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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 SECURITY REQUIREMENTS .....	4
1.4 DEBRIEFINGS.....	4
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS .....	7
2.3 FORMER PUBLIC SERVANT.....	7
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS .....	8
2.5 APPLICABLE LAWS.....	8
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>9</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	9
ATTACHMENT 1 TO PART 3.....	12
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>16</b>
4.1 EVALUATION PROCEDURES.....	16
4.3 BASIS OF SELECTION.....	17
ATTACHMENT 1 TO PART 4.....	20
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>25</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	25
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	25
<b>PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS .....</b>	<b>27</b>
<b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>28</b>
<b>A. STANDING OFFER.....</b>	<b>28</b>
7.1 OFFER.....	28
7.2 SECURITY REQUIREMENTS .....	28
7.3 STANDARD CLAUSES AND CONDITIONS.....	28
7.4 TERM OF STANDING OFFER .....	29
7.5 AUTHORITIES .....	30
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	30
7.7 IDENTIFIED USERS.....	30
7.8 CALL-UP PROCEDURES .....	31
7.9 CALL-UP INSTRUMENT .....	32
7.10 LIMITATION OF CALL-UPS .....	32
7.11 FINANCIAL LIMITATION - TOTAL .....	32
7.12 PRIORITY OF DOCUMENTS .....	32
7.13 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	33
7.14 APPLICABLE LAWS.....	33
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>33</b>
7.1 STATEMENT OF WORK.....	33
7.2 STANDARD CLAUSES AND CONDITIONS.....	33
7.3 TERM OF CONTRACT .....	34

Solicitation No. - N° de l'invitation  
K4450-180543/A  
Client Ref. No. - N° de réf. du client  
K4450

Amd. No. - N° de la modif.  
File No. - N° du dossier  
504ZF.K4450-180543

Buyer ID - Id de l'acheteur  
504ZF  
CCC No./N° CCC - FMS No./N° VME

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7.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	34
7.5	PAYMENT .....	34
7.6	INVOICING INSTRUCTIONS .....	36
7.7	INSURANCE .....	36
7.8	<b>LIQUIDATED DAMAGES</b> .....	37
	<b>ANNEX A</b> .....	<b>38</b>
	STATEMENT OF WORK .....	38
	<b>ANNEX B</b> .....	<b>44</b>
	BASIS OF PAYMENT .....	44
	<b>ANNEX C</b> .....	<b>49</b>
	ELECTRONIC PAYMENT INSTRUMENTS.....	49
	<b>ANNEX D</b> .....	<b>50</b>
	STANDARD FEEDBACK/EVALUATION EMAILS .....	50
	<b>ANNEX E</b> .....	<b>52</b>
	SECURITY REQUIREMENTS CHECK LIST .....	52
	<b>ANNEX F</b> .....	<b>53</b>
	STANDING OFFER REPORTING REQUIREMENTS.....	53
	<b>ANNEX G</b> .....	<b>54</b>
	<b>PWGSC-TPSGC 942 CALL-UP FORM</b> .....	<b>54</b>
	<b>ANNEX H</b> .....	<b>55</b>
	FINANCIAL EVALUATION EXAMPLE (FOR ONE OFFEROR) .....	55

## 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, and Financial Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Standard Feedback/Evaluation Emails, the Security Requirement Check List, and the Financial Evaluation Example.

### 1.2 Summary

The Canadian Environmental Assessment Agency (CEAA) has a requirement for translation from English to French and from French to English in the separate fields of general\ administrative translation, Technical\Environmental translation and legal translation for a total of six (6) work streams. The aim is to establish up to four (4) Departmental Individual Standing Offers (DISO).

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

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

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

Solicitation No. - N° de l'invitation  
K4450-180543/A  
Client Ref. No. - N° de réf. du client  
K4450

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504ZF.K4450-180543

Buyer ID - Id de l'acheteur  
504ZF  
CCC No./N° CCC - FMS No./N° VME

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This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation for offer submission. Offerors must refer to Part 2 of the RFSO entitled Instructions to offerors for further information.

### **1.3 Security Requirements**

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **1.4 Debriefings**

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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.

Subsection 5.4 of 2006, Standard Instructions – Request for Standing Offers - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 180 calendar days.

The 2006 standard instructions is amended as follows:

- Section 5, entitled Submission of offers, is amended as follows:
  - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each offer, at RFSO closing date and time or upon request from the Standing Offer Authority, for example in the case of epost Connect service, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
  - subsection 2.d is deleted entirely and replaced with the following: "send its offer only to the specified Bid Receiving Unit of Public Works and Government Service Canada (PWGSC) in the RFSO or to the specified address in the RFSO."
  - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Offeror's name, return address and procurement business number, RFSO number, and RFSO closing date and time are clearly visible on the offer; and"
- Section 6, entitled Late offers, is deleted entirely and replaced with the following: "PWGSC will return offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described in the section entitled Delayed offers. For offers submitted using means other than Canada Post Corporation's epost Connect service, the physical offer will be returned. For offers submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late offer will be deleted."
- Section 07, entitled Delayed offers, is amended as follows:
  - Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity;"
- Section 8, entitled Transmission by facsimile, is deleted entirely and replaced with the following section:

"Transmission by facsimile or by epost Connect

1. Facsimile

- a. Unless specified otherwise in the RFSO, offers may be submitted by facsimile. The only acceptable facsimile number for responses to RFSOs issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the RFSO. The facsimile

- number for responses to RFSOs issued by PWGSC regional offices is identified in the RFSOs.
- b. For offers transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed offer including, but not limited to, the following:
- i. receipt of garbled or incomplete offer;
  - ii. availability or condition of the receiving facsimile equipment;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the offer;
  - v. failure of the Offeror to properly identify the offer;
  - vi. illegibility of an offer; or
  - vii. security of offer data.
- c. An Offer transmitted by facsimile constitutes the formal offer of the Offeror and must be submitted in accordance with the section entitled Submission of offers.
2. ePost Connect
- a. Unless specified otherwise in the RFSO, offers may be submitted by using the [epost Connect service provided by Canada Post Corporation](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)).
- b. To submit an offer using epost Connect service, the Offeror must either:
- i. send directly its offer only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Offeror is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Offeror to transmit its offer afterward at any time prior to the RFSO closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access the message within the conversation, and the Offeror can reply to the email notification by transmitting its offer.
- d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after RFSO closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: [TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca). The RFSO number must be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the RFSO in order to register for the epost Connect service.
- g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
- i. receipt of a garbled or incomplete offer;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the offer;
  - v. failure of the Offeror to properly identify the offer;
  - vi. illegibility of the offer;
  - vii. security of offer data; or

- viii. inability to create an electronic conversation through the epost Connect service.
- h. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with the section entitled Submission of offers."

### **2.1.1 SACC Manual Clauses**

**M3021T** (2012-07-16) Education and Experience

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

### **2.2 Submission of Offers**

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

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

### **2.3 Former Public Servant**

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

#### **Definitions**

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

### **Former Public Servant (FPS) in Receipt of a Pension**

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

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

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

### **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

### **2.5 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

**3.1.1** If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 8 of the 2006 standard instructions and as amended in Part 2 - Offeror Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications  
Section IV: Additional Information

**3.1.2** If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (four [4] hard copies)  
Section II: Financial Offer (two [2] hard copies)  
Section III: Certifications (one [1] hard copy)  
Section IV: Additional Information (one [1] hard copy)

### OFFERORS MUST SUBMIT A COMPLETE OFFER FOR ALL STREAMS

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

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

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

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

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

### **3.1.3 Joint venture experience**

Except where expressly provided otherwise, members of a joint venture may combine their abilities to meet any given mandatory requirement of this bid solicitation. Wherever substantiation of a mandatory requirement is required, the bidder is requested to indicate which joint venture member satisfies the requirement. Any bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the solicitation period of the bid solicitation.

For example, suppose a bidder is a joint venture consisting of members X, Y and Z, and that the bid solicitation requires that the bidder have three years' experience in delivering translation services in the X1 field.

This requirement can be met by one or more members of the joint venture. Thus, the bidder can indicate that each member, that is, X, Y and Z has one year of experience, totalling three years. Such a response would be declared responsive.

#### **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 Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

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

Offerors must submit the certifications and additional information required under Part 5.

#### **Section IV: Additional Information**

##### **Offeror's Proposed Sites or Premises Requiring Safeguarding Measures**

As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

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

The Company Security Officer must ensure through the [Contract Security Program](#) 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.

Solicitation No. - N° de l'invitation  
K4450-180543/A  
Client Ref. No. - N° de réf. du client  
K4450

Amd. No. - N° de la modif.  
File No. - N° du dossier  
504ZF.K4450-180543

Buyer ID - Id de l'acheteur  
504ZF  
CCC No./N° CCC - FMS No./N° VME

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### **3.1.4 Electronic Payment of Invoices - Offer**

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

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

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

### **3.1.5 Exchange Rate Fluctuation**

[C3011T](#) (2016-11-06) Exchange Rate Fluctuation

## ATTACHMENT 1 TO PART 3

### PRICE SCHEDULE

1. The Offeror must complete the pricing schedule on the MS Excel spreadsheet published on the Government Electronic Tendering Service (<https://buyandsell.gc.ca/procurement-data/tenders>) and include it in its financial bid once completed. As a minimum, the Offeror must respond to this pricing schedule by including in its financial bid for each of the periods and for each of the streams identified below its quoted firm all-inclusive rates (in Can \$).
  
2. The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.
  
3. The Offeror's all-inclusive rates per word shall include all expenses associated with the provision of the services required under this Standing Offer. No other fees, costs or amounts will be paid. Canada will not accept any travel and living expenses incurred by any contractor to satisfy the terms of any resulting contract.

#### Initial Period (From date of issuance to March 31<sup>st</sup> 2019)

	Service	Type	Rate per Word
<b>Stream A</b>	General and Administrative Translation	English to French	\$
	Urgent General and Administrative Translation	English to French	\$
<b>Stream B</b>	Legal Translation	English to French	\$
	Urgent Legal Translation	English to French	\$
<b>Stream C</b>	Technical\Environmental Translation	English to French	\$
	Urgent Technical\Environmental Translation	English To French	\$
<b>Stream D</b>	General and Administrative Translation	French to English	\$
	Urgent General and Administrative Translation	French to English	\$
<b>Stream E</b>	Legal Translation	French to English	\$
	Urgent Legal Translation	French to English	\$
<b>Stream F</b>	Technical\Environmental Translation	French to English	\$
	Urgent Technical\Environmental Translation	French to English	\$

**Optional Period 1 (One [1] additional year)**

	<b>Service</b>	<b>Type</b>	<b>Rate per Word</b>
<b>Stream A</b>	General and Administrative Translation	English to French	\$
	Urgent General and Administrative Translation	English to French	\$
<b>Stream B</b>	Legal Translation	English to French	\$
	Urgent Legal Translation	English to French	\$
<b>Stream C</b>	Technical\Environmental Translation	English to French	\$
	Urgent Technical\Environmental Translation	English To French	\$
<b>Stream D</b>	General and Administrative Translation	French to English	\$
	Urgent General and Administrative Translation	French to English	\$
<b>Stream E</b>	Legal Translation	French to English	\$
	Urgent Legal Translation	French to English	\$
<b>Stream F</b>	Technical\Environmental Translation	French to English	\$
	Urgent Technical\Environmental Translation	French to English	\$

**Optional Period 2 (One [1] additional year)**

	<b>Service</b>	<b>Type</b>	<b>Rate per Word</b>
<b>Stream A</b>	General and Administrative Translation	English to French	\$
	Urgent General and Administrative Translation	English to French	\$
<b>Stream B</b>	Legal Translation	English to French	\$
	Urgent Legal Translation	English to French	\$
<b>Stream C</b>	Technical\Environmental Translation	English to French	\$
	Urgent Technical\Environmental Translation	English To French	\$
<b>Stream D</b>	General and Administrative Translation	French to English	\$
	Urgent General and Administrative Translation	French to English	\$
<b>Stream E</b>	Legal Translation	French to English	\$
	Urgent Legal Translation	French to English	\$

<b>Stream F</b>	Technical\Environmental Translation	French to English	\$
	Urgent Technical\Environmental Translation	French to English	\$

**Optional Period 3 (One [1] additional year)**

	<b>Service</b>	<b>Type</b>	<b>Rate per Word</b>
<b>Stream A</b>	General and Administrative Translation	English to French	\$
	Urgent General and Administrative Translation	English to French	\$
<b>Stream B</b>	Legal Translation	English to French	\$
	Urgent Legal Translation	English to French	\$
<b>Stream C</b>	Technical\Environmental Translation	English to French	\$
	Urgent Technical\Environmental Translation	English To French	\$
<b>Stream D</b>	General and Administrative Translation	French to English	\$
	Urgent General and Administrative Translation	French to English	\$
<b>Stream E</b>	Legal Translation	French to English	\$
	Urgent Legal Translation	French to English	\$
<b>Stream F</b>	Technical\Environmental Translation	French to English	\$
	Urgent Technical\Environmental Translation	French to English	\$

**Optional Period 4 (One [1] additional year)**

	<b>Service</b>	<b>Type</b>	<b>Rate per Word</b>
<b>Stream A</b>	General and Administrative Translation	English to French	\$
	Urgent General and Administrative Translation	English to French	\$
<b>Stream B</b>	Legal Translation	English to French	\$
	Urgent Legal Translation	English to French	\$
<b>Stream C</b>	Technical\Environmental Translation	English to French	\$
	Urgent Technical\Environmental Translation	English To French	\$
<b>Stream D</b>	General and Administrative Translation	French to English	\$

Solicitation No. - N° de l'invitation  
K4450-180543/A  
Client Ref. No. - N° de réf. du client  
K4450

Amd. No. - N° de la modif.  
File No. - N° du dossier  
504ZF.K4450-180543

Buyer ID - Id de l'acheteur  
504ZF  
CCC No./N° CCC - FMS No./N° VME

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	Urgent General and Administrative Translation	French to English	\$
<b>Stream E</b>	Legal Translation	French to English	\$
	Urgent Legal Translation	French to English	\$
<b>Stream F</b>	Technical\Environmental Translation	French to English	\$
	Urgent Technical\Environmental Translation	French to English	\$

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

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

The mandatory technical criteria are included in Attachment 1 to Part 4.

##### **4.1.1.2 Point Rated Technical Criteria**

The point rated technical criteria are included in Attachment 1 to Part 4.

#### **4.1.2 Financial Evaluation**

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

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

To determine the Total Evaluated Weighted Cost Per Word for each individual stream, the all-inclusive prices and rates submitted in the Attachment 1 to Part 3: Price Schedule will be calculated as such:

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

The Weight Average for all four (4) option periods plus the initial contract period will be added and then divided by five (5). The result will be the Evaluated Weighted Cost per Word for that given work stream.

The total evaluated weighted cost per word of the offer is calculated by adding the Evaluated Weighted Cost per Word for each stream and dividing by six.

Offerors must submit pricing for all of the work streams as defined in Annex A, Statement of Work.

## 4.2 Reference Check

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

## 4.3 Basis of Selection

### 4.3.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price (60/40)

4.3.1.1 To be declared responsive, an offer must:

- a. comply with all the requirements of the Request for Standing Offers;
- b. meet all mandatory technical evaluation criteria; and
- c. Obtain the required minimum points for the technical evaluation criteria as specified in attachment 1 to Part 4 for the point-rated technical criteria.

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

A total of up to four (4) Standing Offers may be issued.

4.3.1.3 The lowest evaluated weighted cost per word (LCP) of all responsive offers will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive offer (i):  $PS_i = LCP / P_i \times 40$ .  $P_i$  is the Total Evaluated Weighted Cost per Word (P) of each responsive offer (i).

Example (see Annex H for calculation of Weighted Average)

Offerors	Total Evaluated Weighted Cost per Word (P)	Calculation of the Pricing Score	Pricing Score (PS)
Offeror 1	\$0.290	0.290 / 0.290 x 40	40
Offeror 2	\$0.320	0.290 / 0.320 x 40	36.25
Offeror 3	\$0.300	0.290 / 0.300 x 40	38.67
Offeror 4	\$0.310	0.290 / 0.310 x 40	37.42

4.3.1.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive offer (i):  $TMS_i = OS_i \times 60$ .  $OS_i$  is the overall score (OS) obtained by each responsive offer (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

Example

Offerors	Overall Score (OS)	Calculation of the Technical Merit Score	Technical Merit Score (TMS)
Offeror 1	55	55 / 68 x 60	48.53
Offeror 2	54	54 / 68 x 60	47.65
Offeror 3	61	61 / 68 x 60	53.82
Offeror 4	56	56 / 68 x 60	49.41

4.3.1.5 The combined rating (CR) of technical merit and price of each responsive offer (i) will be determined as follows:  $CR_i = PS_i + TMS_i$ .

Example

Offerors	Pricing Score (PS)	Technical Merit Score (TMS)	Calculation of the Combined Rating	Combined Rating (CR)
Offeror 1	40	48.53	40 + 48.53	88.53
Offeror 2	36.25	47.65	36.25 + 47.65	83.90
Offeror 3	38.67	53.82	38.67 + 53.82	92.49
Offeror 4	37.42	49.41	37.42 + 49.41	86.83

Solicitation No. - N° de l'invitation  
K4450-180543/A  
Client Ref. No. - N° de réf. du client  
K4450

Amd. No. - N° de la modif.  
File No. - N° du dossier  
504ZF.K4450-180543

Buyer ID - Id de l'acheteur  
504ZF  
CCC No./N° CCC - FMS No./N° VME

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4.3.1.6 The responsive offers will be ranked in descending order of combined rating of technical merit and price; the responsive offer with the highest combined rating of technical merit and price being ranked first. Of the highest ranked responsive offers in descending order of combined rating of technical merit and price, up to four (4) will be recommended for issuance of a standing offer. In the event four or more responsive offers have the same highest combined rating of technical merit and price, these offers will be ranked in descending order of the overall scores obtained for all of the point rated technical criteria detailed in Attachment 1 to Part 4; the responsive offer obtaining the highest overall score being ranked the highest.

Example

<b>Offerors</b>	<b>Combined Rating</b>	<b>Ranking</b>
Offeror 1	88.53	2
Offeror 2	83.90	4
Offeror 3	92.49	1
Offeror 4	86.83	3

**ATTACHMENT 1 to PART 4**

**TECHNICAL CRITERIA**

**OFFERORS MUST SUBMIT A COMPLETE OFFER FOR ALL STREAMS.**

**1. Mandatory Technical Evaluation Criteria**

<b>M#</b>	<b>MANDATORY REQUIREMENTS</b>	Met/not met	<b>RATIONALE</b>
<b>M1</b>	<p>To demonstrate that the Offeror has the qualified revisers as described in Annex A – Statement of Work, The Offeror must provide the name of two (2) qualified quality assurance personnel as described in Annex A – Statement of Work: at least one (1) quality assurance personnel for English texts and at least one (1) quality assurance personnel for French texts. The proposed revisers must have experience revising documents in the work streams described in Annex A.</p> <p>The Offeror must submit a different person for the revision of French texts and English texts.</p>	Met/not met	
<b>M2</b>	<p>To demonstrate that the Offeror has the qualified resources as described in Annex A – Statement of Work, the Offeror must provide a list of at least three (3) translators* for the set of work streams described in Annex A for English-to-French translation and at least one (1) translator* in one of the work streams described in Annex A for French-to-English translation, and provide the information specified below.</p> <p>* The same translator may be proposed for more than one (1) work stream.</p> <p>For each proposed individual, the Bidder must indicate at least:</p> <ul style="list-style-type: none"> <li>- the individual's education;</li> <li>- the daily translation production capacity in the target language for which the translator is proposed (English or French);</li> <li>- the nature of the translated texts (which must be within one of the work stream described in Annex A);</li> <li>- the period (from month/year to month/year) during which and the length of time (number of months) the translation services were provided; and</li> <li>- the name of the client organization and the name and current e-mail address and/or</li> </ul>	Met/not met	

	telephone number of a contact who would be able to confirm the information provided by the Bidder.		
<b>M3</b>	<p>The Offeror must possess at least three (3) years of experience within the last five (5) years translating scientific, legal, and technical information products of a highly scientific and technical nature in fields of environment, legislation, and departmental operations.</p> <p>To demonstrate its experience, the Offeror must provide the following:</p> <p>a) The name of the client organization(s) to whom the translation services were provided; and</p> <p>b) the name of a point of contact in the client's organization who can corroborate the information along with its current telephone number and email address;</p> <p>c) A description of the texts translated clearly indicating the following:</p> <p>i. the period during which the translation services were provided, specifying from (month/year) to (month/year);</p> <p>ii. the subject matter; and</p> <p>iii. The source and target languages.</p>	<b>Met / Not Met</b>	
<b>M4</b>	<p>The Offeror must provide two (2) documents of 10 to 20 pages each, of a scientific nature, in the area of environment, environmental legislation, translated and revised from English to French.</p> <p>The Offeror must provide the source document as well.</p>	<b>Met / Not Met</b>	
<b>M5</b>	<p>Provide the names, phone numbers and organization details of three references for whom the contractor has delivered services relevant to this requirement as detailed in the Statement of Work, in the past 24 months.</p>	<b>Met / Not Met</b>	

## 2. Point-rated Technical Evaluation Criteria

REFERENCE	POINT-RATED CRITERIA	Maximum number of points available	Minimum number of points (pass mark)
<b>PRTC 1</b>	Additional Translation Experience of the Offeror	30	N/A
<b>PRTC 2</b>	Evaluation of translated documents	28	N/A
<b>PRTC 3</b>	Evaluation of Risk management plan	10	N/A
<b>Total points (overall score)</b>		<b>68 points</b>	<b>41 (equivalent to 60%)</b>

<b>R1</b>	<p>The Offeror's bid must demonstrate any additional experience beyond the minimum three (3) years required in the mandatory technical criteria. For the purposes of evaluating this additional experience, the Offeror may propose experience acquired from January 1, 2007 onwards. This experience <b>must</b> be relevant to the respective work streams as described in Annex A, both with regards to the subject matter and the source and target languages.</p> <p>To demonstrate its experience, the Bidder must provide the following information for each project or contract:</p> <p>a) for each work stream, the name of the client organization(s) to whom the translation services were provided; and</p> <p>b) the name of a point of contact in the client's organization who can corroborate the information along with its current telephone number or email address;</p> <p>c) a description of the texts translated clearly indicating the following:</p> <p>i. the period during which the translation services were provided, specifying from (month/year) to (month/year);</p> <p>ii. the nature of the work and subject matter; and</p> <p>iii. The source and target languages.</p>
<b>Evaluation grid for R1</b>	<p>For 3 years : <b>0 points</b></p> <p>For 3 years plus one day to 4 years : <b>8 points</b></p> <p>For 4 years plus one day to 5 years: <b>16 points</b></p> <p>For 5 years plus one day to 6 years : <b>24 points</b></p>

	For more than 6 years: <b>30 points</b>
<b>Maximum of points available for R1</b>	<b>30 points</b>

<b>R2</b>	<p>The Offeror will be evaluated as follows on the documents submitted in response to Mandatory criterion M4:</p> <ul style="list-style-type: none"> <li>• Provide a work sample to demonstrate professional-quality English to French and English to French translations of scientific and highly technical manuscripts. Completed translations will include comparative reading and final proofreading as well as incorporation of any revisions resulting from the comparative reading and proofreading</li> <li>• conduct English-French comparative reading, and proofreading of manuscripts, and process and incorporate author's alterations into manuscripts</li> </ul> <p>Evaluation Criteria:</p> <ul style="list-style-type: none"> <li>• A: Presentation: respect of original format</li> <li>• B: Quality of style</li> <li>• C: Plain language</li> <li>• D: Precision</li> <li>• E: Grammar</li> <li>• F: Syntax</li> <li>• G: Terminology</li> </ul>				
<b>Evaluation Criteria</b>	<b>0 points</b> Unsuitable	<b>1 point</b> Poor	<b>2 points</b> Acceptable	<b>3 points</b> Fully Satisfactory	<b>4 points</b> Superior
<b>A</b>	No regard to format	Poor format: more than five errors	Acceptable format: between three and five errors	Fully satisfactory quality: one or two errors	Error-free format
<b>B</b>	Unsuitable style	Poor overall style	Acceptable style	Fully satisfactory style	Superior style
<b>C</b>	Unsuitable use of plain language	Poor overall use of plain language	Acceptable use of plain language	Fully satisfactory use of plain language	Superior use of plain language
<b>D</b>	Unsuitable precision	Poor overall quality of precision	Acceptable quality of precision	Fully satisfactory quality of precision	Superior quality of precision
<b>E</b>	Unsuitable grammar	Poor overall grammar	Acceptable grammar	Fully satisfactory grammar	Superior grammar

<b>F</b>	Unsuitable quality of syntax	Poor overall quality of syntax	Acceptable quality of syntax	Fully satisfactory quality of syntax	Superior quality of syntax
<b>G</b>	Unsuitable quality of terminology	Poor overall quality of terminology	Acceptable quality of terminology	Fully satisfactory quality of terminology	Superior quality of terminology
<b>Total of points available for R2</b>	<b>0 points</b>	<b>7 points</b>	<b>14 points</b>	<b>21 points</b>	<b>28 points</b>

<b>R3</b>	<p>The Offeror must provide a detailed risk management plan explaining how specified deadlines will be met, per the definition of the requirement in Annex A, Statement of Work. The risk management plan shall:</p> <ul style="list-style-type: none"> <li>• Identify possible risks in not delivering the Work by the deadline;</li> <li>• Identify solutions in case identified risks arise;</li> <li>• Include the methodology for tracking and ensuring the timely delivery of Work;</li> <li>• Identify methods of mitigating risks;</li> <li>• Contain the following headings: Risk Identification, Risk Assessment, Risk Response, and Monitoring and Evaluation.</li> </ul>
<b>Evaluation grid for R3</b>	<p><b>Poor</b> – Vaguely described and/or not particularly clear; incomplete understanding of the requirement (<b>0 pts</b>)</p> <p><b>Fair</b> – Some detail provided but still weak; some understanding of the risks associated with the requirement (<b>2 pts</b>)</p> <p><b>Adequate</b> – Expanded description; conveys a basic understanding of the requirement (<b>5 pts</b>)</p> <p><b>Good</b> – Conveys a clear understanding of the requirement but some detail missing with regards to risk mitigation approaches (<b>8 pts</b>)</p> <p><b>Excellent</b> – Meets the requirements of the SOW; all concerns addressed thoroughly and risks are properly mitigated (<b>10 pts</b>)</p>
<b>Maximum of points available for R3</b>	<b>10 points</b>

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

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

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

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

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

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](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.

Solicitation No. - N° de l'invitation  
K4450-180543/A  
Client Ref. No. - N° de réf. du client  
K4450

Amd. No. - N° de la modif.  
File No. - N° du dossier  
504ZF.K4450-180543

Buyer ID - Id de l'acheteur  
504ZF  
CCC No./N° CCC - FMS No./N° VME

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### **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

#### **5.2.3.1 Canadian Content Certification**

This procurement is conditionally limited to Canadian services.

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

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

The Offeror certifies that:

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

#### **5.2.3.1.1**

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

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### 6.2 Financial Capability

SACC Manual clause [M9033T](#) (2011-05-16) Financial Capability

## 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 Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex E;
  - 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 must ensure through the [Contract Security Program](#) 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 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

### **7.3.2 Standing Offers Reporting**

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

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

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

The quarterly reporting periods are defined as follows:

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

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

## **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 issuance to March 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 four (4) periods, for one (1) additional year each, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

### **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 Delivery Points**

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

#### **7.5 Authorities**

##### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: France Cardinal  
Title: Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Professional Services Procurement Directorate  
Address: Terrasses de la Chaudière  
10 Wellington Street, 5<sup>th</sup> floor  
Gatineau, Quebec K1A 0S5  
Canada

Telephone: 613-720-9517  
Fax: 819-956-8303  
E-mail address: [france.cardinal@tpsgc-pwgsc.gc.ca](mailto:france.cardinal@tpsgc-pwgsc.gc.ca)

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

##### **7.5.2 Project Authority**

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

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

##### **7.5.3 Offeror's Representative**

*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 User authorized to make call-ups against the Standing Offer is: Canadian Environmental Assessment Agency.

## 7.8 Call-up Procedures

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

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

The responsive Offers have been ranked in ascending order based on highest combined rating of merit and price; the responsive Offer with the highest score being ranked first.

1. If and when the need arises, the Technical Authority and/or Project Authority will contact the Offeror appearing first in the list below, provided that Offeror's Standing Offer has sufficient available funds (see article 7.11 herein entitled "Financial Limitation - Total") and that the planned Work will not exceed the Offeror's volume capacity. Volume means number of words and/or number of hours offered as the Offeror's capacity and deemed responsive by Canada as part of the evaluation of the offers, for the Work awarded to the Offeror.

The Offeror's order of ranking is as follows:

- 1) *To be included at issuance of SO*
  - 2) *To be included at issuance of SO*
  - 3) *To be included at issuance of SO*
  - 4) *To be included at issuance of SO*
2. The Technical Authority and/or Project Authority will provide the Offeror with a description of the Work to be performed. Information should include:
    - a) The details of the services to be performed, within the scope of this Standing Offer including the source language (English or French);
    - b) The targeted language required (English or French);
    - c) Description of deliverables and reports to be submitted;
    - d) Schedule indicating completion dates for services and/or submission dates for deliverables and reports;
    - e) The firm all-inclusive per word rate from Annex "B" of the Standing Offer; the total value of the call-up; and
    - f) The authorizing signature of the Identified User.
  3. Should the said Offeror be unable to perform the requested Work due to unavailability, the Offeror must notify the Technical Authority and/or Project Authority, in writing, within two (2) hours of receiving the description of the Work to be performed or as indicated in the request. This process will then be repeated with the next Offeror in the order of ranking (from highest to lowest) until such time as an Offeror capable of fulfilling the requirement is found. Should no Offeror be able to provide the work requested, Canada reserves the right to procure the specified Work by other arrangements.
  4. Should the said Offeror be accepting the work, the Offeror must notify the Technical Authority and/or Project Authority, in writing, within two (2) hours of receiving the work description or as indicated in the request. If the Offeror confirms that it is accepting the work, the Offeror will submit to the Technical Authority and/or Project Authority, a proposal with an acknowledgement of the call-up and documents using the part to be filled by the Offeror on the PWGSC-TPSGC 942 Call-up Form (see the form in Annex G), including:

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

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

## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User using the duly completed form or their equivalents as identified in paragraphs 2 and 3 below.

1. Call-ups must be made by Identified Users' authorized representative under the Standing Offer and must be for services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. The following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes excluded).

## 7.11 Financial Limitation - Total

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

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

## 7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;

- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- e) the general conditions 2035 (2016-04-04) General Conditions - Higher Complexity - Services;
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Electronic Payment Instruments;
- i) Annex D, Standard Feedback/Evaluation Emails;
- j) Annex E, Security Requirement Check List
- k) Annex F, Standing Offer Reporting Requirements
- l) the Offeror's offer dated \_\_\_\_\_.

### **7.13 Certifications and Additional Information**

#### **7.13.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

#### **7.13.2 SACC Manual Clauses**

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

### **7.14 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_.

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

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

#### **7.2.2 Supplemental General Conditions**

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

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive.

#### **7.3.2 Delivery Date**

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

The bidder must complete the translation and the revision(s) in accordance with the deadline established by the work request. If deadline cannot be met, the bidder must notify the project authority immediately to discuss and establish a new deadline.

### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

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

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

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

#### **7.5.2 Limitation of Expenditure**

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

#### **7.5.3 Terms of Payment - Monthly Payment**

Solicitation No. - N° de l'invitation  
K4450-180543/A  
Client Ref. No. - N° de réf. du client  
K4450

Amd. No. - N° de la modif.  
File No. - N° du dossier  
504ZF.K4450-180543

Buyer ID - Id de l'acheteur  
504ZF  
CCC No./N° CCC - FMS No./N° VME

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

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

#### **7.5.4 SACC Manual Clauses**

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

#### **7.5.5 Electronic Payment of Invoices – Call-up**

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

- a. Direct Deposit (Domestic and International);

#### **7.5.6 Late Delivery of Work**

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

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

The Identified User will confirm in writing with the Contractor when such an adjustment must be made. The adjustment will apply to the entirety of the emailed work request for which the work is delivered late. Work delivered more than three (3) hours late will not be accepted and will instead be subject to section 7.8 Liquidated Damages below.

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

#### **7.5.7 Translation Errors**

Should the Work specified in the email request be delivered in an unsatisfactory manner as outlined in Section 9 – Quality Control of Annex A, Statement of Work, the following adjustment to the Offeror's proposed rates will apply:

#### **Administrative translations (streams A and D)**

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

Solicitation No. - N° de l'invitation  
K4450-180543/A  
Client Ref. No. - N° de réf. du client  
K4450

Amd. No. - N° de la modif.  
File No. - N° du dossier  
504ZF.K4450-180543

Buyer ID - Id de l'acheteur  
504ZF  
CCC No./N° CCC - FMS No./N° VME

Three (3) or more major errors and/or more than twenty (20) minor errors	90% and the work will be deemed unsatisfactory
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### Legal translations (streams B and E)

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

### Technical/Environmental Translation (streams C and F)

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

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

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

## 7.6 Invoicing Instructions

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

## 7.7 Insurance

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

## **7.8 Liquidated Damages**

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

In the event that a request for regular translation is delivered more than three (3) hours later than the deadline as stated in the emailed work request, the Contractor's work will not be accepted and CEAA will submit the work request to another qualified Offeror in the same work stream as an urgent translation request. The Contractor's regular translation rate will be subtracted from the replacement Offeror's urgent translation rate for the same type of translation, and the Contractor agrees to pay Canada liquidated damages in the amount calculated by multiplying the resulting rate by the amount of words to be translated as indicated in the emailed work request.

2. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
3. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

## ANNEX A

### STATEMENT OF WORK

#### 1. Requirement

In order to meet its obligations under the Official Languages Act, the Communications Policy of the Government of Canada and Treasury Board guidelines, the Canadian Environmental Assessment Agency (the Agency) requires urgent high-quality translations and revision of a number of reports to support the Minister and for publishing and posting on its Web site.

These documents include communications and briefing material, research and environmental assessment reports of a varied and technical nature prepared by academic, technical and scientific experts for the Agency. Outside resources are needed to meet tight deadlines or to meet peak demand. Consequently, the Agency needs highly qualified translators and revisers. The Agency frequently works under tight deadlines for the delivery of finished products that sometimes require jobs to be completed during evening hours and on weekends.

#### 2. Scope

Conduct, for the Canadian Environmental Assessment Agency, on an "as and when requested" basis, timely, urgent (as determined in the request) professional-quality English to French and French to English translation, English to French and French to English comparative reading, proofreading and writing for scientific and highly technical information products for various clients within the Agency.

These products may also include status reports, brochures, newsletters, fact sheets, bulletins and Web site texts.

The estimated number of words for translation is 10,000,000 over a five (5) year period, distributed in the following six (6) work streams:

Work stream A - English to French Administrative Translation  
Work stream B - English to French Legal Translation  
Work stream C - English to French Technical\Environmental Translation  
Work stream D - French to English Administrative Translation  
Work stream E - French to English Legal Translation  
Work stream F - French to English Technical\Environmental Translation

#### 3. Definitions

**Translation:** Texts translated from English to French or from French to English.

**Administrative Texts:** Documents whose subject matter are finance, policy, human resources, communications, IT, conferences, etc. Also referred to as "Current texts".

**Judicial body:** Institution of law (court of law, district court, tribunal, etc.)

**Legal Texts:** Documents that are legal decisions and/or contain legal content. This stream is mostly composed of decisions, but also includes other legal documents and documents of a more technical nature.

**Technical/Environmental Texts:** Documents of scientific nature, in the area of environment.

**Word:** A continuous series of letters set apart from other words by spaces.

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

**Urgent Translation:** A translation with a delivery period shorter than that of a regular translation, that is less than one day to translate 1,500 words.

**Normal Working Hours:** For the purpose of this Standing Offer, normal working hours are defined as Monday to Friday, 8:00 a.m. to 5:00 p.m., EST, with the exception of statutory holidays.

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

#### 4. Tasks

The Contractor will provide on an "as and when requested" basis, and not necessarily limited to:

- Receive and send by mail, electronic mail, facsimile and courier, paper and/or electronic documents of CEAA-related information products;
- Conduct professional-quality English to French translations of scientific and highly technical documents. Completed translations will include comparative reading and final proofreading as well as incorporation of any revisions resulting from the comparative reading and proofreading;
- Conduct English French comparative reading, and proofreading of manuscripts, and process and incorporate author's alterations into documents;
- Liaise with respect to deadlines and delivery on an ongoing basis with the Project Authority;
- Provide services on an as needed basis. It is understood and agreed that the volume of work is totally dependent upon the production of documents and the timeliness associated with client work undertaken by the Agency. The Contractor must respect the deadlines negotiated with the Project Authority at the beginning of each specific project. Given the nature of often urgent information product production, it is projected that up to 20% of the work may need some overnight or weekend action;

#### 5. Offeror's Team

**The Offeror must provide the services of individuals in the following categories as to perform the work:**

##### 5.1 Quality Assurance Personnel

Revisers must be translators certified (in translation from English to French or from French to English) by a provincial or territorial professional association affiliated with the Canadian Translators, Terminologists

and Interpreters Council (CTTIC). The Contractor must provide a copy of the membership cards as proof of their certification, and Canada may perform the necessary verifications to ensure that the proposed individuals are members in good standing, in accordance with CTTIC certification criteria.

Each reviser must be able to revise a minimum of 4000 words per day or more per reviser. Revisers must be available to work on frequent urgent projects and meet tight deadlines as specified in the request.

## 5.2 Translators

The Contractor must provide the services of a sufficient number of translators to produce the volume of work specified in section 2. The translations must be an exact rendering of the source text message in the target language. They must respect the spelling, grammar, syntax and usage of the target language, take the tone, style and terminology used by the author into consideration and ensure that the message is intelligible, which means clear, concise and tailored to the recipient.

Each translator must either

- hold a bachelor's degree in translation, communications, French literature or linguistics OR
- be a certified member of a Canadian provincial association of translators and interpreters

Each translator must be able to translate a minimum of 1500 words/day. Translators must be available to work on frequent urgent projects and meet tight deadlines as specified in the request

In a case where studies were completed in an institution outside Canada, only the Canadian equivalent granted by an institution accredited for ascertaining Canadian equivalencies will be accepted. These institutions include the credential assessment services of the federal and provincial governments, the International Credential Assessment Service of Canada, and others identified on the Citizenship and Immigration Canada website as recognized credential assessment services comparing degrees and diplomas to Canadian standards.\*

\* <http://cicic.ca/415/credential-assessment-services.canada>

## 6. Delivery of Work

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

## 7. Pick-up and Delivery Process

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

When electronic means are unavailable, the Contractor must deliver as soon as possible by messenger an electronic version on a USB key and an accompanying original paper copy of the translated, comparative readings, and proofreading of the manuscripts and author's alterations to the appropriate Project Authority. Facsimiles may be used in certain cases. Instructions for delivery will be provided by the Project Authority, in cases of electronic failure, on a case-by-case basis.

## 8. Software Applications

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

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

## 9. Quality Control

### 9.1 Quality Standards

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

- Use the appropriate style and language that accurately renders the message of the source text;
- Ensure that the Work contains standardized and consistent terminology;
- Take into account comments received;
- Deliver Work that is absent of errors. Errors include, but are not limited to:
  - Minor Errors:
    - Typos, Gallicisms, inaccuracies, grammatical errors
    - Lack of concision and clarity
    - Use of a term other than the term indicated in the terminological database to designate a concept that is of limited importance or that is defined in the text
    - Failure to respect generally recognized typographical rules
    - Minor failure to respect the format or layout of the source document (including font)
  - Major Errors:
    - Opposite meaning
    - Gibberish
    - Non-sense
    - Omission of a sentence, of part of sentence containing important details, of a date
    - Omission of a name, if this could create some confusion
    - Mistranslation that could have an impact (especially in a decision)
    - Errors in dates
    - Name misspelled
    - Highly inadequate research (that is to say, the research must be redone; quotes, terminology, etc.)
    - Flagrant failure to respect reference material
    - Major failure to respect the format or layout of the source document (the document needs a lengthy reformatting due to the loss of the format or failure to respect it)
- Deliver the Work in the application, format, style and layout of the source document as sent by the Translation Coordinator unless otherwise requested in the original email request.

- Use a virus detection and elimination system and agree to take the necessary measures to ensure the delivery of its translation in electronic media or systems free of viruses.
- Not add codes that are not already in the source document.
- Return all documentation supplied to the Translation Coordinator.

## 9.2 Error Levels

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

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

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

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

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

All Technical/Environmental Translation (streams C and F) shall contain no more than one (1) major error per 5,000 words and/or no more than two (2) minor errors per 400 words. For example:

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

## 10. Format and Layout

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

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

## 11. Inspection and Acceptance of the Work

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

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

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

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

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

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

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

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

## **12. Constraints**

### **12.1 Courier Fees**

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

**ANNEX B**

**BASIS OF PAYMENT**

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

**B.2 ALL-INCLUSIVE RATES**

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

**TRAVEL AND LIVING EXPENSES**

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

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

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

**B.3 OFFEROR ALL-INCLUSIVE SERVICE RATES FOR TRANSLATION**

For timely delivered and accepted Work:

**Initial Period (From date of issuance to March 31<sup>st</sup> 2019)**

	<b>Service</b>	<b>Type</b>	<b>Rate per Word</b>
<b>Stream A</b>	General and Administrative Translation	English to French	\$
	Urgent General and Administrative Translation	English to French	\$
<b>Stream B</b>	Legal Translation	English to French	\$
	Urgent Legal Translation	English to French	\$
<b>Stream C</b>	Technical\Environmental Translation	English to French	\$
	Urgent Technical\Environmental Translation	English To French	\$
<b>Stream D</b>	General and Administrative Translation	French to English	\$
	Urgent General and Administrative Translation	French to English	\$
<b>Stream E</b>	Legal Translation	French to English	\$
	Urgent Legal Translation	French to English	\$
<b>Stream F</b>	Technical\Environmental Translation	French to English	\$

	Urgent Technical\Environmental Translation	French to English	\$
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**Optional Period 1 (One [1] additional year)**

	Service	Type	Rate per Word
<b>Stream A</b>	General and Administrative Translation	English to French	\$
	Urgent General and Administrative Translation	English to French	\$
<b>Stream B</b>	Legal Translation	English to French	\$
	Urgent Legal Translation	English to French	\$
<b>Stream C</b>	Technical\Environmental Translation	English to French	\$
	Urgent Technical\Environmental Translation	English To French	\$
<b>Stream D</b>	General and Administrative Translation	French to English	\$
	Urgent General and Administrative Translation	French to English	\$
<b>Stream E</b>	Legal Translation	French to English	\$
	Urgent Legal Translation	French to English	\$
<b>Stream F</b>	Technical\Environmental Translation	French to English	\$
	Urgent Technical\Environmental Translation	French to English	\$

**Optional Period 2 (One [1] additional year)**

	Service	Type	Rate per Word
<b>Stream A</b>	General and Administrative Translation	English to French	\$
	Urgent General and Administrative Translation	English to French	\$
<b>Stream B</b>	Legal Translation	English to French	\$
	Urgent Legal Translation	English to French	\$
<b>Stream C</b>	Technical\Environmental Translation	English to French	\$
	Urgent Technical\Environmental Translation	English To French	\$
<b>Stream D</b>	General and Administrative Translation	French to English	\$
	Urgent General and Administrative Translation	French to English	\$
<b>Stream E</b>	Legal Translation	French to English	\$
	Urgent Legal Translation	French to English	\$

<b>Stream F</b>	Technical\Environmental Translation	French to English	\$
	Urgent Technical\Environmental Translation	French to English	\$

**Optional Period 3 (One [1] additional year)**

	<b>Service</b>	<b>Type</b>	<b>Rate per Word</b>
<b>Stream A</b>	General and Administrative Translation	English to French	\$
	Urgent General and Administrative Translation	English to French	\$
<b>Stream B</b>	Legal Translation	English to French	\$
	Urgent Legal Translation	English to French	\$
<b>Stream C</b>	Technical\Environmental Translation	English to French	\$
	Urgent Technical\Environmental Translation	English To French	\$
<b>Stream D</b>	General and Administrative Translation	French to English	\$
	Urgent General and Administrative Translation	French to English	\$
<b>Stream E</b>	Legal Translation	French to English	\$
	Urgent Legal Translation	French to English	\$
<b>Stream F</b>	Technical\Environmental Translation	French to English	\$
	Urgent Technical\Environmental Translation	French to English	\$

**Optional Period 4 (One [1] additional year)**

	<b>Service</b>	<b>Type</b>	<b>Rate per Word</b>
<b>Stream A</b>	General and Administrative Translation	English to French	\$
	Urgent General and Administrative Translation	English to French	\$
<b>Stream B</b>	Legal Translation	English to French	\$
	Urgent Legal Translation	English to French	\$
<b>Stream C</b>	Technical\Environmental Translation	English to French	\$
	Urgent Technical\Environmental Translation	English To French	\$
<b>Stream D</b>	General and Administrative Translation	French to English	\$

	Urgent General and Administrative Translation	French to English	\$
<b>Stream E</b>	Legal Translation	French to English	\$
	Urgent Legal Translation	French to English	\$
<b>Stream F</b>	Technical\Environmental Translation	French to English	\$
	Urgent Technical\Environmental Translation	French to English	\$

### Late Delivery of Work

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

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

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

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

### Translation Errors

Should the Work specified in the email request be delivered in an unsatisfactory manner as outlined in Section 9 – Quality Control of Annex A, Statement of Work, the following adjustment to the Offeror's proposed rates will apply:

#### Administrative translations (streams A and D)

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

#### Legal translations (streams B and E)

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

**Technical\Environmental translations (streams C and F)**

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

The Identified User will confirm in writing with the Contractor when such an adjustment must be made. The adjustment will apply to the entirety of the emailed work request for which the work is delivered late. Any work delivered more than three (3) hours late will be refused and subject to section 7.8 Liquidated damages.

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

Solicitation No. - N° de l'invitation  
K4450-180543/A  
Client Ref. No. - N° de réf. du client  
K4450

Amd. No. - N° de la modif.  
File No. - N° du dossier  
504ZF.K4450-180543

Buyer ID - Id de l'acheteur  
504ZF  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX C**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

( ) Direct Deposit (Domestic and International)

## ANNEX D

### STANDARD FEEDBACK/EVALUATION EMAILS

(This template may be updated during Standing Offer period)

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

#### 2. Unsatisfactory translation

##### 1. SATISFACTORY TRANSLATION

###### a) **Excellent translation**

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

###### b) **Satisfactory translation**

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

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

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

##### 2. UNSATISFACTORY TRANSLATION

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

### RATING SCALE – SUPPLIERS (TRANSLATION)

UNSATISFACTORY TRANSLATION	
<b>Two major errors per 2,000 words</b> (administrative translations)	
<b>Two major errors per 5,000 words</b> (legal translations, Technical\Environmental Translation)	
<b>More than three minor errors per 400 words</b>	

Solicitation No. - N° de l'invitation  
K4450-180543/A  
Client Ref. No. - N° de réf. du client  
K4450

Amd. No. - N° de la modif.  
File No. - N° du dossier  
504ZF.K4450-180543

Buyer ID - Id de l'acheteur  
504ZF  
CCC No./N° CCC - FMS No./N° VME

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<p>(administrative translations)</p> <p><b>More than two minor errors per 400 words</b> (legal translations, Technical\Environmental Translation)</p>	
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Solicitation No. - N° de l'invitation  
K4450-180543/A  
Client Ref. No. - N° de réf. du client  
K4450

Amd. No. - N° de la modif.  
File No. - N° du dossier  
504ZF.K4450-180543

Buyer ID - Id de l'acheteur  
504ZF  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX E**

### **SECURITY REQUIREMENTS CHECK LIST**

Solicitation No. - N° de l'invitation  
K4450-180543/A  
Client Ref. No. - N° de réf. du client  
K4450

Amd. No. - N° de la modif.  
File No. - N° du dossier  
504ZF.K4450-180543

Buyer ID - Id de l'acheteur  
504ZF  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX F**

### **STANDING OFFER REPORTING REQUIREMENTS**

**Quarterly reports must contain the following information:**

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

Solicitation No. - N° de l'invitation  
K4450-180543/A  
Client Ref. No. - N° de réf. du client  
K4450

Amd. No. - N° de la modif.  
File No. - N° du dossier  
504ZF.K4450-180543

Buyer ID - Id de l'acheteur  
504ZF  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX G**

### **PWGSC-TPSGC 942 Call-up Form**

**ANNEX H**  
**FINANCIAL EVALUATION EXAMPLE (for one offeror)**

Initial Period ( )						
	Service	Type	Rate/ Word	Weight %	Weighted Cost/Word	Weighted cost/word per stream
Stream A	General and Administrative Translation	English to French	\$ 0.25	90%	\$ 0.230	\$0.260
	Urgent General and Administrative Translation	English to French	\$ 0.30	10%	\$ 0.030	
Stream B	Legal Translation	English to French	\$ 0.30	90%	\$ 0.270	\$0.310
	Urgent Legal Translation	English to French	\$ 0.40	10%	\$ 0.040	
Stream C	Technical\Environmental Translation	English to French	\$ 0.28	90%	\$ 0.250	\$0.280
	Urgent Technical\Environmental Translation	English to French	\$ 0.30	10%	\$ 0.030	
Stream D	General and Administrative Translation	French to English	\$ 0.25	90%	\$ 0.270	\$0.260
	Urgent General and Administrative Translation	French to English	\$ 0.30	10%	\$ 0.040	
Stream E	Legal Translation	French to English	\$ 0.30	90%	\$ 0.230	\$0.310
	Urgent Legal Translation	French to English	\$ 0.40	10%	\$ 0.030	
Stream F	Technical\Environmental Translation	French to English	\$ 0.28	90%	\$ 0.250	\$0.280
	Urgent Technical\Environmental Translation	French to English	\$ 0.30	10%	\$ 0.030	

Option Period 1 ( )						
	Service	Type	Rate/ Word	Weight %	Weighted Cost/Word	Weighted cost/word per stream
Stream A	General and Administrative Translation	English to French	\$ 0.25	90%	\$ 0.230	\$0.260
	Urgent General and Administrative Translation	English to French	\$ 0.30	10%	\$ 0.030	
Stream B	Legal Translation	English to French	\$ 0.30	90%	\$ 0.270	\$0.310
	Urgent Legal Translation	English to French	\$ 0.40	10%	\$ 0.040	
Stream C	Technical\Environmental Translation	English to French	\$ 0.28	90%	\$ 0.250	\$0.280
	Urgent Technical\Environmental Translation	English to French	\$ 0.30	10%	\$ 0.030	
Stream D	General and Administrative Translation	French to English	\$ 0.25	90%	\$ 0.270	\$0.260
	Urgent General and Administrative Translation	French to English	\$ 0.30	10%	\$ 0.040	
Stream E	Legal Translation	French to English	\$ 0.30	90%	\$ 0.230	\$0.310
	Urgent Legal Translation	French to English	\$ 0.40	10%	\$ 0.030	
Stream F	Technical\Environmental Translation	French to English	\$ 0.28	90%	\$ 0.250	\$0.280
	Urgent Technical\Environmental	French to English	\$ 0.30	10%	\$ 0.030	

	Translation				
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Option Period 2 ( )						
	Service	Type	Rate/Word	Weight %	Weighted Cost/Word	Weighted cost/word per stream
Stream A	General and Administrative Translation	English to French	\$ 0.25	90%	\$ 0.230	\$0.260
	Urgent General and Administrative Translation	English to French	\$ 0.30	10%	\$ 0.030	
Stream B	Legal Translation	English to French	\$ 0.31	90%	\$ 0.280	\$0.320
	Urgent Legal Translation	English to French	\$ 0.41	10%	\$ 0.041	
Stream C	Technical\Environmental Translation	English to French	\$ 0.29	90%	\$ 0.260	\$0.290
	Urgent Technical\Environmental Translation	English to French	\$ 0.31	10%	\$ 0.031	
Stream D	General and Administrative Translation	French to English	\$ 0.25	90%	\$ 0.230	\$0.260
	Urgent General and Administrative Translation	French to English	\$ 0.30	10%	\$ 0.030	
Stream E	Legal Translation	French to English	\$ 0.31	90%	\$ 0.280	\$0.320
	Urgent Legal Translation	French to English	\$ 0.41	10%	\$ 0.041	
Stream F	Technical\Environmental Translation	French to English	\$ 0.29	90%	\$ 0.260	\$0.290
	Urgent Technical\Environmental Translation	French to English	\$ 0.31	10%	\$ 0.031	

Option Period 3 ( )						
	Service	Type	Rate/Word	Weight %	Weighted Cost/Word	Weighted cost/word per stream
Stream A	General and Administrative Translation	English to French	\$ 0.25	90%	\$ 0.230	\$0.260
	Urgent General and Administrative Translation	English to French	\$ 0.30	10%	\$ 0.030	
Stream B	Legal Translation	English to French	\$ 0.31	90%	\$ 0.280	\$0.320
	Urgent Legal Translation	English to French	\$ 0.41	10%	\$ 0.041	
Stream C	Technical\Environmental Translation	English to French	\$ 0.29	90%	\$ 0.260	\$0.290
	Urgent Technical\Environmental Translation	English to French	\$ 0.31	10%	\$ 0.031	
Stream D	General and Administrative Translation	French to English	\$ 0.25	90%	\$ 0.230	\$0.260
	Urgent General and Administrative Translation	French to English	\$ 0.30	10%	\$ 0.030	
Stream E	Legal Translation	French to English	\$ 0.31	90%	\$ 0.280	\$0.320
	Urgent Legal Translation	French to English	\$ 0.41	10%	\$ 0.041	
Stream F	Technical\Environmental Translation	French to English	\$ 0.29	90%	\$ 0.260	\$0.290
	Urgent Technical\Environmental Translation	French to English	\$ 0.31	10%	\$ 0.031	

Option Period 4 ( )						
	Service	Type	Rate/Word	Weight %	Weighted Cost/Word	Weighted cost/word per stream
Stream A	General and Administrative Translation	English to French	\$ 0.25	90%	\$ 0.230	\$0.260
	Urgent General and Administrative Translation	English to French	\$ 0.30	10%	\$ 0.030	
Stream B	Legal Translation	English to French	\$ 0.32	90%	\$ 0.290	\$0.330
	Urgent Legal Translation	English to French	\$ 0.42	10%	\$ 0.042	
Stream C	Technical\Environmental Translation	English to French	\$ 0.30	90%	\$ 0.270	\$0.300
	Urgent Technical\Environmental Translation	English to French	\$ 0.32	10%	\$ 0.032	
Stream D	General and Administrative Translation	French to English	\$ 0.25	90%	\$ 0.230	\$0.260
	Urgent General and Administrative Translation	French to English	\$ 0.30	10%	\$ 0.030	
Stream E	Legal Translation	French to English	\$ 0.32	90%	\$ 0.290	\$0.330
	Urgent Legal Translation	French to English	\$ 0.42	10%	\$ 0.042	
Stream F	Technical\Environmental Translation	French to English	\$ 0.30	90%	\$ 0.270	\$0.300
	Urgent Technical\Environmental Translation	French to English	\$ 0.32	10%	\$ 0.032	

Solicitation No. - N° de l'invitation  
K4450-180543/A  
Client Ref. No. - N° de réf. du client  
K4450

Amd. No. - N° de la modif.  
File No. - N° du dossier  
504ZF.K4450-180543

Buyer ID - Id de l'acheteur  
504ZF  
CCC No./N° CCC - FMS No./N° VME

<b>Total (Initial Contract Period, Option Period 1, Option Period 2, Option 3, Option 4)</b>						
	<b>Service</b>	<b>Type</b>	<b>Rate/ Word</b>	<b>Weight %</b>	<b>Average Weighted Cost/Word</b>	<b>Total weighted cost/word per stream</b>
<b>Stream A</b>	General and Administrative Translation	English to French	\$ 0.25	90%	\$ 0.230	\$0.260
	Urgent General and Administrative Translation	English to French	\$ 0.30	10%	\$ 0.030	
<b>Stream B</b>	Legal Translation	English to French	\$ 0.31	90%	\$ 0.280	\$0.320
	Urgent Legal Translation	English to French	\$ 0.41	10%	\$ 0.041	
<b>Stream C</b>	Technical\Environmental Translation	English to French	\$ 0.29	90%	\$ 0.260	\$0.290
	Urgent Technical\Environmental Translation	English to French	\$ 0.31	10%	\$ 0.031	
<b>Stream D</b>	General and Administrative Translation	French to English	\$ 0.25	90%	\$ 0.230	\$0.260
	Urgent General and Administrative Translation	French to English	\$ 0.30	10%	\$ 0.030	
<b>Stream E</b>	Legal Translation	French to English	\$ 0.31	90%	\$ 0.280	\$0.320
	Urgent Legal Translation	French to English	\$ 0.41	10%	\$ 0.041	
<b>Stream F</b>	Technical\Environmental Translation	French to English	\$ 0.29	90%	\$ 0.260	\$0.290
	Urgent Technical\Environmental Translation	French to English	\$ 0.31	10%	\$ 0.031	
<b>Total weighted evaluated cost for this bidder: (A+B+C+D+E+F) / 6 =</b>						<b>\$0.290</b>



Government of Canada

Gouvernement du Canada



Contract Number / Numéro du contrat K4450-18-0543
Security Classification / Classification de sécurité Unclassified

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

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Agence canadienne d'évaluation Ministère ou organisme gouvernemental d'origine environnementale	2. Branch or Directorate / Direction générale ou Direction Direction des communications	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant ACEE, 160, rue Elgin, 22e étage, Ottawa (Ontario) K1A 0H3	
4. Brief Description of Work / Brève description du travail Provide English-French, French-English translation, revision and editing services to the Canadian Environmental Assessment Agency		
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 <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input 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"/> Specify country(ies): / Préciser le(s) pays: Canada	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A <input type="checkbox"/> PROTÉGÉ A	NATO UNCLASSIFIED <input type="checkbox"/> NATO NON CLASSIFIÉ	PROTECTED A <input type="checkbox"/> PROTÉGÉ A
PROTECTED B <input type="checkbox"/> PROTÉGÉ B	NATO RESTRICTED <input type="checkbox"/> NATO DIFFUSION RESTREINTE	PROTECTED B <input type="checkbox"/> PROTÉGÉ B
PROTECTED C <input type="checkbox"/> PROTÉGÉ C	NATO CONFIDENTIAL <input type="checkbox"/> NATO CONFIDENTIEL	PROTECTED C <input type="checkbox"/> PROTÉGÉ C
CONFIDENTIAL <input type="checkbox"/> CONFIDENTIEL	NATO SECRET <input type="checkbox"/> NATO SECRET	CONFIDENTIAL <input type="checkbox"/> CONFIDENTIEL
SECRET <input type="checkbox"/> SECRET	COSMIC TOP SECRET <input type="checkbox"/> COSMIC TRÈS SECRET	SECRET <input type="checkbox"/> SECRET
TOP SECRET <input type="checkbox"/> TRÈS SECRET		TOP SECRET <input type="checkbox"/> TRÈS SECRET
TOP SECRET (SIGINT) <input type="checkbox"/> TRÈS SECRET (SIGINT)		TOP SECRET (SIGINT) <input type="checkbox"/> TRÈS SECRET (SIGINT)



Contract Number / Numéro du contrat K4450-18-0543
Security Classification / Classification de sécurité Unclassified

**PART A (continued) / PARTIE A (suite)**

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>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?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			A	B	C	CONFIDENTIEL		TRÈS SECRET	
Information / Assets / Renseignements / Biens / Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

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

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

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

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