



**REQUEST FOR STANDING OFFER  
DEMANDE D'OFFRE À COMMANDE**

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À :**

**Bids must be submitted by email and must be submitted ONLY to the following email address:**

**Les soumissions doivent être présentées par courriel et UNIQUEMENT à l'adresse suivante :**

[soumission.bid@aadnc-aandc.gc.ca](mailto:soumission.bid@aadnc-aandc.gc.ca)

**REQUEST FOR STANDING OFFERS  
DEMANDE D'OFFRES À COMMANDES**

**Proposal to DIAND:**

We hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux MAINC:**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, représentée par le Ministre des Affaires indiennes et du Nord, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Title - Titre <b>Translation/Jurilinguist Services</b>	
Solicitation Number - Numéro de l'invitation <b>1000184378</b>	
Date (YYYYMMDD) - Date (AAAAMMJJ) <b>2017-09-12</b>	
Solicitation Closes - L'invitation prend fin At - À <b>14:00</b>	Time Zone - Fuseau horaire  <b>Eastern Daylight Time (EDT)</b>
On (YYYYMMDD) - Le (AAAAMMJJ) <b>2017-09-28</b>	
Standing Offer Authority - L'autorité d'offre à commande Name - Nom <b>Wendy Webber</b>	
Telephone Number - Numéro de téléphone <b>819-934-6287</b>	
Facsimile Number - Numéro de télécopieur <b>819-953-7721</b>	
Email Address - Courriel <b>wendy.webber@aadnc-aandc.gc.ca</b>	
Destination(s) of Services - Destination(s) des services <b>Vancouver, British Columbia</b>	
Security - Sécurité <b>THIS REQUEST INCLUDES SECURITY PROVISIONS</b>	
Instructions: <b>See Herein - Voir aux présentes</b>	
Delivery Required - Livraison exigée : <b>See Herein - Voir aux présentes</b>	
Person Authorized to sign on behalf of Vendor/Firm Personne autorisée à signer au nom du fournisseur/de l'entrepreneur Name - Raison sociale	
Title - Titre	

<b>Vendor/Firm - Fournisseur de l'entrepreneur</b> Name - Nom
Address - Adresse
Telephone Number - Numéro de téléphone
GST/HST Number - Numéro de la TPS/TVH
QST Number - Numéro de la TVQ



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**TITLE: TRANSLATION and JURILINGUIST SERVICES**

This bid solicitation cancels and supersedes previous bid solicitation number 1000184378 dated July 6, 2017 with a closing date of August 4, 2017.

**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, Security Requirements Check List, Greening Government Operations, Translation of Text (The Supreme Court of British Columbia Vancouver Registry Number S081949), Quality Standards and Resource Certification.

**1.2 Summary**

Indigenous and Northern Affairs Canada, Treaty and Aboriginal Government (TAG) requires high quality specialized Jurilinguist and Translation services, English to French and French to English in a treaty and Canadian legal context.

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

"The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, 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 resulting standing offers. ”

### 1.3 Security Requirement

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the 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 must 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 as determined by Canada.

### 1.5 Office of the Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise concerns regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. Additional information on the services of the OPO is available at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

### 1.6 Greening Government Operations

In April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Department of Indian Affairs and Northern Development (DIAND) procurements will be including more demanding environmental criteria to encourage product/service suppliers to improve their operations to reduce their negative impact on the environment.

### 1.7 Electronic Payment

Method of invoice payment by the Department of Indian Affairs and Northern Development is by direct deposit to the Bidders/Offerors' financial institution of choice.

If not registered for direct deposit payments, by entering into this procurement process, the Bidder/Offeror agrees to provide the information required to establish direct deposit by registering with the Department of Indian Affairs and Northern Development Electronic Payment Request form (<http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435>) at contract award, and submit the form to the address provided.

### 1.8 Key Terms (Removed)

## PART 2 - OFFEROR INSTRUCTIONS

### 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 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO with the following adaptations:

a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);

b) "General Information", is amended as follows:

Delete: "One method of supply used by Public Works and Government Services Canada (PWGSC) to satisfy the requirements of departments and agencies is to arrange with suppliers to submit a standing offer to provide goods, services or both during a specified period. Specific departments and agencies are then authorized by PWGSC to make call-ups against the standing offer detailing the exact quantities of goods or level of services they wish to order at a particular time, during the effective period of the standing offer in accordance with the predetermined conditions.

The process normally starts with a Request for Standing Offers (RFSO) that suppliers may obtain through the Government Electronic Tendering Service (GETS). A RFSO is an invitation to suppliers to provide PWGSC with a standing offer. The quantity of goods, level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to procure or contract for any goods, services or both. A standing offer is not a contract. The issuance by PWGSC of a Standing Offer and Call-up Authority to successful suppliers and to departments and agencies authorized to make call-ups does not constitute an agreement by Canada to order any or all of the goods, services or both offered. Departments and agencies may make one or several call-ups against a standing offer."

Insert: "One method of supply used by DIAND is to arrange with suppliers to submit a standing offer to provide goods and services or both during a specified period. Sections within DIAND can then make call-ups against the standing offer detailing the exact quantities of goods or level of services they wish to order at a particular time, during the effective period of the standing offer in accordance with the predetermined conditions.

The process normally starts with a Request for Standing Offers (RFSO) that suppliers may obtain through the Government Electronic Tendering Service (GETS). A RFSO is an invitation to suppliers to provide DIAND with a standing offer. The quantity of goods, level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. A RFSO does not commit DIAND to authorize the utilization of a standing offer or to procure or contract for any goods, services or both. A standing offer is not a contract. The issuance by DIAND of a Standing Offer and Call-up Authority to successful suppliers and to sections within the department to make call-ups does not constitute an

agreement by Canada to order any or all of the goods, services or both offered. DIAND may make one or several call-ups against a standing offer."

c) "Section 03 is amended as follows:

Delete: "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16"

d) Section 05, Subsection 2 is amended as follows and renumbered accordingly:

Delete: d. "send its offer only to PWGSC Bid Receiving Unit specified on page 1 of the RFSO or to the address specified in the RFSO. The facsimile number and related instructions for offers transmitted by facsimile are provided in section 08";

Insert: d. send its offer only to the Bid Receiving Address specified on page 1 of the RFSO;

Delete: e. "ensure that the Offeror's name, return address, RFSO number, and RFSO closing date and time are clearly visible on the envelope or the parcel(s) containing the offer"

e) Section 05, Subsection 4 is amended as follows:

Delete: 60 days

Insert: 180 days

f) Section 08 is amended as follows:

Delete: Subsections 1 - 3

Insert: Due to the nature of the RFSO, offers transmitted by facsimile to DIAND will not be accepted.

g) Section 12, Subsection 1 is amended as follows and renumbered accordingly:

Delete:

a. the Offeror is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to submit an offer for the requirement;

b. an employee, or subcontractor included as part of the offer, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to submit an offer on the requirement, or the portion of the requirement the employee or subcontractor is to perform;

h) Section 17 is amended as follows:, Subsection 1 c) is revised as follows:

Delete.

1. "A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit an offer together on a requirement. Offerors who submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:



- a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
  3. The offer and any resulting standing offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer."

Insert:

1. "A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit an offer together on a requirement. Offerors who submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:
    - a. the name of each member of the joint venture;
    - b. the Procurement Business Number of each member of the joint venture;
    - c. the name of the representative of the joint venture who will be named as the Lead Member in any resulting contract, i.e. the member chosen by the other members to act on their behalf, if applicable;
    - d. the name of the joint venture, if applicable.
  2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
  3. The offer and any resulting standing offer must be signed by all the members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer."
- i) Section 20 is amended as follows:
- Delete: Subsection 2.

**2.1.1 SACC Manual Clauses (removed)**

CIDM#10045962

## 2.2 Submission of Offers

- 2.2.1 Offers (and any amendments thereto) must be submitted only by Email to the Department of Indian Affairs and Northern Development (DIAND) Bid Receiving Address by the date and time indicated on page 1 of the RFSO document. DIAND will not assume responsibility for offers (and any amendments thereto) directed to any other locations. Offers submitted by any other means will not be accepted.
- 2.2.2 Offers (and any amendments thereto) received after the RFSO closing date and time will **not** be accepted.
- 2.2.3 The total size of the Email, including all attachments, must not exceed 15 megabytes (MB). It is each Offerors responsibility to ensure that the total size of the Email does not exceed this limit.

It is important to note that Email systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of Emails. It is solely the Offerors responsibility to ensure that the Standing Offer Authority receives an offer on time, in the mailbox that has been identified for offer receipt purposes. Date stamps for this form of transmission are not acceptable.

### 2.2.4 Email Submissions

In the Email containing their offer, Offerors must clearly identify the RFSO number in the Subject Line and must clearly identify the following in the body of the Email:

- Contracting Authority: Wendy Webber
- Closing Date:
- Offeror's Name and Address
- "Offer Documents Attached"

## 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  
CIDM#10045962

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.

#### 2.4 Enquiries - Request for Standing Offers

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

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

#### 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 as separate attachments to their Email as follows:

Attachment I: Technical Offer in PDF format

Attachment II: Financial Offer in PDF format

Attachment III: Certifications in PDF format

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

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

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

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

##### **3.1.1 Payment by Credit Card (Removed)**

##### **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.

#### **Section IV: Additional Information Required With Offer**

##### **3.1.3 Offeror's Proposed Site(s) or Premises Requiring Safeguarding Measures**

**3.1.3.1** As indicated in Part 6 under Security Requirements, the Offeror must provide the full address of the Offeror's and proposed individual site 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

**3.1.3.2** 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.

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

**4.1 Evaluation Procedures**

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

**4.1.1. Technical Evaluation**

**4.1.1.1 Mandatory Technical Criteria**

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 Requirements	Met	Not met	Page #	Details
<p><b>M1 – Bidder Experience</b></p> <p>The Bidder must demonstrate that it has a minimum of five (5) years of experience providing translation/ jurilinguist services, calculated at the closing date of the Request for Standing Offers (RFSO).</p>				
<p><b>M2 Degree, Diplomas of the proposed resource</b></p> <p>The Bidder must propose (1) one resource that meets all of the mandatory requirements.</p> <p>For the proposed translation/ jurilinguist resource a resume must be provided and it must demonstrate that the individual has graduated from a recognized Canadian university in Common Law or Civil Law and also have obtained a Translation degree. An attestation of the official certificate (s) or university degree (s), or copies of the final transcripts, the date of completion and the name of the University/College from which the degree (s) was/were awarded, must be provided. Failure to provide the required content will result in the proposal being deemed non-compliant.</p>				
<p><b>M3 Bidder Experience in specialized terminology pertaining to land claims agreements and self-government agreements.</b></p> <p>The Bidder must demonstrate that it has experience in specialized terminology pertaining to land claims agreements and</p>				

<p>self-government agreements and demonstrate it has at least five (5) years of experience in translating complex legal documents, for example, contract, legislation, by-laws pertaining to land claims agreements and self-government agreements.</p> <p>To demonstrate this experience, the Bidder must provide, in its proposal, two (2) examples of texts in legal specialized terminology, of at least 2,000 words each and translated (translation is from English to French or French to English in a treaty and Canadian legal context), completed within the past five (5) years, calculated at the closing date of the RFSO.</p>				
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#### 4.1.1.2 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 in each of the point rated criteria will be declared non-responsive. Each point rated technical criterion should be addressed separately.

<b>RATED REQUIREMENTS</b>			
<b>R1 Bidder Project Experience (64 points)</b>			
The two (2) text examples submitted in accordance with Mandatory Requirement M3 will be evaluated based on the following criteria:			
	Example of Text 1	Example of Text 2	Page #/ Comments
• Fluidity of the translation (max: 8 points)			
• Appropriate vocabulary (i.e. quality of proposed equivalents) (max: 8 points)			
• Respect of editorial, orthographic, grammatical and typographical and language standards in the target language (English or French) (max: 8 points)			
• Cultural adjustment to target language (English or French) (max: 8 points)			
Total points for each example of text	/ 32 points	/ 32 points	
A maximum of 32 points will be awarded for each of the texts submitted. Total maximum of 64 points. Minimum of 24 points required for each example.			

Points will be awarded for R1 and R2, subjectively based on the following scale.

\*Errors/Deficiencies/Mistakes are defined below the scale.

Excellent No deficiency/error/mistake (minor or major) as defined below	8 points
Very good Some, one (1) to six (6) minor deficiencies/errors/mistakes, no major deficiency, as defined below	6 points
Good Many, seven (7) to twelve (12) minor deficiencies/errors/mistake or at least one major deficiency as defined below	4 points
Fair Numerous, thirteen (13) or more minor deficiencies/errors/mistakes, or at least one major deficiency as defined below	2 points
No relevance Information missing	0 point

**\*Errors/Deficiencies/Mistakes (applies to R1 and R2) are considered to fall into two main categories:**

**Translation (Comprehension)**

Failure to render the meaning of the original text and Language expression, violation of grammatical and other rules of usage in the target language.

Major mistakes - serious misinterpretation denoting a definite lack of comprehension of the source language, nonsense, omission of a phrase or more

Minor mistakes - mistranslation of a single word, omission/addition affecting meaning, lack of precision, wrong shade of meaning.

**Language (Expression)**

Major mistakes - gibberish, unacceptable structure

Minor mistakes - syntax, grammar, ambiguity, unnecessary repetition, convoluted structure, non-idiomatic structure, unacceptable loan translation

Minor mistakes - breach of spelling, punctuation



**4.1.1.3 Point Rated Technical Criteria**

<b>RATED REQUIREMENTS</b>		
<b>R2 - Translation of text (Annex E ) (32 points)</b>		
<p>The bidder should submit the translation of the word text found in Annex E. The translation is required to be formatted in the same manner as it is provided in the annex.</p> <p>The translation will be evaluated based on the following, in conjunction with the rating scale above:</p> <p>Maximum total points = 32 per submitted translation (minimum 24 points)</p> <p>*Errors/Deficiencies/Mistakes are defined above (under R1)</p>		
Points will be awarded subjectively based on the following criteria	Score	Page # Comment
<ul style="list-style-type: none"> <li>Appropriate vocabulary (i.e. quality of proposed equivalents) (max: 8 points)</li> </ul>		
<ul style="list-style-type: none"> <li>Fluidity of the translation (max: 8 points)</li> </ul>		
<ul style="list-style-type: none"> <li>Respect of editorial, orthographic, grammatical and typographical and language standards in the target language (English or French) (max: 8 points)</li> </ul>		
<ul style="list-style-type: none"> <li>Cultural adjustment to target language (English or French) (max: 8 points)</li> </ul>		
Total points for the Translation	/ 32 points	
<b>Minimum of 24 points required.</b>		
<b>Maximum total points = /32</b>		

Maximum Technical Points = 96

Total Bidder Technical Score R1 + R2 = \_\_\_\_\_

**4.1.2 Financial Evaluation**

**4.1.2.1 SACC Manual Clause M0220T (2016-01-28), Evaluation of Price**

**4.1.2.2** The Financial Evaluation will be carried out by the Contracting Authority independent of the DIAND Evaluation Committee responsible for rating the Technical Offer. Financial Offers will be evaluated based on the methodology detailed below.

**4.1.2.3** All of the information required in this section **MUST** appear in the Offeror's Financial Offer ONLY.

**4.1.2.4** Failure on the part of the Offeror to provide the information required within the Financial Offer Table will result in DIAND deeming the Offeror's Offer to be non-compliant, with the Offer being given no further consideration by DIAND.

**4.1.2.5** Within the Financial Proposal, using the table below, Bidders **MUST** indicate the fixed per word rates and fixed per hourly rates (\$CAD), for the initial contract period and for the option year periods of the Standing Offer Agreement (SOA). The applicable rate category (regular per-word or urgent/rush per-word or regular hourly or urgent/rush hourly) will be identified in the resulting call up document.

**4.1.2.6** The fixed all-inclusive per word rates and the fixed per hourly rates **MUST** be inclusive of all payroll, overhead costs and profits required for the proposed individual to complete the work. **Note:** Fixed per word rates and fixed per hourly rates are not to be quoted as ranges.

**4.1.2.7** The fixed all-inclusive per word rates and the fixed per hourly rates **MUST** exclude all applicable taxes, that is, the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST), any amounts for travel, living expenses, miscellaneous or other expenses. Any amounts for taxes, travel, living expenses, miscellaneous or other expenses will be added by DIAND at time of Call-up; and

**4.1.2.8** For financial evaluation purposes, the average of the fixed per word rates and the fixed per hourly rates quoted will be used.

**Regular Translation** - "A translation with a delivery period in excess of one day, allowing completion of the work during normal business hours, based on a production rate of 1,500 words translated per day."

**Urgent/Rush 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 purposes of this Standing Offer, normal working hours are defined as Monday to Friday, 8:00 a.m. to 5:00 pm., with the exception of statutory holidays.

**Statutory Holiday:** For the purposes of this Standing Offer, a statutory holiday means New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.

**Averaged Fixed Per Word Rates for the Initial Two (2) Year Standing Offer Period plus Three (3) One Year Option Periods**

TRANSLATION/REVISION OF DOCUMENTS	Table "A" REGULAR PER WORD RATES	Table "B" URGENT/RUSH PER WORD RATES	TOTAL AVERAGE {A+B/2}
Initial 24 month Standing Offer period, SOA Award to October 31, 2019.			
Option Period One (1), November 1, 2019 to October 31, 2020			

Option	Period Two (2), November 1, 2020 to October 31, 2021			
Option	Period Three (3), November 1, 2021 to October 31, 2022			
<b>TOTAL AVERAGE /4</b>				

**\*DIAND will calculate the Bidder's average fixed per word rates.**

**Averaged for Fixed Per Hourly Rates for the Initial Two (2) Year Standing Offer Period plus Three (3) One Year Option Periods**

TRANSLATION/REVISION OF DOCUMENTS	Table "C"		Table "D"		TOTAL AVERAGE {C+D/2}
	REGULAR	HOURLY RATES	URGENT	HOURLY RATES	
Initial 24 month Standing Offer period, SOA Award to October 31, 2019.					
Option Period One (1), November 1, 2019 to October 31, 2020.					
Option Period Two (2), November 1, 2020 to October 31, 2021					
Option Period Three (3), November 1, 2021 to October 31, 2022					
<b>TOTAL AVERAGE /4</b>					

**\*DIAND will calculate the Bidder's average for fixed per hourly rates.**

<b>THE TOTAL AVERAGES OF THE TABLES ABOVE WILL BE SUMMED TO OBTAIN THE TOTAL PRICE FOR EVALUATION PURPOSES</b>	
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**Averaged rates for the Translation/Revision of Documents fixed per word rates and for the Translation/Revision of Documents per hourly rates for the initial two (2) year Standing Offer and three (3) one year option periods will be used.**

**4.2 Basis of Selection****4.2.1 Highest Combined Rating of Technical Merit 75% and Price 25%**

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum points specified for each criterion.
2. Bids not meeting (choose "(a) or (b) or (c) 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 75 % for the technical merit and 25 % for the price.
  4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 75 %.
  5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25 %.
  6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
  7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 75/25 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (75%) and Price (25%)**

	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	115/135	89/135	92/135
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>			
<b>Technical Merit Score</b>	115/135 x 75 = 63.75	89/135 x 75 = 49.50	92/135 x 75 = 51.00
<b>Pricing Score</b>	45/55 x 25 = 20.50	45/50 x 25 = 22.50	45/45 x 25 = 25.00
<b>Combined Rating</b>	84.25	72.00	76.00
<b>Overall Rating</b>	1st	3rd	2nd

8. In the event that more than one (1) offeror has the same total score, the offeror with the Highest Technical Score will be ranked higher.
9. A maximum of two (2) Standing Offers will be issued.
10. In a companion Request for Standing Offers (RFSO) 1000190326 DIAND is seeking to establish one (1) Standing Offers (SOA). In the event that no Standing Offer is awarded under either solicitation, DIAND may increase the number of competitively awarded Standing Offers (SOA's) under the other solicitation up to a total of three (3) SOA's overall.

## **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>), the Offeror must provide with its offer the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.1.2 Additional Certifications Required with the Offer**

##### **5.1.2.1 Set-aside for Aboriginal Business (Removed)**

### **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>), 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 website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&ga=1.229006812.1158694905.1413548969](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 Status and Availability of Resources**

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

**5.2.3.2 Education and Experience**

SACC Manual Clause A3021T (2012-07-16) Education and Experience

**5.2.3.3 Rate or Price Certification (Removed)**

**PART 6 - SECURITY AND INSURANCE REQUIREMENTS**

**6.1 Security Requirements**

1. Pursuant to the Policy Government Security, the nature of the services to be provided under this Supply Arrangement requires a Government of Canada (GoC) Security Screening action to be completed for the Contractor, their employees and sub-contractors to be assigned to conduct project work.
2. Prior to the commencement of the contract, the Contractor and each of its personnel involved in the performance of the contract must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.
3. The Contractor and their personnel requiring access to **PROTECTED B** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor **MUST NOT** possess or safeguard **PROTECTED** information/assets at their organization's premises until appropriate document safeguarding capability is granted by the Canadian Industrial Security Directorate of Public Works and Government Services Canada.
5. The Contractor must comply with the provisions of the:
  - a. Security Requirements Check List (attached hereto as Annex C); and
  - b. Policy Government Security (Latest Edition)
6. **For Contractors and Proposed Resources That Are Currently in Possession of a Valid Government of Canada (GoC) Security Screening at the Level of Reliability:**

In order to demonstrate compliance with this requirement, and , for the Department to verify their security screening status, as evidence of compliance with this requirement, at the time of proposal submission, the Bidder is required to provide the following information within the Bidder=s proposal, for the Contractor/Firm and all Contractor resources to be deployed in the fulfilment of the contract who are currently in possession of the required security screening:

- a. Name of Company, Address and Phone Number;
- b. Company Security Officer Name and Telephone Number;
- c. Security Screening or Clearance Certificate Number;
- d. Level of GoC Security Screening or Clearance;
- e. Origin of Security Screening or Clearance (Sponsoring Department/Agency); and
- f. Effective Date of Screening or Clearance.

**For Contractors and Proposed Resources Not Currently In Possession of a Valid Government of Canada Security Screening, at a Minimum Level of Reliability:** At the time of proposal submission, Bidders **MUST** complete and submit the following certification:

<b>CERTIFICATION</b>	
<p>If successful, as a duly authorized representative of (Enter Firm/Contractor Name) I do hereby certify that (Enter Firm/Contractor Name) and all proposed resources that are currently not in possession of a valid Government of Canada Security Screening at the minimum level of <b>Reliability Status</b> agree to be sponsored by the Department to obtain the required Security Screening prior to providing services under any resulting contract.</p>	
<p>_____</p> <p>Name of Duly Authorized Representative</p>	<p>_____</p> <p>Signature of Duly Authorized Representative</p>



(Print)	
_____	_____
Title	Date

Prior to commencing work under the contract, for those Contractor resources **not** currently in possession of a valid Government of Canada Security Screening, the Department will require said company/resources to undergo the security screening process for the purposes of obtaining a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status** through the Canadian Industrial Security Directorate of Public Works and Government Services Canada.

This procedure is in accordance with the Departmental and *Policy on Government Security* (TBS July 1, 2009), regarding the protection of Government information in contracting. The required form requests the minimum information required to obtain a Government of Canada **Reliability Status** security screening. The Bidder is **not** required to submit any personnel information and/or Personnel Screening Consent and Authorization Forms with its proposal. AANDC respects the privacy of Canadians, the information on this form is required for the purpose of providing security screening assessments. It is collected under the authority of the Policy Government Security and is protected by the provisions of the Privacy Act in institutions which are covered by the Privacy Act. Its collection is mandatory. A refusal to provide information will lead to a review of whether the person is eligible to perform the contract work that is associated with this Personnel Screening Request. Failure on the part of the Bidder's resources to comply with these requirements will result in those resources being deemed non-compliant, with no further consideration given. Non-compliant resources will be deemed ineligible to complete any work associated with this contract.

**6.2 Insurance Requirements (removed)**

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

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

#### 7.2 Security Requirement

7.2.1 The following security requirements apply and form part of the Standing Offer.

#### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE #: 1000184378**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD/PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
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
  - (b) Industrial Security Manual (Latest Edition)

#### 7.2.2 Offeror's Sites or Premises Requiring Safeguarding

7.2.2.1 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

7.2.2.2 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 with the following adaptations:

a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);

b) Section 1, is amended as follows:

Delete: "Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to authorize Identified Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Identified Users" .

Insert: "Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer.

c) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 3.

d) Section 5 is amended as follows:

Delete: "If applicable, Identified Users will use the form specified in the Standing Offer to order goods, services or both. Goods, services or both may also be ordered by other methods such as telephone, facsimile or electronic means. With the exception of call-ups paid for with a Government of Canada acquisition card (credit card), call-ups made by telephone must be confirmed in writing on the document specified in the Standing Offer.

Call-ups against the Standing Offer paid for with the Government of Canada acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up."

Insert: "Identified Users will use the call-up procedures and call-up form specified in the Standing Offer to order services".

## 7.4 Term of Standing Offer

### 7.4.1 Period of the Standing Offer

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

### 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3) one (1) year option periods, from November 1, 2019 to October 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.

**7.4.3 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.

**7.4.4 Authorities**

**7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Wendy Webber  
Title: Senior Procurement Expert  
Department of Indian Affairs and Northern Development  
Directorate: Materiel and Assets Management Directorate  
Address: Room 195, 10 Wellington Street, Gatineau, Quebec K1A 0H4

Telephone: 819 934 6287  
Facsimile: 819 953 7721  
E-mail address: Wendy.Webber@aandc-aadnc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he/she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer. The Standing Offer Authority may also authorize a representative to act on his/her behalf as Standing Offer Authority or Contracting Authority.

**7.5.2 Departmental Authority**

The Departmental Authority is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department of Indian Affairs and Northern Development  
Directorate:  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Departmental Authority is the individual responsible for requesting the establishment of the Standing Offer and for its administration. All requests to issue call-ups against the Standing Offer must be approved by the Departmental Authority.

**7.5.3 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 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.

**7.5.4 Offeror's Representative**

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

## 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 Users

The Identified Users authorized to make call-ups against the Standing Offer are employees of the Department of Indian Affairs and Northern Development Canada.

## 7.8 Number of Standing Offers

A maximum of two (2) Standing Offers will be issued. In a companion Request for Standing Offers (RFSO) 1000190326, DIAND is seeking to establish one (1) Standing Offers (SOA's). In the event that no Standing Offer is awarded under either solicitation, DIAND may increase the number of competitively awarded Standing Offers (SOA's) under the other solicitation up to a total of three (3) SOA's overall.

### 7.8.2 Call-up Allocation and Procedures

#### 7.9.1 Call-up Allocation

7.9.1.1 Call-ups against the Standing Offer will be issued by the Standing Offer Authority on a proportional basis such that the highest-ranked Offeror receives the largest predetermined portion of the work; the second highest-ranked Offeror receives the second largest predetermined portion of the work, etc. as follows:

Highest Ranked Offeror:	60%
Second Highest Ranked Offeror:	40%

If the number of compliant offers is less than indicated above, the allocation percentages will be adjusted accordingly. The Offeror who is furthest under the ideal amount of business that they should have received in relation to the other Offeror(s) will be selected for the next call-up.

7.9.1.2 The Departmental Authority will monitor call-up activities to ensure work is allocated in accordance with the predetermined work distribution.

#### 7.9.2 Call-up Procedures

7.9.2.1 Offerors will be contacted directly as described in 7.9.1.1 above.

7.9.2.2 The Standing Offer Authority or the Project Authority (as applicable) will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.

7.9.2.3 The Offeror will prepare and submit a proposal for the Work as required by the Standing Offer Authority or the Project Authority (as applicable). The proposal shall include a cost quotation established by utilizing the applicable rates as shown in the Basis of Payment, Annex "B", a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports. The proposal must be submitted to the Standing Offer Authority or the Project Authority (as applicable) within three (3) business days of receiving the request.

7.9.2.4 Failure by the Offeror to submit a proposal in accordance with the time frame specified in 7.9.2.3 above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Offer. The Offeror will then be by-passed and the Standing Offer Authority or the Project Authority (as applicable) will

send the request to the next Offeror. This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.

- 7.9.2.5** The Standing Offer Authority and the Project Authority reserve the right to request references from the available Offeror to conduct a reference check to verify the accuracy of similar work previously performed. Should the reference(s) provide negative feedback in relation to the information provided, the Standing Offer Authority or the Project Authority (as applicable) reserves the right to go to the next Offeror.
- 7.9.2.6** Upon acceptance by the Project Authority of the Offerors proposal for the services, the Offeror will be authorized by the Standing Offer Authority to proceed with the Work through the issuance of a duly completed and signed Call-up against a Standing Offer.
- 7.9.2.7** The Offeror shall not commence Work until the Call-up against a Standing Offer has been signed by the Standing Offer Authority. The Offeror acknowledges that any and all Work performed in the absence of a Call-up against a Standing Offer Agreement signed by the Standing Offer Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.

## **7.10 Call-up Instrument**

The Work will be authorized or confirmed using form 942, Call-up against a Standing Offer.

## **7.11 Limitation of Call-ups (Removed)**

## **7.12 Financial Limitation (Removed)**

## **7.13 Priority of Documents**

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

- a) the Call-up against the Standing Offer, including any Annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the General Conditions 2010B (2016-04-04) General Conditions –Professional Services (Medium Complexity)
- e) the Supplemental General Conditions 4007 (2010-08-16) Canada to Own Intellectual Property Rights in the Foreground Information
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment);
- h) Annex C, Security Requirements Check List and IT Security Safeguard Requirements;
- i) Annex D, Greening Government Operations
- j) Annex E, Translation of Text (The Supreme Court of British Columbia -Vancouver Registry Number: S081949
- k) Annex F, Quality Standards
- l) the Offeror's offer dated (to be identified at SOA award).

## **7.14 Certifications and Additional Information**

### **7.14.1 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

### **7.14.3 SACC Manual Clauses**

M3020C (2016-01-28) Status and Availability of Resources – Standing Offer

A7017C (2008-05-12) Replacement of Specific Individuals

**7.15 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.

**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**

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND); and
- b) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 2 – Standard Clauses and Conditions.
- c) Section 10, Subsection 1 is amended as follows:

Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

- d) Section 10, Subsection 2 , paragraph a. is amended as follows:

Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)".

Insert: "the contract title and number, the date, deliverable/description of the Work and financial code(s)".

- e) Insert:

**2010B 36 (2015-04-01) Indemnification**

The Contractor must indemnify and save harmless Canada from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Contractor under this Contract.

**7.2.2 4007 (2010-08-16) Canada to Own Intellectual Property Rights in the Foreground Information** apply to and form part of the contract.

**7.3. Term of Contract**

**7.3.1 Period of the Contract**

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

**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 Contractor will be paid in accordance with the Basis of Payment at Annex "B".

**7.5.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. (To be identified at SOA award). 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.

**7.5.3 Method of Payment**

The following method of payment will form part of the resulting Contract:

**7.5.3.1 Single Payment**

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

- a. an accurate and complete invoice and any other documents required by the call-up have been submitted in accordance with the invoicing instructions provided in the call-up;
- b. all such documents have been verified by Canada; and



- c. the Work delivered has been accepted by Canada.

#### 7.5.4 Electronic Payment

Method of invoice payment by the Department of Indian Affairs and Northern Development is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Department of Indian Affairs and Northern Development Electronic Payment Request form (<http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435>), and submit the form to the address provided.

#### 7.5.5 T1204 - Direct Request By Department

7.5.5.1 Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5<sup>th</sup> Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

7.5.5.2 To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

#### 7.6 Invoicing Instructions

One of the following invoicing instructions will form part of the resulting Contract:

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and under subsection 7.2.1 c) and d) of this contract. 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;

2. Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### 7.7 Insurance

SACC *Manual* clause G1005C (2016-01-28) Insurance –No Specific Requirement

#### 7.8 SACC Manual Clauses

M3020C (2016-01-28) Status and Availability of Resources –Standing Offer  
A7017C (2008-05-12) Replacement of Specific Individuals  
A9014C (2006-06-16) Specific Person (s)

#### 7.9 Official Languages

Any Contractor who carries out work on behalf of DIAND or Indian, Oil and Gas Canada (IOGC) in a location where the Department or Agency is required to provide services or communications to the public in both official languages, must also do so in both official languages. In DIAND, those locations are its regional offices located in Amherst, Quebec, the National Capital Region (NCR), Toronto, Winnipeg, Regina, Edmonton, Vancouver, Iqaluit, Yellowknife and Whitehorse and in IOGC, the Calgary regional office.

**7.10 Federal Contractors Program for Employment Equity - Default by the Contractor (Removed)**

**7.11 Joint Venture**

**7.11.1** The joint venture (the "Joint Venture") is comprised of the following members:

[List Joint Venture members]

**7.11.2** \_\_\_\_\_ has been appointed as the "Lead Member" of the Joint Venture and has full authority to act as agent for each member of the Joint Venture with respect to all matters relating to this Contract;

**7.11.3** By giving notice to the Lead Member, Canada shall be deemed to have given notice to all members of the Joint Venture;

**7.11.4** The payment of moneys under the Contract to the Lead Member will act as a release from all the members of the Joint Venture;

**7.11.5** Canada may, at its discretion, in the event of disputes among the members of the Joint Venture or changes in its composition, terminate the Contract; and

**7.11.6** All members of the Joint Venture are jointly and severally or solidarily liable for the performance of the Contract.

## ANNEX "A"

### STATEMENT OF WORK

#### Translation Jurilinguist Services

##### SW1 OBJECTIVE

The Department of Indian Affairs and Northern Development (DIAND) Treaties and Aboriginal Government (TAG), requires specialized Jurilinguist and Translation services that will produce high-quality work within the deadlines provided. Translation is from English to French and French to English in a treaty and Canadian legal context.

##### SW2 BACKGROUND

DIAND is primarily responsible for meeting the Government of Canada's obligations and commitments to First Nations, Inuit and Métis, and for fulfilling the federal government's constitutional responsibilities in the North. DIAND is responsible for two mandates: Indigenous Affairs and Northern Development, which together support Canada's Indigenous and Northern peoples in the pursuit of healthy and self-sufficient communities and broader economic and social development objectives.

The governments of Canada and British Columbia (BC), and many BC First Nations are negotiating modern treaties under the British Columbia treaty process. Treaties and Aboriginal Government - Negotiations West represents all Canadians and federal government departments and agencies in the negotiations.

By concluding treaties in BC, the Parties seek to build new relationships with First Nations, achieve certainty over ownership and use and management of land and resources, and enhance economic opportunities for First Nations, British Columbians and all Canadians.

##### SW3 DEFINITIONS

The following is a list of terms commonly used in Annex A Statement of Work and the Standing Offer.

**Regular Translation** - "A translation with a delivery period allowing completion of the work during normal business hours, based on a production rate of 1,500 words translated per day."

**Urgent/Rush 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 purposes of this Standing Offer, normal working hours are defined as Monday to Friday, 8:00 a.m. to 5:00 pm., with the exception of statutory holidays.

**Statutory Holiday:** For the purposes of this Standing Offer, a statutory holiday means New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday (ONT), Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.

**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 F Quality Standards.

##### SW4 SCOPE OF WORK/TASKS

The purpose of the Request for Standing Offers (RFSO's) is to obtain these services, on an "as required basis" with up to two (2) Standing Offer Agreements being awarded.

In a companion Request for Standing Offers (RFSO's) # 1000190326, DIAND is seeking to establish one (1) Standing Offer (SOA). In the event that no SOA is awarded under either solicitation, DIAND may increase the number of competitively awarded SOA's under the other solicitation up to a total of three (3) SOA's overall.

The scope of work includes a range of tasks and activities such as but not limited to:

- Prepare and Translate the draft and final, official French or English versions of Final/AIP (Agreement in Principle) chapters/agreements in collaboration with TAG negotiating teams and the Departmental Representative;
- Revise, translate, write and verify various texts in English and French;
- Provide Jurilinguist advice to individuals, teams or parties to negotiation;
- May be requested to undertake responsibility to attend meetings with individuals, negotiation teams or team leaders to acquire familiarity with information and material throughout the process and ensure requirements are met;
- Participate in creating and developing standards, procedures and tools for preparing the French versions of treaty final/AIP chapters/agreements;
- Provide an electronic draft and final copy of the text in the same format as the English text, to the satisfaction of the TAG unit representatives;
- Participate and provide advice in the final review with all three (3) parties to negotiation, including Department of Justice (DOJ) to ensure all components have been delivered as requested; and
- Provide related advice and consulting services.

### **SW 5 OUTPUT/DELIVERABLES**

The contractor will provide an electronic draft and final copy of the translated text in the same format as the English or French text source document.

The contractor will deliver the translations within the deadlines agreed upon with the Project Authority for each translation request for the duration of the call up. Texts to be translated will be sent to the Contractor by email, or via collaboration, and once translated, shall be sent in the same fashion to the Departmental Representative.

The Treaties and Aboriginal Government branch does not guarantee any specific volume of work to the contractors retained under the standing offer agreement (s).

All deliverables and services rendered under this requirement are **to be translated in accordance with the quality standards as specified in Annex F**, and are subject to inspection by the departmental representative or a designated representative. Should any deliverable not be to the satisfaction of the Project Authority as submitted, said representative has the right to request correction before payment is authorized.

If a Contractor submits three (3) unsatisfactory texts to Treaties and Aboriginal Government that do not meet the quality criteria outlined below (Quality Control/Evaluation of Texts), DIAND Treaties and Aboriginal Government (TAG) may exercise its rights, including, but not limited to, returning the work to the Contractor for revision at no additional cost or requesting that the Contractor be disqualified from the standing offer. Information regarding the Contractor's unsatisfactory work will be sent in writing by the Project Authority to the Contractor.

#### **Quality Control/ Evaluation of Texts**

In its work, the Contractor shall use the style, cultural context and language level appropriate to the target reader as identified by Treaties and Aboriginal Government Department Representative and render accurately the message of the source text. Treaties and Aboriginal Government, where possible and necessary, will provide previously translated text and/or other reference material related to the document to be translated. 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 F, Quality Standards.

For translations to be deemed satisfactory and for the work to be accepted by the Project Authority, the translation must meet at least, but is not limited to, the following criteria:

- a) No major mistakes (especially mistranslation, misinterpretation, mistakes in figures, omission leading to serious implication) and no more than six (6) minor mistakes per one-thousand (1000) words.

### **Translation (Comprehension)**

Failure to render the meaning of the original text and Language expression, violation of grammatical and other rules of usage in the target language.

Major mistakes - serious misinterpretation denoting a definite lack of comprehension of the source language, nonsense, omission of a phrase or more

Minor mistakes - mistranslation of a single word, omission/addition affecting meaning, lack of precision, wrong shade of meaning.

### **Language (Expression)**

Major mistakes - gibberish, unacceptable structure

Minor mistakes - syntax, grammar, ambiguity, unnecessary repetition, convoluted structure, non-idiomatic structure, unacceptable loan translation

Minor mistakes - breach of spelling, punctuation

### **Required software and layout**

The Contractor shall deliver the work in the format, style and layout of the original document, using the same software version for which the text was originally sent. All work must have the same font of the text to be translated and must be usable "as is", without any interventions by the Project Authority. Examples of common programs and formatted include, but are not limited to, Microsoft Word, Excel, Powerpoint. The Contractor must at a minimum have version 2002-2003 of Microsoft Office Suite.

### **SW6 TRAVEL**

The primary location of work under the statement of work and any resulting Call-up (s) shall be the contractor's premises unless stipulated otherwise within the Call-up document.

Travel may be required under the statement of work and any resulting Call-up(s). Travel arrangements and other related fees require the Branch representative pre-approval.

### **SW7 CONTRACTOR'S OBLIGATIONS**

In addition to the requirements specific in the Statement of Work, the Contractor shall:

- Immediately inform the departmental representative, in writing, should the Contractor believe that any product cannot be delivered on time or on budget, and make appropriate suggestions to correct the situation;
- Monitor the proposed personnel's performance to ensure that the work is completed on time, on budget, and to the satisfaction of TAG;
- Abide by the laws, codes and by-laws of British Columbia, the Government of Canada, as well as by the applicable policies and procedures.

### **SW8 CONSTRAINTS**

The contractor will be required to comply with relevant policies, principles, guidelines, standards and directives, now currently in place and as they evolve over the life of the standing offer, as issued by the Treasury Board Secretariat and DIAND, amongst others.

The contractor will be required to comply with internal departmental policy and quality control processes, in accordance with Annex F. Internal departmental policies are intended to encourage the strategic participation of Indigenous stakeholders and ensure quality in terms of technical merit, neutrality, relevance, accuracy, standardized reporting, and compliance with governing policies and guidelines.

The contractor will also be required to follow other operational guidelines and templates as developed, revised and required over time.

Quality control procedures will vary depending on the complexity of the work involved; the Branch's procedures generally include reviews by program officials, advisory committees, subject matters experts, both internal and external.

It should be noted that all payments will be contingent upon the Branch's satisfaction with the deliverables in terms of both quality and timeliness.

### **SW9 DEPARTMENTAL SUPPORT**

Treaties and Aboriginal Government will provide the Contractor the following:

- Access to Treaties and Aboriginal Government's representatives as required for the successful provision of translation;
- Access where possible and if necessary, to previously translated text and/or other reference material;
- Access to Treaties and Aboriginal Government Hummingbird Collaboration project;
- Comments, revisions and draft deliverables within a timeframe mutually agreed upon as reasonable by the Contractor and the departmental representative;
- The timing and specific deliverable to be translated;
- The copies of previously approved and legislated agreements to acquire familiarity of the context of the information requiring translation;
- Government of Canada Translation Lexicon. <http://www.btb.termiumplus.gc.ca/tpv2alpha/alpha-eng.html?lang=eng>
- Provincial Lexicons
- Territory Lexicons

#### **Government of Canada Lexicon**

<http://www.btb.termiumplus.gc.ca/tpv2alpha/alpha-eng.html?lang=eng>

#### **Canadian Constitution**

<http://laws-lois.justice.gc.ca/eng/const/>

### **SW10 RESOURCE ADDITION**

Resources additional to those named in the Contractor's proposal may be evaluated and qualified by DIAND after standing offer award, at DIAND's discretion in accordance with the mandatory and rated criteria of the Request for Standing Offers process.

## ANNEX "B"

## BASIS OF PAYMENT

## Fee Schedule

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. The applicable rate category (regular per-word or urgent/rush per-word or regular hourly or urgent/rush hourly) will be identified in the resulting call up document.

**Regular Translation** - "A translation with a delivery period in excess of one day, allowing completion of the work during normal business hours, based on a production rate of 1,500 words translated per day."

**Urgent/Rush 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 purposes of this Standing Offer, normal working hours are defined as Monday to Friday, 8:00 a.m. to 5:00 pm., with the exception of statutory holidays.

**Statutory Holiday:** For the purposes of this Standing Offer, a statutory holiday means New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.

**Professional fees not to exceed \$0.00 (To be determined at SOA award), excluding applicable taxes.**

TRANSLATION/REVISION OF DOCUMENTS	Table "A" REGULAR PER WORD RATES (excluding applicable tax)	Table "B" URGENT/RUSH PER WORD RATES (excluding applicable tax)
Initial 24 month Standing Offer period, SOA Award to October 31, 2019.		
Option Period One (1), November 1, 2019 to October 31, 2020		
Option Period Two (2), November 1, 2020 to October 31, 2021		
Option Period Three (3), November 1, 2021 to October 31, 2022		

TRANSLATION/REVISION OF DOCUMENTS	Table "C" REGULAR HOURLY RATES (excluding applicable tax)	Table "D" URGENT HOURLY RATES (excluding applicable tax)
Initial 24 month Standing Offer period, SOA Award to October 31, 2019.		
Option Period One (1), November 1, 2019 to October 31, 2020.		
Option Period Two (2), November 1, 2020 to October 31, 2021		
Option Period Three (3), November 1, 2021 to October 31, 2022		



**ANNEX "C"**  
**SECURITY REQUIREMENTS CHECK LIST**

 Government of Canada / Gouvernement du Canada	RECEIVED SEP 01 2016	Contract Number / Numéro du contrat 1000184378
		Security Classification / Classification de sécurité UNCLASSIFIED

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

PART B - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction	
Aboriginal Affairs and Northern Development Canada	TAG-NW	
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 Provide specialized legal translation services from English to French and French to English		
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? <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui (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)		
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. b) 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 <input type="checkbox"/>
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 <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to / Limité à <input type="checkbox"/>	Restricted to / Limité à <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays :	Specify country(ies) / Préciser le(s) pays :	Specify country(ies) / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO NON CLASSIFIED <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	COSMIC TOP SECRET <input type="checkbox"/>	TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	COSMIC TRÈS SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

IR/SC 1 350-103(2004)12

Security Classification / Classification de sécurité  
UNCLASSIFIED





Contract Number / Numéro du contrat 1000184378 Security Classification / Classification de sécurité UNCLASSIFIED
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**PART A - SUPPLIER / PARTIE A - FOURNISSEUR**

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?  
 If Yes, indicate the level of sensitivity.  
 Dans l'affirmative, indiquer le niveau de sensibilité.

No  Yes  
 Non  Oui

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  Yes  
 Non  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 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: \_\_\_\_\_

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?  
 If Yes, will unscreened personnel be escorted?  
 Dans l'affirmative, le personnel en question sera-t-il escorté?

No  Yes  
 Non  Oui

No  Yes  
 Non  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  Yes  
 Non  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  Yes  
 Non  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  Yes  
 Non  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  Yes  
 Non  Oui

11 e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
 Existera-t-il un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

No  Yes  
 Non  Oui



Contract Number / Numéro du contrat 1000184378
Security Classification / Classification de sécurité UNCLASSIFIED

**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 / PROTÉGÉE			CLASSIFIED / CLASSIFIÉE			NATO					COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO PROTECTED / NATO PROTÉGÉE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC Top SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉE	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
Information Assets / Informations / Données		<input checked="" type="checkbox"/>															
Facilities / Installations		<input checked="" type="checkbox"/>															

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 de 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 de formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Solicitation No. – No de l'invitation

1000184378

# Aboriginal Affairs and Northern Development Canada

## IT Security Safeguard Requirements

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Contractor Name	RFP
Contract Number	1000184378
Document Number:	9154234
Date:	2016-08-30
Designation / Classification	Unclassified



Canada 

## **Overview**

In accordance with the Security Requirement Checklist (SRCL) for contract **1000184378**, the contractor will access, store and transmit up to Protected B data. It is the contractor's responsibility to ensure that this information remains secure at all times by complying with the Treasury Board's Policy on Government Security (PGS) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?section=text&id=16578>), the Management of Information Technology Security Standard (MITS) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328&section=text>) and Aboriginal Affairs and Northern Development Canada's (AANDC) Information Security Requirements listed within this document.

Public Works and Government Services Canada (PWGSC) may perform a site inspection to confirm and certify that the contractor meets these requirements. Items of non-compliance will be noted and communicated to the contractor and AANDC for immediate action.

The contractor will be provided a copy of this document and will therefore be aware of these security requirements as well as his or her responsibility to:

- Comply with these requirements;
- Immediately report the loss or theft of any media devices containing AANDC data to AANDC's Departmental Security Officer;
- Notify AANDC's Departmental Security Officer regarding any security breach or suspected security breach which could impact AANDC data; and
- Inform all staff who will be handling AANDC data of these requirements.

**Failure to comply with these requirements is a breach of contractual obligations and may result in contract termination.**

## **Possession, Transportation and Processing of Electronic Departmental Data**

When there is a requirement for the contractor to transport, process or electronically store departmental information, the contractor must ensure that the data remains secure at all times no matter what level of confidentiality the information is by adhering to the following requirements:

- Computing devices used to process AANDC data are equipped with up to date anti-virus software which is configured to automatically receive and install product updates;
- Computing devices used to process AANDC data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates;
- Computing devices are protected by a firewall which can be a network perimeter firewall appliance or host based firewall application installed on the computer (note: a standard router only device is not considered a substitute to a firewall);
  - The contractor has the means to securely dispose of electronic data in accordance with CSEC standards (refer to <https://www.cse-cst.gc.ca/en/node/270/html/10572>);
- Departmental data must be stored on a FIPS 140-2 or above certified removable media device that is encrypted with AES 128 bit algorithm or higher (refer to <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm> for a list of certified devices); and
- Portable storage devices must be labeled to indicate the highest classification or designation level of information stored on the device.

## **Physical Storage of Departmental Data**

When there is a requirement for the contractor to store electronic departmental data on their premises, the contractor must ensure that the data remains secure when not in use by adhering to the following requirements:

- The encrypted portable media device(s) must be physically stored within an appropriate security container in accordance with the highest level of information sensitivity that is stored on the device. Such a security container must be present on the contractor's premises (Pro A and B = Padlock security Container / Pro C and Secret Integrated Dial Lock security container - refer to [http://www.rcmp-grc.gc.ca/ts-st/reslim/pubs/seg/html/home\\_e.htm](http://www.rcmp-grc.gc.ca/ts-st/reslim/pubs/seg/html/home_e.htm) for more information).

## Electronic Transmission of Departmental Data

When there is a requirement to electronically transmit departmental data between the contractor and AANDC, the contractor must ensure that only the approved method is used based on the level of sensitivity of the information. The contractor may use a combination of these transmission methods in order to share information with AANDC personnel. The use of electronic transmission methods other than those listed below is prohibited.

Note: The department has Certified and Accredited its remote connectivity services for access to and/or transmission of information up to Protected B. AANDC accepts any residual risk for their use during the contract. Therefore, an IT inspection by PWGSC to verify remote access services is not required.

Classification Level	AANDC Approved Transmission Methods	Requirements
Protected A	Email	<p>The Contractor can transmit Protected A Data to AANDC personnel via email as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc);</li> <li>• Each user has their own corporate e-mail account which is protected with a username and password; and</li> <li>• Email server communication is protected with TLS encryption.</li> </ul>
	Fax	<p>The Contractor can transmit Protected A Data to AANDC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The sending fax machine is located on the contractor's premises;</li> <li>• The sender contacts the recipient to confirm fax number and advise recipient of incoming fax;</li> <li>• Recipient is present at the fax machine ready to receive fax; and</li> <li>• Sender obtains confirmation from sender of receipt.</li> </ul>
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing AANDC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> <li>• The administrator user name and password must be changed from their default values;</li> <li>• The network name (SSID) has been changed from its default value; and</li> <li>• WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements:</li> </ul>

		<ul style="list-style-type: none"> <li>○ Must be 8 characters or longer;</li> <li>○ Have at least one upper case character;</li> <li>○ Have at least one lower case character;</li> <li>○ Have at least one numeric character; and</li> <li>○ Have at least one allowed special character</li> </ul>
<b>Protected B</b>	Encrypted and Digitally Signed eMail	<p>The Contractor can transmit Protected B Data to AANDC personnel via email as long as the messages and/or attachments are encrypted and the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc);</li> <li>• Each user has their own corporate e-mail account which is protected with a username and password;</li> <li>• The contractor has an approved Public Key Infrastructure (PKI) certificate that is compatible with the Government of Canada (GoC) PKI services; and</li> <li>• Entrust software is installed on the contractor's PC/laptop and utilized to encrypt the email using the following settings: <ul style="list-style-type: none"> <li>▪ One of the following encryption algorithms is used: <ul style="list-style-type: none"> <li>○ 3DES-168 Bit or higher</li> <li>○ AES-128 Bit or higher</li> </ul> </li> <li>▪ Digitally signed with one of the following algorithms: <ul style="list-style-type: none"> <li>○ RSA (Rivest, Shamir, Adleman)</li> <li>○ DSA (Digital Signature Algorithm)</li> <li>○ ECDSA (Elliptic Curve Digital Signature Algorithm)</li> </ul> </li> <li>▪ One of the following Hash functions is used in the generation of digital signatures: <ul style="list-style-type: none"> <li>○ SHA-224</li> <li>○ SHA-256</li> <li>○ SHA-384</li> <li>○ SHA-512</li> </ul> </li> </ul> </li> </ul>
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing AANDC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> <li>• The administrator user name and password must be changed from their default values;</li> <li>• The network name (SSID) has been changed from its default value; and</li> <li>• WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> <li>○ Must be 12 characters or longer;</li> </ul> </li> </ul>



		<ul style="list-style-type: none"> <li>○ Have at least one upper case character;</li> <li>○ Have at least one lower case character;</li> <li>○ Have at least one numeric character; and</li> <li>○ Have at least one allowed special character</li> </ul>
	AANDC Secure File Exchange Service	<p>The Contractor can transmit Protected B Data via AANDC's Secure File Exchange service as long as following requirements are met:</p> <ul style="list-style-type: none"> <li>● A personally identifiable unique username and password is assigned to the user by AANDC; and</li> <li>● The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (<a href="https://efse-sfee.aandc-aandc.gc.ca/policy/sfe_Acceptable_use_policy.html">https://efse-sfee.aandc-aandc.gc.ca/policy/sfe_Acceptable_use_policy.html</a>)</li> </ul>
	AANDC Collaboration Service	<p>The Contractor can transmit Protected B Data via AANDC's Collaboration service as long as following requirements are met:</p> <ul style="list-style-type: none"> <li>● A personally identifiable unique username and password is assigned to each user by AANDC.</li> </ul>
	Fax	<p>The Contractor can transmit Protected B Data to AANDC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>● The sending fax machines is located on the contractor's premises;</li> <li>● The sender contacts the recipient to confirm fax number and advises recipient of incoming fax;</li> <li>● Recipient is present at the fax machine ready to receive fax; and</li> <li>● Sender obtains confirmation from sender of receipt.</li> </ul>

## ANNEX "D"

### GREENING GOVERNMENT OPERATIONS

#### Greening Government Operations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

Furthermore, in June 2008 the *Federal Sustainable Development Act* was passed to provide the legal framework for developing and implementing a Federal Sustainable Development Strategy that will make environmental decision making more transparent and accountable to Parliament. A Federal Sustainable Development Strategy is developed every three years that includes shrinking the environmental footprint of government operations. Green procurement is a key enabler of these objectives.

In accordance with the *Policy on Green Procurement* and Federal Sustainable Development Strategy, for this requirement:

#### General

- a) The Offeror is encouraged to offer or suggest green solutions whenever possible.
- b) The Offeror should consider the complete lifecycle of products and services provided to favor strategies, processes, and materials that assure sustainable development.
- c) The Offeror should use green meetings practices when conducting workshops and meetings. Guides to green meeting practices are available through Environment Canada and the United Nations Environment Program.

#### Travel

- a) The Offeror is encouraged to work off-site to reduce commuting requirements where security requirements allow.
- b) The Offeror is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- c) Where transportation is required, the Offeror is encouraged to use environmentally preferred modes of transportation, where feasible.
- d) The Offeror is encouraged to use accommodations with environmental ratings: Contractors of the Government of Canada may access the PWGSC Accommodation Directory to search for accommodations with Green Key and/or Green Leaf ratings that will honor the pricing for Offerors.

#### Paper Consumption

- a) The Offeror is requested to provide all correspondence including (but not limited to) their offer, documents, reports and invoices in electronic format unless otherwise specified by the Standing Offer Authority or Project

Authority, thereby reducing printed material. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Standing Offer Authority or Project Authority.

- b) Printed material is requested on paper that is EcoLogo certified or equivalent, certified as using fibre originating from a sustainably managed forest and/or minimum recycled content of 30%. Paper is also to be processed chlorine free, whenever possible.
- c) The Offeror should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Goods Used in Service Delivery

- a) It is desirable that the Offeror, in the provisioning of services, procure equipment, such as computer equipment, peripherals and telephony equipment that meet the most current environmental specifications used by the Government of Canada when procuring similar equipment, without reducing the service quality and effectiveness, whether this equipment is owned by the Offeror or procured by the Offeror for Government of Canada customers. Government of Canada environmental specifications can be found in the Green Procurement Plans available online or by contacting [AchatsEcologiques.GreenProcurement@tpsgc-pwgsc.gc.ca](mailto:AchatsEcologiques.GreenProcurement@tpsgc-pwgsc.gc.ca).
- b) It is desirable that the Offeror, in the provisioning of services, procure equipment and implement solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Offeror or procured by the Offeror for Government of Canada customers.
- c) The Offeror is required to use provincial e-waste recycling programs for the disposal of electronic assets owned by the Offeror and used to deliver the Service to Canada. In provinces where provincial programs do not exist or where equipment does not qualify for disposal by the provincial program, electronic assets should be disposed of via recyclers that have been approved under any other province's e-waste recycling program.

**ANNEX "E"**

**Translation of Text (The Supreme Court of British Columbia (Vancouver Registry Number S081949))**

**SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY  
Form 1 (Rule 8(3))  
MAR18 2008**

**NO. S081949  
VANCOUVER REGISTRY**

**THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN:**

**THE HARTLEY BAY INDIAN BAND (ALSO KNOWN AS THE GITGA'AT FIRST NATION), represented by Chief Jack Clifton on his own behalf and on behalf of the Village Council and the members of the Hartley Bay Indian Band and Gitga'at First Nation**

**PLAINTIFF**

**AND:**

**BRITISH COLUMBIA FERRY SERVICES INC.**

**DEFENDANTS**

**WRIT OF SUMMONS**

Name and address of each Plaintiff: **Hartley Bay Indian Band (also know as the Gitga'at First Nation), represented by Chief Jack Clifton on his own behalf and on behalf of the Village Council and the members of the Hartley Bay Indian Band and Gitga'at First Nation  
445 Hayimiisaxaa Way,  
Hartley Bay, B.C., Canada V0V 1A0**

Name and address of each Defendant: **British Columbia Ferry Services Inc.  
1112 Fort Street,  
Victoria, B.C., Canada V8V 4V2**

**ELIZABETH THE SECOND, by the Grace of God, of the United Kingdom, Canada and Her Realms and Territories, Queen, Head of the Commonwealth, Defender of the Faith.**

**To the Defendant: British Columbia Ferry Services Inc.**

**TAKE NOTICE that this action has been commenced against you by the Plaintiff(s) for the claim(s) set out in this Writ.**

**IF YOU INTEND TO DEFEND this action, or if you have a set off or counterclaim that you wish to have taken into account at the trial, YOU MUST**

- (a) GIVE NOTICE of your intention by filing a form entitled "Appearance" in the above registry of this court, at the address shown below, within the Time for Appearance provided for below and YOU MUST ALSO DELIVER a copy of the "Appearance" to the plaintiff's address for delivery, which is set out in this Writ, and
- (b) if a Statement of Claim is provided with this writ of summons or is later served on or delivered to you, FILE a Statement of Defence in the above registry of this court within the Time for Defence provided for below and DELIVER a copy of the Statement of Defence to the plaintiffs address for delivery.

YOU OR YOUR SOLICITOR may file the Appearance and the Statement of Defence. You may obtain a form of Appearance at the registry.

**JUDGEMENT MAY BE TAKEN AGAINST YOU IF**

- (a) YOU FAIL to file the Appearance within the Time for Appearance provided for below, or
- (b) YOU FAIL to file the Statement of Defence within the Time for Defence provided for below.

**TIME FOR APPEARANCE**

If this writ is served on a person in British Columbia, the time for appearance by that person is 7 days from the service (not including the day of service).

If this Writ is served on a person outside British Columbia, the time for appearance by that person after service, is 21 days in the case of a person residing anywhere within Canada, 28 days in the case of a person residing in the United States of America, and 42 days in the case of a person residing elsewhere. [or, if the time for appearance has been set by order of the court, within that time.]

**TIME FOR DEFENCE**

A Statement of Defence must be filed and delivered to the plaintiff within 14 days after the later of

- (a) the time that the Statement of claim is served on you (whether with this writ of summons or otherwise) or is delivered to you in accordance with the Rules of Court, and
- (b) the end of the Time for Appearance provided for above.

[or, of the time for defence has been set by order of the court, within that time.]

The address of the registry is:

800 Smithe Street  
Vancouver, BC

The Plaintiff's ADDRESS FOR DELIVERY is:

c/o Ratcliff & Company LLP  
#500 - 221 West Esplanade Street  
North Vancouver, BC  
V7M 3J3

Fax number for delivery (if any): 604-988-1452

The name and office address of the Plaintiffs solicitor is:

F. Matthew Kirchner and Maegen M. Giltrow  
c/o Ratcliff & Company LLP  
#500 - 221 West Esplanade Street  
North Vancouver, BC  
V7M 3J3

### Endorsement

- I. The Plaintiff Hartley Bay Indian Band, also known as the Gitga'at First Nation ("Gitga'at") is a Band within the meaning of the *Indian Act* R.S.C. 1985, c. I-5 and an aboriginal nation that has existed as an organized self-governing society since a time before contact between the aboriginal nations of British Columbia and Europeans. Chief Jack Clifton is a member of the Gitga'at and the elected chief councillor of the Gitga'at.
2. The Gitga'at hold property rights and interests, including but not limited to aboriginal rights, aboriginal title, riparian rights, and interests in reserves as defined by the *Indian Act*, in the area of the northwest coast of British Columbia which includes land, water, and land submerged by water, including the mainland, coastal islands and submerged lands of the lower Douglas Channel, Whale Channel, Wright Sound and Lewis Pass to Caamano Sound (the "Traditional Territory").
3. The Defendant British Columbia Ferry Services ("B.C. Ferries") is a corporation incorporated pursuant to the laws of British Columbia and at all material times was and is the owner and operator of the *MV Queen of the North* (the "*Queen of the North*").
4. On or about March 22, 2006 the *Queen of the North* was passing through Wright Sound within the Traditional Territory on route from Prince Rupert to Port Hardy when it struck Gil Island, causing the vessel to sink.
5. The striking of Gil Island and the sinking of the *Queen of the North* caused diesel fuel and other contaminants and pollutants (collectively, the "Pollutants") to be released from the *Queen of the North* into the Traditional Territory at the time of the sinking and from time to time since the sinking. The release of the Pollutants has caused and continues to cause damage to the Traditional Territory and is a substantial interference with the Plaintiffs' use and enjoyment of the Traditional Territory and property within it and with

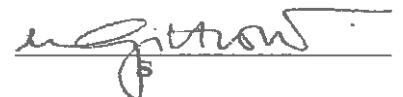
the Plaintiffs' exercise and enjoyment of the Plaintiffs' aboriginal rights within the Traditional Territory.

6. Since March 22, 2006, B.C. Ferries has permitted the *Queen of the North* to remain on the ocean floor in Wright Sound within the Traditional Territory without the consent of the Plaintiffs.
7. The *Queen of the North's* striking of Gil Island, the sinking of the *Queen of the North* and the resulting release of the Pollutants was caused by the negligent or wrongful acts or omissions of B.C. Ferries and/or its employees, servants or agents.
8. The sinking of the *Queen of the North*, the release of the Pollutants from the *Queen of the North* and the continued submersion of the *Queen of the North* within the Traditional Territory constitutes a nuisance and/or trespass that has continued since on or about March 22, 2006.
9. The Plaintiffs claim against the Defendant for:
  - a. general and special damages for the Defendant's negligence, and/or the negligence of its employees, servants or agents in the operation of the *Queen of the North*, on or about March 22, 2006;
  - b. damages for nuisance and/or trespass;
  - c. an injunction;
  - d. costs; and
  - e. such further and other relief as this Honourable Court deems just.

The place of trial will be at Vancouver, British Columbia.

Dated: March 18, 2008.

of the Plaintiff



Solicitor

## ANNEX "F"

### 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 Transcription

The act of converting the spoken content of audio files or tape recordings into an electronic text document. The files for transcription include dictated translations and recordings of conference calls or webinars and are in English, French or, occasionally, Aboriginal or foreign languages.

##### 1.3 Desktop Publishing

Act of laying out and formatting electronic documents. The main software applications used are the MS Office suite, the WordPerfect suite, Lotus Word Pro and Visio.

##### 1.4 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*<sup>®</sup>, the Government of Canada's terminology and linguistic data bank. Official parliamentary titles can be found on the Parliament of Canada website.

##### 1.5 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*<sup>®</sup> or in the glossaries, packages or reference works supplied under this Contract.

##### 1.6 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.

A0632-003 (2016-05-16)



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*<sup>®</sup>;
- 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.