent in accordance with - Les factures doivent être envoyées selon : The detailed instructions in the standing offer / Les instructions détaillées dans l'offre à commandes The address shown in the "Ship to" block / L'adresse indiquée dans la case « Expédier à » Special Instructions below / Les instructions particulières ci-dessous			
Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers. Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.		Financial Code(s) - Code financier(s)	
Standing Offer No. - N° de l'offre à commandes	Requisition No. - N° de demande Order. Off. - Bur. dem. YY - AA	Serial No. - N° de série	Client Reference No. (optional) N° de référence du client (facultatif)
The representative of the identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement. Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.			
Amendment No. N° de modification	Previous Value (\$) Valeur précédente (\$)	Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised Total des dépenses estimatives ou révisées
Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of I. U. de d.	Quantity Quantité
			Unit Price Prix unitaire (\$) Extended Price Prix calculé (\$)
Special instructions - Instructions particulières			Total
For further information, call - Pour renseignements supplémentaires, contactez Name - Nom		Telephone No. - N° de téléphone	Delivery required by - Livraison requise le (YYYY-MM-DD) (AAAA-MM-JJ)
For internal purposes only - Pour usage interne seulement Pursuant to subsection 32(1) of the Financial Administration Act, funds are available. En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.		Approved for the Minister - Approuvé pour le Ministre	
Signature (Mandatory - Obligatoire)		Date (YYYY-MM-DD-AAAA-MM-JJ)	
Signature (Mandatory - Obligatoire)		Date (YYYY-MM-DD-AAAA-MM-JJ)	

Canada

PWGSC-TPSGC 942 (01/2014)

Solicitation No. - N° de l'invitation
5X001-160815/A
Client Ref. No. - N° de réf. du client
5X001-16-0815

Amd. No. - N° de la modif.
File No. - N° du dossier
zf503.5X001-160815

Buyer ID - Id de l'acheteur
zf503
CCC No./N° CCC - FMS No./N° VME

ANNEX "F"

CERTIFICATIONS PRECEDENT TO AWARD

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)