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RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
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**11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2**

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**Request For a Standing Offer
Demande d'offre à commandes**

Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Linguistic Services Division / Division des services
linguistiques

PSBID, PWGSC / DIASP,TPSGC

11 Laurier St. / 11, rue Laurier
10C1/Place du Portage, Phase III

Gatineau

Québec

K1A 0S5

Title - Sujet Translation Services	
Solicitation No. - N° de l'invitation 86100-170002/A	Date 2017-03-31
Client Reference No. - N° de référence du client 86100-170002	GETS Ref. No. - N° de réf. de SEAG PW-\$\$ZF-524-31328
File No. - N° de dossier 524zf.86100-170002	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-05-10	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Remillard, Michele	Buyer Id - Id de l'acheteur 524zf
Telephone No. - N° de téléphone (819)420-4602 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: IMMIGRATION AND REFUGEE BOARD 12TH FLOOR 344 SLATER ST OTTAWA Ontario K1A0K1 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	TRANSLATION RF50 FOR THE IRB - FRO M APRIL 1, 2017 TO MARCH 31, 2018	86100	86100	1	LOT	\$	\$		See Herein	

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
- 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Standard Feedback/Evaluation Emails, the PWGSC-TPSGC 942 Call-up Form, and the Financial Evaluation Example.

1.2 Summary

The Immigration and Refugee Board of Canada (IRB) has a requirement for translation from English to French and from French to English in the separate fields of administrative translation and legal translation for a total of four (4) workstreams. The aim is to establish up to twenty-six (26) Departmental Individual Standing Offers (DISO): up to six (6) for English to French Administrative Translation, up to ten (10) for English to French Legal Translation, up to four (4) for French to English Administrative Translation and up to six (6) for French to English Legal Translation. The work is to be performed across Canada and delivered to the National Capital Region (NCR).

Each DISO will be for one (1) year from the date of award with the possibility to extend the period of the Standing Offer by up to four (4) additional one (1) year periods under the same terms and conditions.

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

The requirement is subject to a preference for Canadian goods and/or services.

The Request for Standing Offers (RFSO) is to establish Departmental Individual Standing Offers (DISOs) for the requirement detailed in the RFSO, to the Identified User across Canada, excluding locations within

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Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

1.3 Security Requirements

There are no security requirements associated with the requirement.

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) (<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 - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 180 calendar days.

2.1.1 SACC Manual Clauses

M3021T (2012-07-16) Education and Experience

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

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.

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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 _____.

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 one [1] soft copy on CD or USB key)
- Section II: Financial Offer (one [1] hard copy and one [1] soft copy on CD or USB key)
- Section III: Certifications (one [1] hard copy and one [1] soft copy on CD or USB key)
- Section IV: Additional Information (one [1] hard copy and one [1] soft copy on CD or USB key)

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

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

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

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

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

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

Section I: Technical Offer

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

Section II: Financial Offer

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

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

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

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2016-11-06) Exchange Rate Fluctuation

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

3.1.3 Reference Check

- i. Canada reserves the right to check references to verify the accuracy of the information provided by the Offeror.
- ii. If Canada checks references, the checking will be done by email. Canada will send all email reference check requests to contacts supplied by the Offeror on the same day. The references will have 5 working days from the date of the sending of the email to reply. Canada will not consider that a mandatory criterion has been met and will not award any points if responses are received after the deadline has passed.
- iii. On the third working day after sending out the emails, if Canada has not received a response, Canada will notify the Offeror by email to allow the Offeror to contact his or her reference directly to ensure that the reference responds to Canada within 5 working days. If the named individual is unavailable during the evaluation period, the Offeror may provide the name and contact information of an alternate contact from the same client. Offerors will only be provided with this opportunity once for each client, which means that the Offeror cannot submit the name of another person if the originally named individual indicates that he or she does not want to reply or is unable to do so. The period of 5 working days will not be extended to allow the new person to respond.
- iv. Wherever information provided by a reference differs from the information supplied by the Offeror, the information supplied by the reference will be the information evaluated.
- v. Canada will not consider that a mandatory criterion has been met:
 - (A) if the reference cannot provide the information requested or refuses to do so; and
 - (B) if the reference works for an affiliate or other entity that does not deal at arm's length with the Offeror.

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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.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Criterion identifier	Mandatory Criteria – Stream A	Instructions	Bidder's response
MC1.1	<p>The bidder must demonstrate at least three (3) years' experience (within the last five [5] years) on a contract or as an employee since 2012 performing translation for a federal or provincial government department or agency, or for a judicial body located in Canada. The translation must have been performed from English to French, and must have been on a subject related to public administration (such as human resources, information technology, budgetary and financial management, information management, and management operations).</p>	<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; 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 subject matter; and iii. The source and target languages. 	

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Criterion identifier	Mandatory Criteria – Stream B	Instructions	Bidder's response
MC1.2	<p>The bidder must demonstrate at least three (3) years' experience (within the last ten (10) years) on a contract or as an employee since 2007 performing translation for a federal or provincial government department or agency, or for a judicial body located in Canada. The translation must have been performed from English to French, and must have been on a subject related to documents containing legal content (legal decisions and/or other legal documents such as legal advice).</p>	<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; 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 subject matter; and iii. The source and target languages. 	

Criterion identifier	Mandatory Criteria – Stream C	Instructions	Bidder's response
MC1.3	<p>The bidder must demonstrate at least three (3) years' experience (within the last five (5) years) on a contract or as an employee since 2012 performing translation for a federal or provincial government department or agency, or for a judicial body located in Canada. The translation must have been performed from French to English, and must have been on a subject related to public administration (such as human resources, information technology, budgetary and financial management, information management, and management operations).</p>	<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; 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 subject matter; and iii. The source and target languages. 	

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Criterion identifier	Mandatory Criteria – Stream D	Instructions	Bidder's response
MC1.4	<p>The bidder must demonstrate at least three (3) years' experience (within the last ten (10) years) on a contract or as an employee since 2007 performing translation for a federal or provincial government department or agency, or for a judicial body located in Canada. The translation must have been performed from French to English, and must have been on a subject related to documents containing legal content (legal decisions and/or other legal documents such as legal advice).</p>	<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; 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 subject matter; and iii. The source and target languages. 	

4.1.1.2 Point Rated Technical Criteria – Used for all workstreams

OFFERORS MUST SUBMIT A SEPARATE OFFER FOR EACH STREAM FOR WHICH THEY WISH TO BE EVALUATED. EACH OFFER MUST BE CLEARLY IDENTIFIED AND MUST SPECIFY TO WHICH STREAM IT APPLIES. AN OFFER THAT DOES NOT SPECIFY ITS APPLICABLE WORKSTREAM WILL BE EVALUATED TO BE NON COMPLIANT.

Criterion identifier	Point-Rated Technical Criteria	Points Allocation	Demonstrated Compliance Reference to Offeror's Offer and achieved score
PRTC1	<p>The Offeror must provide a detailed quality assurance plan demonstrating their ability to provide quality translation and meet the deadlines in accordance with the statement of work. The quality assurance plan shall:</p> <ul style="list-style-type: none"> • Provide an organizational chart, if applicable; • Identify each step of the quality assurance process, from planning to delivery. • Describe how the quality assurance plan is applied on a day-to-day basis by the Offeror. • Describe what steps are taken when the translation quality is not deemed satisfactory by the client. 	<p>Poor – Does not demonstrate a quality assurance plan (0 pts)</p> <p>Fair – Demonstrates a quality assurance plan that does not provide detailed information (8 pts)</p> <p>Adequate – Demonstrates a quality assurance plan with information that gives basic details (16 pts)</p> <p>Good – Demonstrates a cohesive quality assurance plan that adequately verifies documents (24pts)</p> <p>Excellent – Demonstrates a cohesive quality assurance plan that exceeds the expectation of document verification (30 pts)</p>	
PRTC2	<p>The Offeror must provide a detailed risk management plan explaining how specified deadlines will be met, per the definition of the requirement in Annex A, Statement of Work. The risk management plan shall:</p> <ul style="list-style-type: none"> • Identify possible risks in not delivering the Work by the deadline; • Identify solutions in case identified risks arise; • Include the methodology for tracking and ensuring the timely delivery of Work; 	<p>Poor – Vaguely described and/or not particularly clear; incomplete understanding of the requirement (0 pts)</p> <p>Fair – Some detail provided but still weak; some understanding of the risks associated with the requirement (5 pts)</p> <p>Adequate – Expanded description; conveys a basic understanding of the</p>	

	<ul style="list-style-type: none"> Identify methods of mitigating risks; Contain the following headings: Risk Identification, Risk Assessment, Risk Response, and Monitoring and Evaluation. 	<p>requirement (10 pts)</p> <p>Good – Conveys a clear understanding of the requirement but some detail missing with regards to risk mitigation approaches (15 pts)</p> <p>Excellent – Meets the requirements of the SOW; all concerns addressed thoroughly and risks are properly mitigated (20 pts)z</p>	
<p>PRTC3</p>	<p>The Offeror's bid must demonstrate any additional experience beyond the minimum three (3) years required in the mandatory technical criteria. For the purposes of evaluating this additional experience, the Offeror may propose experience acquired from January 1, 2007 onwards. This experience must be relevant to the respective stream, both with regards to the subject matter and the source and target languages.</p> <p>To demonstrate its experience, the Bidder must provide the following information for each project or contract:</p> <p>a) For streams B and D, the name of the client organization(s) to whom the legal translation services were provided and, for streams A and C, the name of the client organization(s) to whom the administrative translation services 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;</p> <p>c) For streams B and D, a description of the legal texts translated and, for streams A and C, a description of the administrative texts translated clearly indicating the following:</p> <p>i. the period during which the legal or administrative translation services were provided, specifying from (month/year) to</p>	<p>For 3 years : 0 points</p> <p>For 3 years plus one day to 4 years : 8 points</p> <p>For 4 years plus one day to 5 years : 16 points</p> <p>For 5 years plus one day to 6 years : 24 points</p> <p>For more than 6 years : 30 points</p>	

	(month/year); ii. the nature of the work and subject matter; and iii. The source and target languages.		
Total Maximum points available	80	Score (PRTC1 to PRTC3)	
Minimum Pass Mark	48		

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, all applicable taxes excluded; FOB destination, Canadian customs duties and excise taxes included.

The Financial Evaluation will be based on the total evaluated price of the financial proposal using the Excel spreadsheet completed by the bidder.

To determine the Total Evaluated Weighted Cost Per Word for each individual stream, the all-inclusive prices and rates submitted in the Annex "B": Basis of Payment will be calculated as such:

$$\text{Price per Word} \times 0.9 + \text{Price per Word (Urgent)} \times 0.1 = \text{Weighted Average}$$

The Weight Average for all four (4) option periods plus the initial contract period will be added and then divided by five (5). The result will be the Total Evaluated Weighted Cost Per Word for that given workstream. Bidders may submit pricing for one, many or all of the workstreams as defined in Annex A, Statement of Work.

4.1.2.1 Financial Evaluation – Evaluation of Price

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection - Lowest Price Per Point

To be declared responsive, an offer must:

- a. comply with all the requirements of the Request for Standing Offers;
- b. meet all mandatory technical evaluation criteria; a
- c. obtain the required minimum of 48 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 80 points.

Offers not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive offer that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted.

A total of up to twenty-six (26) Standing Offers may be issued as follows:

Stream A Up to 6 suppliers may be qualified - English to French Administrative Translation

Solicitation No. - N° de l'invitation
86100-170002/A
Client Ref. No. - N° de réf. du client
86100-170002

Amd. No. - N° de la modif.
File No. - N° du dossier
zf524.86100-170002

Buyer ID - Id de l'acheteur
zf524
CCC No./N° CCC - FMS No./N° VME

Stream B	Up to 10 suppliers may be qualified	- English to French Legal Translation
Stream C	Up to 4 suppliers may be qualified	- French to English Administrative Translation
Stream D	Up to 6 suppliers may be qualified	- French to English Legal Translation

If there are more qualified bidders than the planned number of Standing Offers for each individual workstream, bidders will be ranked by lowest price per point to determine to which ones will be issued a Standing Offer, starting with the lowest price per point and going in ascending order.

Example – Workstream C – Up to four (4) qualified suppliers

Bidder's name	Mandatories met	Evaluated price-per point	Result
Company A	Yes	0.006	DISO issued
Company B	Yes	0.008	DISO issued
Company C	Yes	0.009	DISO issued
Company D	Yes	0.010	DISO issued
Company E	Yes	0.012	No DISO issued
Company F	Yes	0.016	No DISO issued

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 - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer 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 and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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 Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the service offered is a Canadian service, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the offer will result in the service offered being treated as a non-Canadian service.

The Offeror certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

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

5.2.3.3 Federal Contractors Program – 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](#) 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 Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.3.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

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

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance to one year after issuance.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional four (4) periods, for one (1) additional year each, 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) calendar days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

6.4.4 Delivery Points

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

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Michele Remillard
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Professional Services Procurement Directorate
Address: 11 Laurier Street
Gatineau, Quebec K1A 0S5
Canada
Building Portage III

Telephone: 819-420-4602
Fax: 819-420-4602
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.

6.5.2 Project Authority

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

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

6.5.3 Offeror's Representative

This information will be included in the resulting Standing Offer(s).

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Immigration and Refugee Board of Canada.

6.8 Call-up Procedures

Qualified offerors will be placed on a list managed by the Project Authority. As requirements are identified, the identified user will contact offerors on a rotational basis to ensure a more or less equal distribution of the work.

Once contacted, the first offeror will be given one (1) hour to accept the work as described within the email request. The offeror may accept the work per the terms of the email request, or the offeror may decline to complete the work. The requirement will be offered to the next one in case of refusal or lack of response within the designated time frame. Then the next requirement issued by the identified user will be offered to the offeror next on the list in the same fashion. This process is repeated until the list of offerors is exhausted, after which the process is started once more from the top of the list of SO holders.

An Offeror will not be penalized for declining the work proposed by a given email request.

Below is an example of the list that will be managed by the Project Authority to ensure rotational distribution of the work, based on three qualified offerors for a given workstream:

Offeror	Call-up #	Call-up value	Date
Supplier 1	001	4,500.00	Jan 16
Supplier 2	002	987.00	Jan 18
Supplier 3	003	16,000.00	Jan 20
Supplier 1	004	8,900.00	Jan 22
Supplier 2	005	2,200.00	Jan 22
Supplier 3	006	29,000.00	Jan 23
Supplier 1	007	<i>Declined</i>	Jan 27
Supplier 2	007	17,000.00	Jan 27
Supplier 3	008	7,000.00	Jan 30
Supplier 1			

Additional information on each workstream can be found in Annex A, Statement of Work.

6.8.1 Qualified Workstream(s)

The Offeror is qualified to offer the services required per Annex A, Statement of Work for the following workstream(s):

- () Workstream A - English to French Administrative Translation
- () Workstream B - English to French Legal Translation
- () Workstream C - French to English Administrative Translation
- () Workstream D - French to English Legal Translation

This information will be included in the resulting Standing Offers.

6.9 Call-up Instrument

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

6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Applicable Taxes excluded).

6.11 Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if, at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- e) the general conditions 2035 (2016-04-04) General Conditions - Higher Complexity - Services;
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Electronic Payment Instruments;
- i) Annex D, Standard Feedback/Evaluation Emails;
- j) Annex F, Standing Offer Reporting Requirements
- k) the Offeror's offer dated _____.

6.13 Certifications and Additional Information

6.13.1 Compliance

Solicitation No. - N° de l'invitation
86100-170002/A
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86100-170002

Amd. No. - N° de la modif.
File No. - N° du dossier
zf524.86100-170002

Buyer ID - Id de l'acheteur
zf524
CCC No./N° CCC - FMS No./N° VME

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.

6.13.2 SACC Manual Clauses

C3015C (2014-11-27) Exchange Rate Fluctuation Adjustment
M3020C (2016-01-28) Status of Availability of Resources – Standing Offer

6.14 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.

6.1 Statement of Work

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

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

6.2.2 Supplemental General Conditions

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

6.3 Term of Contract

6.3.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive.

6.3.2 Delivery Date

Delivery must be completed in accordance with the e-mailed work request.

6.4 Proactive Disclosure of Contracts with Former Public Servants

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

6.5 Payment

6.5.1 Basis of Payment

In consideration of the Contractor satisfactory completing all of its obligations under the Contract, the Contractor will be paid an all-inclusive firm rate per word for translation services, in Canadian dollars, FOB destination, in accordance with the Basis of Payment in Annex B. Customs duties and excise taxes are included, where applicable, and Good and Services Tax or Harmonized Sales Tax is extra, if applicable. Transportation for the supply and delivery of the Work is included.

Canada will not pay to the Contractor for any design changes, modifications or interpretations of the Work unless these design changes, modifications or interpretations have been approved in advance and in writing by the Contracting Authority before they have been incorporated in the Work.

6.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ .
Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.5.3 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 Contract if:

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

6.5.4 SACC Manual Clauses

A9117C (2007-11-30) T1204 – Direct Request by Customer Department
C0100C (2010-01-11) Discretionary Audit – Commercial Goods and/or Services
C2000C (2007-11-30) Taxes – Foreign-based Contractor

6.5.5 Electronic Payment of Invoices – Call-up

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

6.5.6 Late Delivery of Work

The rates proposed by the Offeror for non-urgent work that is delivered later than the time specified in the work request will be subject to an adjustment based on the lateness of the work as follows:

Delay in delivery	Adjustment to Offeror's Rate
None (on time)	100%
Up to one (1) hour late	95%
From more than one (1) hour late to two (2) hours late	93%
From more than two (2) hours late to three (3) hours late	90%

The Identified User will confirm in writing with the Contractor when such an adjustment must be made. The adjustment will apply to the entirety of the emailed work request for which the work is delivered late. Work delivered more than three (3) hours late will not be accepted and will instead be subject to section 6.8 Liquidated Damages below.

This rate adjustment provision does not apply to urgent translations, which are automatically refused if not delivered within the email request delivery time and date.

6.5.7 Translation Errors

Should the Work specified in the email request be delivered in an unsatisfactory manner as outlined in Section A7 – Quality Control of Annex A, Statement of Work, the following adjustment to the Offeror's proposed rates will apply:

Administrative translations (streams A and C)

Errors per 2,000 words	Adjustment to Offeror's Rate
Two (2) major errors and/or more than fifteen (15), and up to twenty (20), minor errors	95% and the work will be deemed unsatisfactory
Three (3) or more major errors and/or more than twenty (20) minor errors	90% and the work will be deemed unsatisfactory

Legal translations (streams B and D)

Errors per 5,000 words	Adjustment to Offeror's Rate
Two (2) major errors and/or more than twenty-five (25), and up to thirty (30), minor errors	95% and the work will be deemed unsatisfactory
Three (3) or more major errors and/or more than thirty (30) minor errors	90% and the work will be deemed unsatisfactory

The Identified User will confirm in writing with the Contractor when such an adjustment must be made. The adjustment will apply to the entirety of the call-up for which the work is delivered late.

This rate adjustment is cumulative with any adjustment effected for late delivery of the work as specified in the email request.

6.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be submitted on the Offeror's own invoice form and must show:
 - (a) the invoice date;
 - (b) the Offeror's name and address;
 - (c) the designated user's name and address;
 - (d) the Standing Offer number
 - (e) Financial codes, including GST/HST codes (as applicable);
 - (f) the period during which the services were rendered;
 - (g) the value of each emailed work request completed during the invoice period and being invoiced;
 - (h) the total dollar amount, including applicable tax (GST/HST/QST) shown separately.
3. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.7 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

6.8 Liquidated Damages

1. If the Contractor fails to perform the services within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages as follows:

In the event that a request for regular translation is delivered more than three (3) hours later than the deadline as stated in the emailed work request, the Contractor's work will not be accepted and IRB will submit the work request to another qualified Offeror in the same workstream as an urgent translation request. The Contractor's regular translation rate will be subtracted from the replacement Offeror's urgent translation rate for the same type of translation, and the Contractor agrees to pay Canada liquidated damages in the amount calculated by multiplying the resulting rate by the amount of words to be translated as indicated in the emailed work request.
2. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
3. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

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86100-170002/A
Client Ref. No. - N° de réf. du client
86100-170002

Amd. No. - N° de la modif.
File No. - N° du dossier
zf524.86100-170002

Buyer ID - Id de l'acheteur
zf524
CCC No./N° CCC - FMS No./N° VME

ANNEX A

STATEMENT OF WORK

Translation Services

A1 Background

The Immigration and Refugee Board of Canada (IRB) is an independent tribunal established by the Parliament of Canada. Its mission, on behalf of Canadians, is to resolve immigration and refugee cases efficiently, fairly and in accordance with the law. The IRB is made up of four divisions: the Refugee Protection Division (RPD), the Refugee Appeal Division (RAD), the Immigration Appeal Division (IAD) and the Immigration Division (ID).

A2 Objective

The IRB requires translation services of an administrative and legal nature to supplement the IRB's Linguistic Services Directorate. The estimated number of words for translation is 20,000,000 over a five (5) year period, divided in accordance with the Call-up procedure mechanism set out in the Standing Offer among all suppliers qualified in the four (4) services streams:

- Stream A – English to French Administrative Translation – approximately 2,000,000 words
- Stream B – English to French Legal Translation – approximately 14,200,000 words
- Stream C – French to English Administrative Translation – approximately 700,000 words
- Stream D – French to English Legal Translation – approximately 2,400,000 words

The translation services are required on an “as and when required” basis. The volumes of Work mentioned do not necessarily reflect the actual volumes of Work that the IRB will contract under the Standing Offer (SO) and the volume of Work that each qualified supplier will receive during the Standing Offer period and extension period(s), as the case may be. The volumes of Work may vary significantly depending on the demand.

A2.1 Reference Material

The reference material must be used with professional judgment, in accordance with each email following the Call-up. The Offeror must comply with the Linguistic Services Directorate's terminology and linguistic requirements as expressed in the following reference documents:

- *The Canadian Style*
- *The IRB Glossary*
- Linguistic Services Directorate Administrative Procedures
- *The IRB Style Guide*
- *The Immigration and Refugee Protection Act (IRPA)* and Regulations, and any new legislation amending the IRPA and/or Regulations
- The guidelines
- The database (MultiTrans or other similar)
- Other reference material will be provided if necessary

These documents will be provided to the Offeror at the onset of the contract or the Offeror may access these documents through the IRB Web site or by contacting the Project Authority.

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The Offeror may also be provided with terminology in any reference documents transmitted with the electronic translation request by the Linguistic Services Directorate's Translation Coordinator.

A3 Definitions

- Translation:** Texts translated from English to French or from French to English.
- Administrative Texts:** Documents whose subject matter are finance, policy, human resources, communications, IT, conferences, etc. Also referred to as "Current texts".
- Judicial body:** Institution of law (court of law, district court, tribunal, etc.)
- Legal Texts:** Documents that are legal decisions and/or contain legal content. This stream is mostly composed of decisions, but also includes other legal documents and documents of a more technical nature.
- Word:** A continuous series of letters set apart from other words by spaces.
- Regular Translation:** A translation with a delivery period allowing completion of the Work during normal working hours, based on a production rate of 1,500 words translated per day.
- Urgent Translation:** A translation with a delivery period shorter than that of a regular translation, that is less than one day to translate 1,500 words.
- Normal Working Hours:** For the purpose of this Standing Offer, normal working hours are defined as Monday to Friday, 8:00 a.m. to 5:00 p.m., EST, with the exception of statutory holidays.
- Statutory Holiday:** For the purpose of this Standing Offer, a statutory holiday means New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday (Ontario), Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.
- Translation Coordinator:** Generally understood to be the Client Services Manager of the Linguistic Services Directorate of IRB, or his/her delegated representative from within the Administrative Team.

A4 Software Applications

The Offeror shall be able to use all of the applications listed below at all times during the period of the Standing Offer. Conversions of the file format from the original request will not be accepted.

- The operating system is Windows 10; the software suite is the Microsoft 2013 suite of products, which includes MS Word 2013, MS Excel 2013 and MS PowerPoint 2013. The IRB will require the Offeror to be compliant with any system changes. The IRB will provide the Offerors with a minimum of 30 calendar days' notice of any system requirement changes.
- Acrobat Reader 7.0 and above; and
- Internet Explorer.

A5 Equipment and Material

The Offeror must have a high-speed Internet connection for receiving translation requests electronically and sending back electronically the translations, as well as access to a courier service for pick-up and delivery of texts, if necessary.

A6 Delivery of Work

All work will be delivered electronically to the National Capital region.

A6.1 Pick-up and Delivery Process

The Work to be translated will normally be sent electronically to the Offeror by email following the Call-up and the completed Work returned by the Offeror by electronic means (E-mail). In the case of unforeseen interruption to electronic means, the Translation Coordinator may require the Offeror to have the Work picked up or delivered to the address indicated in the Standing Offer (either in person or by courier at the Offeror's own discretion and expense).

A6.2 Word Count

When Work for translation is sent to the Offeror, the word count must be done electronically from the source text using the same software and version used for the source text. The Translation Coordinator will inform the Offeror of the word count via the email request, the Offeror shall confirm the word count with the Translation Coordinator and any discrepancies shall be resolved prior to the commencement of Work.

In determining the word count for decisions translated under streams B and D, the cover page will be counted as 30 words; no other word count of the cover page will be taken.

Should there be any disagreement, the IRB Translation Coordinator will redo the word count with a view to reaching an agreement with the Offeror. The Offeror must notify the Translation Coordinator of any changes to the word count.

If an agreement cannot be reached, the final decision on the word count will be made by the IRB Translation Coordinator.

A7 Quality Control

A7.1 Quality Standards

The quality of Work delivered under the Standing Offer must meet the following and be to the satisfaction of the Translation Coordinator. The Offeror must:

- Use the appropriate style and language that accurately renders the message of the source text;
- Ensure that the Work contains standardized and consistent terminology;
- Take into account comments received;
- Deliver Work that is absent of errors. Errors include, but are not limited to:
 - Minor Errors:
 - Typos, Gallicisms, 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
 - Minor failure to respect the format or layout of the source document (including font)

 - Major Errors:
 - Opposite meaning
 - Gibberish
 - Non-sense
 - Omission of a sentence, of part of sentence containing important details, of a date
 - Omission of a name, if this could create some confusion
 - Mistranslation that could have an impact (especially in a decision)
 - Errors in dates
 - Name misspelled
 - Highly inadequate research (that is to say, the research must be redone; quotes, terminology, etc.)
 - Flagrant failure to respect reference material
 - Major failure to respect the format or layout of the source document (the document needs a lengthy reformatting due to the loss of the format or failure to respect it)

 - Deliver the Work in the application, format, style and layout of the source document as sent by the Translation Coordinator unless otherwise requested in the original email request.
 - Use a virus detection and elimination system and agree to take the necessary measures to ensure the delivery of its translation in electronic media or systems free of viruses.
 - Not add codes that are not already in the source document.
 - Return all documentation supplied to the Translation Coordinator.

A7.2 Error Levels

To be deemed satisfactory and for Work to be accepted by the Translation Coordinator, the Offeror must comply with the following:

All administrative translations (streams A and C) shall contain no more than one major error in 2,000 words and/or no more than three (3) minor errors per 400 words. For example:

- 2,000 word document, there shall be no more than one major error and no more than 15 minor errors.
- 1,000 word document, there shall be no major error and no more than 7 minor errors.

All Legal translations (streams B and D) shall contain no more than one (1) major error per 5,000 words and/or no more than two (2) minor errors per 400 words. For example:

- 2,000 word document, there shall be no major error and no more than 10 minor errors.
- 12,000 word document, there shall be no more than 2 major errors and no more than 60 minor errors.

A8 Format and Layout

The Offeror shall not apply any publicity or distinctive markings (stamps, business cards, stickers, notes, etc.) to the Work returned—either electronically or in hard copy—to the Linguistic Services Directorate, or to any source texts, previously translated texts, reference documentation, USB key, etc., however supplied to the Offeror by the IRB.

All Work must be delivered without any hand-written corrections or track changes and must respect the format, pagination, layout and specific characteristics, including software used, of the source text so that the Translation Coordinator can use the Work as is. All comments should be submitted in a separate file sent with the Work.

A9 Inspection and Acceptance of the Work

The Offeror will be provided with a period of familiarization – the first ten (10) requests in each stream of the Standing Offer – in order to gain institutional knowledge about the IRB. During the familiarization period, the Project Authority will provide feedback to the Offeror to help the Offeror to become familiar with the IRB's Linguistic Services Directorate's linguistic preferences and acquire the institutional knowledge about the IRB required to perform the Work. Work completed by the Offeror during this period will not be subject to the application of the liquidated damages provision of the Standing Offer.

The Project Authority is responsible for the assessment of the quality of the Work against the standards set out in A7 and A8 of the Statement of Work, using the Standard Feedback/Evaluation Emails form indicated in Annex D. The Offeror takes into account any feedback received.

A9.1 Any Work performed by the Offeror under a Call-up issued under the Standing Offer will be deemed unsatisfactory and refused by the Project Authority in the following situations:

- (a) The Work contains errors that exceed the error levels set out in the Statement of Work;
- (b) In the case of non-urgent Work, the Work was delivered more than three (3) hours after the email request delivery time and date;
- (c) In the case of urgent Work, the Work was delivered at any time after the email request delivery time and date.

A9.2 Any Work deemed unsatisfactory and refused may, at the discretion of the Project Authority, be returned to the Offeror once for correction or replacement, as the case may be, if the following conditions are met:

- (a) The Work has been delivered by the Offeror within the delivery time and date specified in the email request;
- (b) The Work was delivered at a time and date allowing sufficient time for the Project Authority to perform the inspection of the Work within the email request delivery time and date;
- (c) After the inspection of the Work has been completed, there is sufficient time left for the Offeror to correct/replace and deliver the Work within the email request delivery time and date.

A9.3 Notwithstanding 9.2, corrected/replaced Work will remain deemed unsatisfactory and refused for the purpose of the application of the termination provision set out in 9.4.

A9.4 The Standing Offer Authority may, at its sole discretion, terminate the Standing Offer should the Offeror deliver Work deemed unsatisfactory and refused by the Project Authority three (3) times during the Standing Offer period. The termination will take effect immediately following the determination by the Project Authority that unsatisfactory Work has been delivered by the Offeror for the third time, and the Project Authority will inform the Offeror in writing of the Standing Offer's termination. If the Work deemed unsatisfactory and refused by the Project Authority three (3) times during the Standing Offer period was submitted under a single stream, the IRB may cease to provide Work to the Offeror under that stream but continue to provide Work to the Offeror under any other stream included in the Standing Offer.

A10 Constraints

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A10.1 Training

No paid training will be provided by the IRB to the Offeror or to the persons performing Work on its behalf. The Offeror will be directed by the Project Authority or its delegated authority and will be required to work in consultation with other IRB staff members and possibly other Offerors.

A10.2 Courier Fees

All costs associated with courier fees incurred by the Offeror and its resources in performance of the Work are the sole responsibility of the Offeror and will not be reimbursed by the Crown. This is at the Offeror's own expenses and the IRB will not provide any reimbursement.

A10.2 Language of Work

The Offeror can use either of Canada's official languages when communicating with the Project Authority.

ANNEX B

BASIS OF PAYMENT

B.1 In consideration of Work satisfactorily performed in accordance with the Standing Offer, and in accordance with an individual Call-up and email request, the Offeror will be paid in accordance with the following basis of payment. All deliverables at F.O.B. Destination, and Canadian Customs Duty included.

B.2 ALL-INCLUSIVE RATES

The Offeror's all-inclusive rates per word shall include all expenses associated with the provision of the services required under this Standing Offer. No other fees, costs or amounts will be paid.

TRAVEL AND LIVING EXPENSES

The Crown will not accept any travel and living expenses incurred by any contractor to satisfy the terms of any resulting contract.

OFFERORS MUST ENTER THEIR PRICES ON THE MS EXCEL SPREADSHEET PUBLISHED ON THE GOVERNMENT ELECTRONIC TENDERING SERVICE (<https://buyandsell.gc.ca/procurement-data/tenders>) AND RETURN IT ON SUITABLE ELECTRONIC MEDIA ALONG WITH A PRINT OUT OF THE COMPLETED ANNEX B BASIS OF PAYMENT WITH THEIR OFFER.

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

B.3 OFFEROR ALL-INCLUSIVE SERVICE RATES FOR TRANSLATION

For timely delivered and accepted Work:

Initial Period (From date of issuance to one [1] year from date of issuance)

	Service	Type	Rate per Word
Stream A	Administrative Translation	English to French	\$
	Urgent Administrative Translation	English to French	\$
Stream B	Legal Translation	English to French	\$
	Urgent Legal Translation	English to French	\$
Stream C	Administrative Translation	French to English	\$
	Urgent Administrative Translation	French to English	\$
Stream D	Legal Translation	French to English	\$
	Urgent Legal Translation	French to English	\$

Optional Period 1 (One [1] additional year)

	Service	Type	Rate per Word
Stream A	Administrative Translation	English to French	\$
	Urgent Administrative Translation	English to French	\$
Stream B	Legal Translation	English to French	\$

	Urgent Legal Translation	English to French	\$
Stream C	Administrative Translation	French to English	\$
	Urgent Administrative Translation	French to English	\$
Stream D	Legal Translation	French to English	\$
	Urgent Legal Translation	French to English	\$

Optional Period 2 (One [1] additional year)

	Service	Type	Rate per Word
Stream A	Administrative Translation	English to French	\$
	Urgent Administrative Translation	English to French	\$
Stream B	Legal Translation	English to French	\$
	Urgent Legal Translation	English to French	\$
Stream C	Administrative Translation	French to English	\$
	Urgent Administrative Translation	French to English	\$
Stream D	Legal Translation	French to English	\$
	Urgent Legal Translation	French to English	\$

Optional Period 3 (One [1] additional year)

	Service	Type	Rate per Word
Stream A	Administrative Translation	English to French	\$
	Urgent Administrative Translation	English to French	\$
Stream B	Legal Translation	English to French	\$
	Urgent Legal Translation	English to French	\$
Stream C	Administrative Translation	French to English	\$
	Urgent Administrative Translation	French to English	\$
Stream D	Legal Translation	French to English	\$
	Urgent Legal Translation	French to English	\$

Optional Period 4 (One [1] additional year)

	Service	Type	Rate per Word
Stream A	Administrative Translation	English to French	\$
	Urgent Administrative Translation	English to French	\$

Stream B	Legal Translation	English to French	\$
	Urgent Legal Translation	English to French	\$
Stream C	Administrative Translation	French to English	\$
	Urgent Administrative Translation	French to English	\$
Stream D	Legal Translation	French to English	\$
	Urgent Legal Translation	French to English	\$

Late Delivery of Work

The rates proposed by the Offeror for non-urgent work that is delivered later than the time specified in the work request will be subject to an adjustment based on the lateness of the work as follows:

Delay in delivery	Adjustment to Offeror's Rate
None (on time)	100%
Up to one (1) hour late	95%
From more than one (1) hour late to two (2) hours late	93%
From more than two (2) hours late to three (3) hours late	90%

The Identified User will confirm in writing with the Contractor when such an adjustment must be made. The adjustment will apply to the entirety of the emailed work request for which the work is delivered late. Work delivered more than three (3) hours late will not be accepted and will instead be subject to section 6.8 Liquidated Damages below.

This rate adjustment provision does not apply to urgent translations, which are automatically refused if not delivered within the email request delivery time and date.

Translation Errors

Should the Work specified in the email request be delivered in an unsatisfactory manner as outlined in Section A7 – Quality Control of Annex A, Statement of Work, the following adjustment to the Offeror's proposed rates will apply:

Administrative translations (streams A and C)

Errors per 2,000 words	Adjustment to Offeror's Rate
Two (2) major errors and/or more than fifteen (15), and up to twenty (20), minor errors	95% and the work will be deemed unsatisfactory
Three (3) or more major errors and/or more than twenty (20) minor errors	90% and the work will be deemed unsatisfactory

Legal translations (streams B and D)

Errors per 5,000 words	Adjustment to Offeror's Rate
Two (2) major errors and/or more than twenty-five (25), and up to thirty (30), minor errors	95% and the work will be deemed unsatisfactory
Three (3) or more major errors and/or more than thirty (30) minor errors	90% and the work will be deemed unsatisfactory

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The Identified User will confirm in writing with the Contractor when such an adjustment must be made. The adjustment will apply to the entirety of the emailed work request for which the work is delivered late. Any work delivered more than three (3) hours late will be refused and subject to section 6.8 Liquidated damages.

This rate adjustment is cumulative with any adjustment effected for late delivery of the work as specified in the email request.

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ANNEX C to PART 3 OF THE REQUEST FOR STANDING OFFERS
ELECTRONIC PAYMENT INSTRUMENTS

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

() Direct Deposit (Domestic and International)

ANNEX D

STANDARD FEEDBACK/EVALUATION EMAILS

(This template may be updated during Standing Offer period)

1. **Satisfactory translation**
 - a) **Excellent translation**
 - b) **Satisfactory translation**

2. Unsatisfactory translation

1. SATISFACTORY TRANSLATION

a) **Excellent translation**

Hello. The translation you delivered to us is excellent. It respects, among other things, the meaning and the style of the source text, spelling and grammar rules, and IRB terminology. Thank you for your co-operation.

b) **Satisfactory translation**

Hello. The translation you delivered to us is satisfactory. The number of errors noted in the text is within the acceptable number of errors set out in the agreement. Some of the errors we found are as follows:

- [Specify the errors and the corrections made, and indicate the source whenever possible]
- ... claim for asylum ... (translation provided)
... claim for refugee protection ... (correct translation)
(Source: Guidelines for translating reasons for decision)
- ... participated on a committee meeting ... (translation provided)
... participated in a committee meeting ... (correct translation)
(Source: *BBJ Dictionary of English Word Combinations*)

Please take note of these errors to ensure that they will not be repeated. Thank you for your co-operation.

2. UNSATISFACTORY TRANSLATION

Hello. The translation you delivered to us does not meet the quality standards of the IRB's Linguistic Services Directorate. The number of minor and/or major errors noted in the text is greater than the acceptable number of errors set out in the agreement. As a result, the text has been rated unsatisfactory.

RATING SCALE – SUPPLIERS (TRANSLATION)

UNSATISFACTORY TRANSLATION	
Two major errors per 2,000 words (administrative translations)	
Two major errors per 5,000 words (legal translations)	
More than three minor errors per 400 words	

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<p>(administrative translations)</p> <p>More than two minor errors per 400 words (legal translations)</p>	
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ANNEX E

FINANCIAL EVALUATION EXAMPLE

Initial Period (From Date Of Issuance Of The Standing Offer to one year from Issuance)						
	Service	Type	Rate/Word	Weight %	Weighted Cost/Word	Weighted cost/word per stream
Stream A	Administrative Translation	English to French	\$ 0.25	90%	\$ 0.230	\$0.255
	Urgent Administrative Translation	English to French	\$ 0.30	10%	\$ 0.025	
Stream B	Legal Translation	English to French	\$ 0.30	90%	\$ 0.270	\$0.310
	Urgent Legal Translation	English to French	\$ 0.40	10%	\$ 0.040	
Stream C	Administrative Translation	French to English	\$ 0.25	90%	\$ 0.225	\$0.255
	Urgent Administrative Translation	French to English	\$ 0.30	10%	\$ 0.030	
Stream D	Legal Translation	French to English	\$ 0.30	90%	\$ 0.270	\$0.370
	Urgent Legal Translation	French to English	\$ 0.40	10%	\$ 0.040	

Option Period 1						
	Service	Type	Rate/Word	Weight %	Weighted Cost/Word	Weighted cost/word per stream
Stream A	Administrative Translation	English to French	\$ 0.26	90%	\$ 0.234	\$0.270
	Urgent Administrative Translation	English to French	\$ 0.36	10%	\$ 0.036	
Stream B	Legal Translation	English to French	\$ 0.26	90%	\$ 0.234	\$0.275
	Urgent Legal Translation	English to French	\$ 0.41	10%	\$ 0.041	
Stream C	Administrative Translation	French to English	\$ 0.21	90%	\$ 0.189	\$0.225
	Urgent Administrative Translation	French to English	\$ 0.36	10%	\$ 0.036	
Stream D	Legal Translation	French to English	\$ 0.26	90%	\$ 0.234	\$0.275
	Urgent Legal Translation	French to English	\$ 0.41	10%	\$ 0.041	

Option Period 2						
	Service	Type	Rate/Word	Weight %	Weighted Cost/Word	Weighted cost/word per stream
Stream A	Administrative Translation	English to French	\$ 0.27	90%	\$ 0.243	\$0.280
	Urgent Administrative Translation	English to French	\$ 0.37	10%	\$ 0.037	
Stream B	Legal Translation	English to French	\$ 0.27	90%	\$ 0.243	\$0.285
	Urgent Legal Translation	English to French	\$ 0.42	10%	\$ 0.042	
Stream C	Administrative Translation	French to English	\$ 0.27	90%	\$ 0.243	\$0.280
	Urgent Administrative Translation	French to English	\$ 0.37	10%	\$ 0.037	
Stream D	Legal Translation	French to English	\$ 0.27	90%	\$ 0.243	\$0.285
	Urgent Legal Translation	French to English	\$ 0.42	10%	\$ 0.042	

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Total (Initial Contract Period, Option Period 1, Option Period 2, Option 3, Option 4)						
	Service	Type	Rate/Word	Weight %	Average Weighted Cost/Word	Total weighted cost/word per stream
Stream A	Administrative Translation	English to French	\$ 0.28	90%	\$ 0.252	\$0.288
	Urgent Administrative Translation	English to French	\$ 0.36	10%	\$ 0.036	
Stream B	Legal Translation	English to French	\$ 0.28	90%	\$ 0.252	\$0.293
	Urgent Legal Translation	English to French	\$ 0.41	10%	\$ 0.041	
Stream C	Administrative Translation	French to English	\$ 0.28	90%	\$ 0.252	\$0.288
	Urgent Administrative Translation	French to English	\$ 0.36	10%	\$ 0.036	
Stream D	Legal Translation	French to English	\$ 0.28	90%	\$ 0.252	\$0.293
	Urgent Legal Translation	French to English	\$ 0.41	10%	\$ 0.041	

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ANNEX F

STANDING OFFER REPORTING REQUIREMENTS

Quarterly reports must contain the following information:

- i. the standing offer/supply arrangement number;
- ii. the supplier name;
- iii. the reporting period;
- iv. the call-up/contract number for each call-up/contract, including amendments;
- v. the date of the call-up/contract;
- vi. the call-up/contract period;
- vii. the line items acquired/services provided;
- viii. the value of the call-up/contract, Goods or Services Tax/Harmonized Sales Tax included, as applicable.