100018542 Amd. No. - N° de la modif.

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# Request for Standing Offer (RFSO) Demande D'offres à Commandes (DOC)

# Proposal To: Employment Social Development Canada (ESDC)

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

# Proposition aux: Emploi et Développement social Canada (EDSC)

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

Vendor/Firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office – Bureau de distribution Employment Social Development Canada (ESDC), Contracting and Procurement 140 Promenade du Portage Gatineau, Quebec K1A OJ9

(type or print)-

Signature

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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Vendor/firm Name and address				
Raison sociale et adresse du fournisseur/de l'entrepreneur				
Facsimile No. – N° de télécopie	ur			
Telephone No. – N° de téléphone				
Name and title of person authorized to sign on behalf of Vendor/firm				

Nom et titre de la personne autorisée à signer au nom du fournisseur/de

Date

l'entrepreneur (taper ou écrire en caractères d'imprimerie)

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#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO:
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment and the Security Requirement Check List (SRCL).

## 1.2 Summary

#### 1.2.1 Objectives

Employment and Social Development Canada has a requirement to establish Standing Offers for the provision of translation, source text editing and comparative editing services, on an "as and when requested" basis for documents that are administrative and/or legal in nature.

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

# 1.2.2 Duration of the Standing Offer and its options

The proposed Standing Offer consists of a 24 month initial period as of the day of issuance, with 2 option periods of 12 months each.

## 1.2.3 Maximum Number of Standing Offers

It is expected that up to six (6) responsive offerors will be issued a Standing Offer further to the RFSO.

## 1.2.4 Comprehensive Land Claims Agreements (CLCAs)

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

## 1.3 Trade Agreements

The requirement is subject to the provisions of the following trade agreement:

The Canadian Free Trade Agreement (CFTA)

## 1.4 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 <a href="Contract Security Program">Contract Security Program</a> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

#### 1.5 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 or by telephone.

## 1.6 Language-of-Work Considerations

The Offerors must respect work environments subjected to the List of Bilingual Regions of Canada for Language-of-Work Purposes (<a href="https://www.canada.ca/en/treasury-board-secretariat/services/values-ethics/official-languages/list-bilingual-regions-canada-language-of-work-purposes.html">https://www.canada.ca/en/treasury-board-secretariat/services/values-ethics/official-languages/list-bilingual-regions-canada-language-of-work-purposes.html</a>).

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

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

The <u>2006</u> (2022-03-29) 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 <u>2006</u>, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

#### 2.2 Submission of Offers

Offers must be received by ESDC by the date, time and e-mail address indicated on page 1 of the RFSO

#### 2.3 Former Public Servant

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

#### **Definitions**

For the purposes of this clause,

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

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

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

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

## Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 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.

#### 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to nc-solicitations-gd@hrsdc-rhdcc.gc.ca <u>no later than 5</u> <u>calendar days</u> 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.

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's <a href="Buy and Sell">Buy and Sell</a> website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

#### PART 3 - OFFER PREPARATION INSTRUCTIONS

## 3.1 Offer Preparation Instructions

Due to the nature of the RFSO, offers transmitted by epost Connect service and by facsimile will not be accepted.

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

Section I: Technical Offer (1 soft copy)

Section II: Financial Offer (1 soft copy)

Section III: Certifications (1 soft copy)

Section IV: Additional Information (1 soft copy)

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) size;
- (b) use a numbering system that corresponds to the RFSO.

#### Section I: Technical Offer

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

## Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

## Section III: Certifications

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

# Section IV: Additional Information

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

- **3.1.2.1** As indicated in Part 6 under Security Requirements, the Offeror must provide the names and security numbers for all individuals who will require access to classified or protected information, assets or sensitive work sites.
- **3.1.2.2** The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 Security, Financial and Other Requirements.

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

#### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

#### 4.1.1.1 Mandatory Technical Criteria

The Mandatory Technical Criteria are described in Attachment 4.1.

#### 4.1.1.2 Point Rated Technical Criteria

Point Rated Technical Criteria are described in Attachment 4.2.

#### 4.1.2 Financial Evaluation

#### 4.1.2.1 Calculation of total Offer Price

For bid evaluation and offeror selection purposes only, the sum of each work stream will constitute the total offer price and will be conducted using the Annex B – Basis of Payment completed by the Offeror.

#### 4.1.2.2

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

#### 4.2 Basis of Selection

## 4.2.1 Basis of Selection – Lowest price per Point

- 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 and financial evaluation criteria; and
  - c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.
- 2. Offers not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive offer that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive offer with the lowest evaluated price per point will be recommended for issuance of a standing offer.

## **ATTACHEMENT 4.1 MANDATORY CRITERIA**

# **Mandatory Technical Criteria**

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

Bids which fail to meet the mandatory technical criteria will be declared non-responsive and will not be evaluated further. Each mandatory technical criterion should be addressed separately.

	Mandatory Technical Criteria (MT)	Met/ Not Met	Cross Reference to Proposal
	Offeror's Experience in the provision of translation and editing services in both official languages		
	At the time of bid closing, the Offeror must demonstrate 36 months of experience in these services, within the last 60 months from RFSO closing date.  The translation must have been performed from English to French, and must have been on a subject related to public administration (such as human resources, information technology, budgetary and		
	financial management, information management, communications, and management operations).		
MT1	To demonstrate its experience, the Offeror <b>must</b> provide the following information:		
	a) The name of the client organization(s) to whom the translation services were provided; and		
	b) A description of the texts translated clearly indicating the following:		
	i. the period during which the translation services were provided, specifying from (month/year) to (month/year);		
	ii. the subject matter; and		
	iii. the source and target languages.		
	Offeror's Experience in the provision of translation and editing services in both official languages		
MT2	The Offeror <b>must</b> demonstrate 36 months of experience in these services, within the last 60 months from RFSO closing date.		
	The translation <b>must</b> have been performed from English to French, and <b>must</b> have been on a subject		

	related to documents containing legal content (legal decisions and/or other legal documents such as legal advice).	
	To demonstrate its experience, the Offeror must provide the following information:	
	a) The name of the client organization(s) to whom the translation services were provided; and	
	b) A description of the texts translated clearly indicating the following:	
	i. the period during which the translation services were provided, specifying from (month/year) to (month/year);	
	ii. the subject matter; and	
	iii. the source and target languages.	
	Offeror's Experience in the provision of translation and editing services in both official languages	
	The Offeror <b>must</b> demonstrate 36 months of experience in these services, within the last 60 months from RFSO closing date.	
	The translation <b>must</b> have been performed from French to English, and <b>must</b> have been on a subject related to public administration (such as human resources, information technology, budgetary and financial management, information management, communications, and management operations).	
МТЗ	To demonstrate its experience, the Offeror <b>must</b> provide the following information:	
	a) The name of the client organization(s) to whom the translation services were provided; and	
	b) A description of the texts translated clearly indicating the following:	
	i. the period during which the translation services were provided, specifying from (month/year) to (month/year);	
	ii. the subject matter; and	
	iii. the source and target languages.	
MT4	Offeror's Experience in the provision of translation and editing services in both official languages	
	The Offeror <b>must</b> demonstrate 36 months of	

	experience in these services, within the last 60 months from RFSO closing date
	The translation must have been performed from French to English, and <b>must</b> have been on a subject related to documents containing legal content (legal decisions and/or other legal documents such as legal advice).
	To demonstrate its experience, the Offeror <b>must</b> provide the following information:
	a) The name of the client organization(s) to whom the translation services were provided; and
	b) A description of the texts translated clearly indicating the following:
	i. the period during which the translation services were provided, specifying from (month/year) to (month/year);
	ii. the subject matter; and
	iii. The source and target languages.
	Resource Experience - Coordinator
	The Bidder <b>must</b> provide the services of one (1) Coordinator.
	The Coordinator <b>must</b> demonstrate 36 months of experience within the last 60 months from RFSO closing date in the coordination of translation services and have completed a minimum of 3 tasks described in Annex A - Statement of Work, section 14.1 - Coordinator.
МТ5	To demonstrate the experience, the Offeror <b>must</b> provide for the Coordinator the following information:
	a) the name of the client organization(s) to whom the services of the proposed Coordinator were provided;
	b) the period during which these services were provided, specifying from (month/year) to (month/year); and
	c) a description of the tasks completed by the proposed Coordinator.
	Quality Assurance Plan
	The Offeror must provide a detailed quality
МТ6	assurance plan demonstrating their ability to provide
	quality translation and meet deadlines in accordance with the statement of work. The plan <b>must</b> :
	Provide an organizational chart, if applicable;

	<ul> <li>Identify each step of the quality assurance process, from planning to delivery;</li> <li>Describe how the plan is applied on a day-to-day basis by the Offeror; and</li> <li>Describe what steps are taken when the translation quality is deemed unsatisfactory by the client.</li> </ul>	
MT7	Risk Management Plan  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 must:  Identify possible risks in not delivering the work by the deadline;  Identify solutions in case identified risks arise;  Include the methodology for tracking and ensuring timely delivery of work;  Identify methods of mitigating risks; and  Contain the following headings: Risk Identification, Risk Assessment, Risk Response, and Monitoring and Evaluation.	

# **ATTACHEMENT 4.2 POINT RATED CRITERIA**

# **Point Rated Technical Criteria**

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

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

For the purpose of the point rated technical criteria specified below, the experience of the Bidder will be considered.

Point Rated Technical Criteria (RTC) The Bidder's Proposed Resources		Rating Points	Cross Reference to Proposal
RTC1	The Offeror should demonstrate its additional experience in the provision of translation services over and above MT1.  >36 to 40 months = 10 points > 40 to 45 months = 15 points > 45 to 50 months = 20 points > 50 to 60 months = 25 points	/ 25	
RTC2	The Offeror should demonstrate its additional experience in the provision of translation services over and above MT2.  >36 to 40 months = 10 points > 40 to 45 months = 15 points > 45 to 50 months = 20 points > 50 to 60 months = 25 points	/ 25	
RTC3	The Offeror should demonstrate its additional experience in the provision of translation services over and above MT3.  >36 to 40 months = 10 points > 40 to 45 months = 15 points > 45 to 50 months = 20 points > 50 to 60 months = 25 points	/25	

RTC4	The Offeror should demonstrate its additional experience in the provision of translation services over and above MT4.  >36 to 40 months = 10 points  > 40 to 45 months = 15 points  > 45 to 50 months = 20 points  > 50 to 60 months = 25 points	/25	
RTC5	The Offeror should provide proof of certification under national standard CAN/CGSB-131.10-2008, Translation Services.  No certification = 0 points CGSB certification = 15 Points	/15	
	m required points – 80 points aximum points available – 115 points	/115	

#### 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 offeror 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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), 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 section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (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 <a href="Employment and Social Development Canada (ESDC)">Employment and Social Development Canada (ESDC)</a> - Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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

## 5.2.3.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

## 5.3 Security Requirements – Required Documentation

In accordance with the requirements of the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html), the Offeror must provide a completed Contract Security Program <a href="Application for Registration (AFR">Application for Registration (AFR)</a> form to be given further consideration in the procurement process.

Offerors are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, offerors who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Offeror in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Offeror will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Offeror fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

#### **PART 6 - SECURITY**

# 6.1 Security Requirements

- 1. Before award of the Standing Offers, the following conditions must be met:
  - the Offeror must hold a valid organization security clearance as indicated in Part 7A -Standing Offer;
  - the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicate in Part 7A
     Standing Offer;
  - (c) the Offeror must provide the name and security clearance number 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 <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

#### 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.

# SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 100018542

- 1. The Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), and obtain approved Document Safeguarding Capability at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 2. The Offeror personnel requiring access to PROTECTED information, assets, or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- 3. The Offeror MUST NOT utilize its facilities to process, produce, or store PROTECTED information or assets until the CSP, PWGSC has issued written approval.
- 4. The offeror MUST NOT utilize its Information Technology systems to electronically process, produce, or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
- 5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 6. The Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - (b) Contract Security Manual (Latest Edition)

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

**7.2.2.3** 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

**7.2.2.4** The Company Security Officer must ensure through the <u>Contract Security Program</u> 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 <a href="Standard Acquisition Clauses and Conditions Manual">Standard Acquisition Clauses and Conditions Manual</a> (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

<u>2005</u> (2022-01-28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### 7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada.

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

The data must be submitted to the Standing Offer Authority no later than 10 calendar days after the end of the reporting period.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

Each report must contain the following information for each validly issued call-up (as amended):

- the Call-up number and the Call-up Revision number(s), if applicable;
- a brief description of services for each call-up;
- the total estimated cost specified in the validly issued of each call-up, exclusive of Applicable Taxes;
- the start and completion date for each call-up; and
- the active status of each call-up (e.g., indicate whether work is in progress or if Canada has cancelled)

Each report must also contain the following cumulative information for all the validly issued call-up (as amended):

 the total amount, exclusive of Applicable Taxes, expended to date against all validly issued call-up.

## 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 the date of issuance of the Standing Offer to 24 months inclusive.

#### 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 two (2) additional 12 month periods, from the last day of the period preceding the extension 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 <u>at least 20 calendar days</u> 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.

#### 7.5 Authorities

# 7.5.1 Standing Offer Authority

Name:	
Title:	
Employment and Social Development Canada	
F-mail address	

The Standing Offer Authority is: (to be provided at time of award)

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 standing offer 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

The Offeror's Representative is: (to be provided at time of award)

Name:	
Title:	
E-mail address:	
Phone:	

#### 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 offeror has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

#### 7.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer imply representatives from Employment and Social Development Canada, as per listed in Schedules I, I.1, II, III, of the <u>Financial Administration Act</u>, R.S.C., 1985, c. F-11.

#### 7.8 Call-up Procedures

Allocation of work to the Offeror will 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:

- a) Identified Users can issue call-ups in accordance with the Government Contract Regulations, paragraph 6(b)(iv) (current value of \$40,000 including applicable taxes) directly to a qualified offeror.
- (b) When the estimated value of the total need is over the limit mentioned in the Government Contract Regulations, paragraph 6(b) (iv), the call-ups will be allocated to Offerors on a proportional basis. The proportional basis will be managed by the standing offer authority and will be made according to the order mentioned in article **7.8.1**

#### 7.8.1 Proportional Basis

	Name of Offeror	Allocation (%)
1st ranked		30%
2 <sup>nd</sup> ranked		25%
3 <sup>rd</sup> ranked		18%
4 <sup>th</sup> ranked		12%
5 <sup>th</sup> ranked		10%
6 <sup>th</sup> ranked		5%

# 7.9 Call-Up Instrument

#### 7.9.1 Payment by Acquisition Card

The Acquisition card is meant for low-dollar value requirements per order, i.e. valued at less than \$40,000.00 (tax included) and not to exceed individual acquisition card transaction limit.

#### 7.9.2 Call-up against a Standing Offer

For any order valued at \$40,000.00 and above, Identified Users will use the following form:

PWGSC-TPSGC 942 Call-up Against a Standing Offer;

Call-ups must be made by Identified Users' authorized representatives 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.

## 7.10 Limitation of Call-ups

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

# 7.11 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 <u>2005</u> (2022-01-28), General Conditions Standing Offers Goods or Services;
- d) the general conditions <u>2010B</u> (2022-01-28), General Conditions Professional services (medium complexity)
- e) Annex A, Statement of Work, including any appendix;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) the Offeror's offer dated \_\_\_\_\_. (to be included at time of award).

#### 7.12 Certifications and Additional Information

#### 7.12.1 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.

#### 7.12.2 SACC Manual Clauses

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

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

# 7.13 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.

# 7.14 Competencies of Replacement Staff

Throughout the duration of the standing offer, the Offeror must provide replacement resource(s) – coordinators, translators and revisers in accordance with the minimum qualifications set out in Annex A.

## 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 offeror must perform the Work described in the call-up against the Standing Offer.

#### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

<u>2010B</u> (2022-01-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### 7.3 Term of Contract

#### 7.3.1 Period of the Contract

The work is to be performed in accordance within the period identified in the call-up against the Standing Offer.

## 7.3.2 Delivery Date

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

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

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the offeror has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

# 7.5 Payment

#### 7.5.1 Basis of Payment

The offeror will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex B.

## 7.5.2 Limitation of Expenditure

- 1. Canada's total liability to the offeror under the Contract must not exceed total value of the call-up against the Standing Offer. 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 offerorunless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The offeror 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 offeror must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the offeror 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 offeror must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the offeror does not increase Canada's liability.

# 7.5.3 Method of Payment

H1000C (2008-05-12), Single Payment

Canada will pay the offeror upon completion and delivery of the Work 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 delivered has been accepted by Canada.

#### 7.6 Invoicing Instructions

 The offeror 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.

Invoices must be distributed as follows:

a. One (1) copy must be forwarded to the Project Authority identified in call-up against the Standing Offer.

## 7.7 Insurance Requirements

G1005C (2016-01-28) Insurance – No Specific Requirement

#### 7.8 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

#### ANNEX "A"

#### STATEMENT OF WORK

#### 1. TITLE

Standing Offers for the provisions of Translation, Source Text Editing and Comparative Editing.

## 2. OBJECTIVE

Employment and Social Development Canada has a requirement for translation and editing services on an "as and when requested" basis for documents that are administrative and/or legal in nature.

#### 3. **DEFINITIONS**

- **a) Translation:** Rewriting a text in another language, while respecting the meaning, the tone, style and terminology used by the author and the grammar rules of the target language.
- **b)** Source text editing: Reviewing a text in its original language to correct grammar, spelling, usage and typography, to make basic stylistic improvements, fix unclear or illogical sentences or paragraphs, and to check the accuracy and consistency of terminology.
- **c)** Comparative editing: Comparing a translation with the original text to ensure consistency in content, terminology, tone and style, as well as to correct spelling, grammar, usage and typography of the translated text only.
- **d)** Administrative Texts: Documents whose subject matter are finance, policy, labour, income security, human resources, communications, IT, conferences, and policy research including tables, graphics and illustrations etc.
- e) 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.
- f) Word: A continuous series of letters set apart from other words by spaces.
- **g)** Regular working hours: For the purpose of this Standing Offer, regular working hours are defined as Monday to Friday, 7:00 a.m. to 6:00 p.m. (Eastern (Standard / Daylight) Time), with the exception of statutory holidays.
- h) Outside regular working hours: For the purpose of this Standing Offer, work to be performed outside the regular working hours, namely from 6:00 p.m. to 7:00 a.m. (Eastern (Standard / Daylight) Time) from Monday to Friday, on weekends and on statutory holidays.
- i) 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 (except Quebec), National Day for Truth and Reconciliation, Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.
- j) Regular Translation: A translation with a delivery period allowing completion of the Work during regular working hours, based on a production rate of 2,000 words translated per day
- **k) Urgent Translation:** A translation with a delivery period shorter than that of a regular translation, that is less than one day to translate 2,000 words.
- I) Regular Source Text and Comparative Editing: A revision with a delivery period allowing completion of the work during regular working hours, based on a production rate of 7,500 words reviewed per day.
- m) Urgent Source Text and Comparative Editing: A revision with a delivery period shorter than that of a regular source text and comparative editing, that is less than one day to revise 7,500 words reviewed per day.

- n) Translation Coordinator: Generally understood to be the Client Services Manager of the different Linguistic Services Directorates of ESDC or the manager's delegated representative within the Administrative Team.
- o) Reviser: The person revising and proofreading translated text to ensure that all typing errors, grammatical, terminology, semantics and syntax errors are corrected. The tone of the translated text should be equivalent to the tone used in the original version.

#### 4. REQUIRED CAPACITY

Given that the services are required on an "as and when requested" basis, it is impossible to precisely predict the actual demand for services or the volume of work, since the workload varies based on the needs of internal clients.

The estimated number of words is estimated at 250,000 words per month, divided in accordance with the Call-up procedure mechanism set out in the Standing Offer among all qualified suppliers.

#### 5. GOVERNMENT OF CANADA COMMUNICATIONS POLICY, RULES AND DIRECTIVES

For translations, updating, and editing texts, the offeror must comply with the terminology provided by the Translation Coordinator, the terminology of all reference documents provided with the Request for Translation, when available, as well as the rules and directives outlined in the following and in any style guide provided by the Translation Coordinator:

- Writing Tips Plus (for English texts)
- Clés de la rédaction (for French texts)

## 6. REFERENCE TOOL

6.1 The reference material must be used with professional judgment, in accordance with each email request/Call-up. The Offeror must comply with the Linguistic Services Directorates' terminology and linguistic requirements as expressed in the following reference documents, as well as in any document or guideline provided by the Translation Coordinator:

Hyperlinks: Canada.ca Content Style Guide (when translating web content)

Resources

TERMIUM Plus®

In addition, the Offeror must use a spellchecker, such as Antidote, to verify that absence of typographical and grammatical errors.

**6.2** For English writing style, spelling, and terminology, the offeror must use the following tools:

- Canadian Oxford Dictionary
- Writing Tips Plus
- Antidote
- TERMIUM Plus®
- La Vitrine linguistique
- Words Matter

- The Language Portal
- Editing Canadian English
- ESDC Style Guide
- <u>Canada.ca Content Style Guide (when translating web content)Chicago Manual of Style</u>
- Garner's Modern English Usage
- Statistics Canada's Glossary

**6.3** For French writing style, spelling, and terminology, the offeror must use the following tools:

- Multidictionnaire des difficultés de la langue française
- Le Petit Robert ou Le Grand Robert
- Antidote
- <u>La Vitrine linguistique</u>
- Les mots pour le traduire
- Clés de la rédaction
- Glossaire de Statistique Canada
- Le Portail linguistique du Canada
- Le Guide de style d'EDSC
- Guide de rédaction du contenu du site Canada.ca Canada.ca
- TERMIUM Plus®
- Le Guide anglais-français de la traduction Merteens

#### 7. NATURE OF TEXTS

	English to	French / French to English
Translation Administrative		
Texts / Legal Texts		
Texts		
Source text edit	ina	English
Source text edit	iiig	French
Comporative ad	litina	English
Comparative ed	iitiig	French

#### 8. WORD COUNT

 When work for translation is sent to the Offeror, the word count must be done electronically from the source text using the same software and version used for the source text.

- The Translation Coordinator will inform the Offeror of the word count via the email request. The
  Offeror shall confirm the word count with the Translation Coordinator and any discrepancies shall
  be resolved prior to the commencement of work.
- Words in headers, hyperlinks, footers and footnotes are to be counted only once, if repeated. A manual count will be done for words within an image or graphic.
- In the event of a disagreement regarding the number of words, the Translation Coordinator will conduct a recount in order to determine the exact number of words. If an agreement cannot be reached, the final decision on the word count will be made by the Translation Coordinator.

#### 9. DOCUMENT FORMAT

- Documents to be translated may combine text with tables, graphics, and illustrations and have special layout requirements, depending on the medium/media used. Documents must be delivered without track changes, unless instructed otherwise. All comments must be submitted in a separate file sent with the work or as specified by the Translation Coordinator.
- The Offeror will provide translated documents in the same format, style and layout as the original, using the same software and the same version, in such a way that the text can be used without costly or time-consuming modifications.
- If the Offeror cannot modify tables or graphics to input translated text, the translated text must be supplied below the table or graphic or provided as a separate text. The Translation Coordinator will then modify the graphic and tables, as necessary, with the translated text provided.
- At times, the Offeror may be required to provide the translated documents in a specific form and/or format requested by the Translator Coordinator.
- For PowerPoint presentations, the Offeror must ensure that the information fits within the margins
  or parameters of the slide presentation and uses the font determined by the Translator
  Coordinator.

#### 10. VIRUS DETECTION SOFTWARE

- The Offeror will use up-to-date virus detection and elimination software to ensure the delivery of virus-free texts, and must refrain from using unauthorized codes for word processing, tables, etc.
- The Offeror will take the necessary measures to ensure that its texts delivered on electronic media or systems are virus-free in accordance with the Government of Canada Industrial Security Program.

## 11. QUALITY CONTROL

#### 11.1 Quality Standards

The quality of work delivered under the Standing Offer must meet the following criteria and must be to the satisfaction of the Translation Coordinator:

- The translation must be accurate and exact.
- The level of language in the target text must be the same as the level of language in the source text.
- The work must use standardized terminology and the terminology provided by the Translation Coordinator.
- The terminology must be consistent throughout one translation request, especially when it has been done by multiple people, as well as for various requests addressing similar subjects.
- The work must adhere to the formatting and the templates provided by the Translation Coordinator.
- The work must follow the grammatical and typographical rules of the target language.

- The work must be absent of errors. Errors include, but are not limited to:
  - Major errors:
    - Meaning error (mistranslation, opposite meaning, gibberish, etc.)
    - Grammatical error
    - Syntax error
    - Errors in dates and numbers
    - Anglicisms/Gallicisms
    - Omission
    - Failure to use the terminology provided by the Translation Coordinator
    - Mispelled names
    - 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)
    - Lack of concision and clarity
  - Minor errors:
    - Failure to respect generally recognized typographical rules
    - Typographical errors
    - Minor failure to respect the format or layout of the source document (including font)
    - Style
    - Inconsistent terminology
    - Errors in hyperlinks

In order to deliver error free documents, the Offeror must make sure that for all translation request:

- there is a quality control process in place to ensure that the documents are exact and complete and that they match the original documents;
- terminology is uniform throughout all documents of a same request;
- all generally recognized rules and principles of translation have been followed;
- revision has been done by a person other than the person who translated the request.

#### 11.2 Error Levels

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

Translation request must contain no more than one major error in 2,000 words and/or no more than 1 minor errors per block of 400 words. For example:

- In a 2,000 word document, there shall be no more than one major error and no more than 5 minor errors.
- In a 1,000 word document, there shall be no major error and no more than 2 minor errors.

# 11.3 Inspection and Acceptance of the Work

**11.3.1** The Translation Coordinator is responsible for the assessment of the quality of the work against the standards set out in Section 11.1 and 11.2 of the Statement of Work.

**11.3.2** Any work performed by the Offeror under an e-mail request / Call-up issued under the Standing Offer will be deemed unsatisfactory and refused by the Translation Coordinator in the following situations:

- The Work contains errors that exceed the error levels set out in 11.2 of the Statement of Work;
- In the case of non-urgent work, the work was delivered more than one (1) hour after the email request/call-up delivery time and date;
- In the case of urgent work, the work was delivered at any time after the email request/call-up delivery time and date.
- **11.3.3** Any work deemed unsatisfactory and refused may, at the discretion of the Translation Coordinator, be returned to the Offeror once for correction or replacement, as the case may be, if the following conditions are met:
  - The work has been delivered by the Offeror within the delivery time and date specified in the email request/call-up;
  - The work was delivered at a time and date allowing sufficient time for the Translation Coordinator to perform the inspection of the work within the email request/call-up delivery time and date:
  - 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/call-up delivery time and date.

#### 12. LOCATION OF WORK

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

#### 13. LANGUAGE OF WORK

The proposed resource must provide all services in both Official Languages of Canada.

# 14. OFFEROR'S TEAM

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

#### 14.1 Coordinator

The Coordinator must have a minimum of 36 months of experience in the coordination of translation services.

Required services include, but are not limited to the following:

- a) manage the request submitted by the Translation Coordinator. This involves timely delivery of the work in the requested format and all communications concerning the work;
- b) manage the documentation supplied by the Translation Coordinator.
- c) receive and resolve complaints.
- d) ensure that quality control of the translated texts is conducted before they are delivered to the Translation Coordinator.
- e) receive and action all inquiries related to invoices from the Translation Coordinator.

## 14.2 Revisors

Revisors 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 offeror must provide a copy of the membership cards as proof of their certification, and the Government of 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 7,500 words per day or more. They must be available to work on frequent urgent projects and meet tight deadlines as specified in the request.

#### 14.3 Translators

The Offeror must provide the services of a sufficient number of translators to produce the volume of work specified in section 4. 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

- hold a bachelor's degree in translation; OR
- be a certified member of a Canadian provincial association of translators and interpreters.

Each translator must be able to translate a minimum of 2000 words/day. Translators must be available to work on frequent urgent projects and meet tight deadlines as specified in the translation 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 Immigration, Refugees and Citizenship Canada website as recognized credential assessment services comparing degrees and diplomas to Canadian standards.\*

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

#### 15 Translation Errors

Should the work specified in the request be delivered in an unsatisfactory manner as outlined in Section 11 – Quality Control of Annex A, Statement of Work, the following adjustment to the Offeror's proposed rates will apply:

Errors per 2,000 words	Adjustment to Offeror's Rate
Two (2) major errors and/or more than ten (10), and up	95% and the work will be deemed
to twenty (20), minor errors	unsatisfactory
Three (3) or more major errors and/or more than twenty	90% and the work will be deemed
(20) minor errors	unsatisfactory

The Translation Coordinator will confirm in writing with the Offeror when such an adjustment must be made. The adjustment will apply to the entirety of the e-mail request / call-up for which the work is deliver in an unsatisfactory manner.

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

## 16. Late Delivery of Work

For Administrative / Legal texts and Comparative / Source text Editing, 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)	93%
hours late	
From more than two (2) hours late to three (3)	90%
hours late	

The Translator Coordinator will confirm in writing with the Offeror when such an adjustment must be made. The adjustment will apply to the entirety of the email request/call-up request for which the work is delivered late. Work delivered more than three (3) hours late will be subject to section 11 Liquidated Damages below.

For Administrative / Legal texts and Comparative / Source text Editing, the rates proposed by the Offeror for 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 a half (0.5) hour late	95%
From more than a half (0.5) hour late to one (1) hour late	93%
From more than one (1) hour late to two (2) hours late	90%

## 17. Liquidated Damages

- 1. If the Offeror fails to perform the services within the time specified in the requests, the Offeror agrees to the following:
  - a) The work will be sent back to the Offeror for revision/redo with a prescribed timeframe given by the order requestor, even if the work must be completed during evening and/or weekend periods to meet the new deadline, at the offeror's expense; or
  - b) The work will be revised/modified by another Offeror and the original Offeror will only be paid for the satisfactory paragraphs of the translated document as determined by the Translation Coordinator. If substantial corrections are required as determined by the Translation Coordinator, the Offeror's work will not be accepted.

# 18. Privacy Requirements:

- For the purpose of allowing the offeror to perform the work under the contract, ESDC must make available to the offeror, the following information (e.i. Training materials on various departmental investigative procedures and various training that contain Protect B information \*)
- Unless otherwise required by law or authorised in writing by the individuals to whom that
  information relates, the offeror must not use or disclose the information referred to in section
  above except for the purpose of performing the work under the contract.
- The offeror must maintain all information referred to in section 1 above, and make sure it is only accessible, in Canada.
- The offeror must segregate all records containing information referred to in section 1 above (whether in electronic format or in hard copy) from other records, and keep all databases in which

such records are to be maintained physically independent from all other database, directly or indirectly, which are located outside Canada.

- The offeror must take all necessary measures to ensure that every person hired, or the services
  of whom it retains to fulfill obligations under this contract, knows and complies with all the terms
  and conditions of this contract with respect to the protection of information referred to in section 1
  above.
- Unless otherwise required by law or authorised in writing by the individuals to whom that
  information relates, the offeror will ensure that no information referred to in section 1 above, is
  disclosed to a third party for a purpose authorised herein, unless there is a written agreement
  between the offeror and the third party, imposing upon the third party obligations that are the
  same as those that are imposed upon the offeror under this contract with respect to the protection
  of this information.
- Unless otherwise required by law or authorised in writing by the individuals to whom that
  information relates, the offeror must not make any copies of the information referred to in section
  1 above except with the written consent of ESDC.
- Unless otherwise required by law or authorised in writing by the individuals to whom that
  information relates, upon expiry or termination of the contract, whichever is earlier, the
  offerormust destroy the information referred to in section 1 above and copies thereof, if any.
- All information must be destroyed in accordance with the ESDC Security Policy and Procedures Manual or other instructions that ESDC may issue.
- The offeror's premises must be open for inspection by authorized representatives of ESDC at reasonable times to ensure compliance with the provisions of this contract governing the protection of personal information.
- The offeror must notify ESDC immediately after he becomes aware that a breach of any provision
  of this contract governing the protection of personal information has occurred.
- Any intentional breach by the offeror of any provision of this contract governing the protection of personal information constitutes a fundamental breach of contract such that the contract may be terminated by ESDC.

## ANNEX "B"

#### **BASIS OF PAYMENT**

# 1. Basis of Payment Applicable to Translation

	R	ate per word (	\$)					
		Operational Streams						
Tier	Tier Type of Translation	Administrativ	ve Texts	Legal texts				
		Regular	Urgent	Regular	Urgent			
Tier 1	English to French / French to English	\$	\$	\$	\$			

# 2. Basis of Payment Applicable to Comparative Editing

Towns of som		UNIT - Hourly Rate (\$)					
Type of serv	/ice	Regular	Urgent				
Comparative Editing	English	\$	\$				
Comparative Editing	French	\$	\$				

# 3. Basis of Payment Applicable to Source Text Editing

Towns of som		UNIT - Hou	ırly Rate (\$)
Type of serv	/ice	Regular	Urgent
Course Toy Edition	English	\$	\$
Source Text Editing	French	\$	\$

<sup>\*</sup> Cost is considered a direct expense. The Offeror will be reimbursed its direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without markup, upon submission of an itemized statement supported by receipt vouchers.

# ANNEX "C"

# SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat Requisition # 100018542 Security Classification / Classification de sécurité Unclassifield

. Originating Government De	RMATION / PARTIE A -				CURITÉ (LVERS)	2000		~~	
	partment or Organization				r Directorate / Direction génér	ale ou	Direc	tion	
Ministère ou organisme gou	vernemental d'origine	ESDC / EDSC		CFO/D	FP				
8. a) Subcontract Number / Nu	ıméro du contrat de sou	us-traitance	3. b) Name and A	ddress of Subcon	tractor / Nom et adresse du so	ous-trai	itant		
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Standing Offers for the provisi									
Offres à commande pour des	aervices de Traduction, Re	lecture de texte depuis	l'original et Relectu	re comparative					
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Canada	<b>✓</b>	NATO	/ OTAN		Foreign / Étranger		1		
. b) Release restrictions / Re	strictions relatives à la r	diffusion							
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Aucune restriction relative	<b>✓</b>	Tous les pays de l	OTAN		Aucune restriction relative				
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Canada

+	Government of Canada	Gouvernement du Canada

Contract Number / Numéro du contrat Requisition # 100018542 Security Classification / Classification de sécurité Unclassifield

ART A (continued) / PARTIE					
		D and/or CLASSIFIED COMSEC i ments ou à des biens COMSEC dé		ASSIFIÉS?	✓ No Yes
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Will the supplier require acce	ess to extremely se	ensitive INFOSEC information or a ments ou à des biens INFOSEC de		.2	✓ No Yes
			nature extremement delical	er	Non LOui
Short Title(s) of material / Title Document Number / Numéro		matériel :			
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REMARQUE : :	Si plusieurs niveau	ing are identified, a Security Classifi ux de contrôle de sécurité sont req			
<ul> <li>b) May unscreened personn</li> <li>Du personnel sans autori</li> </ul>		tions of the work? peut-il se voir confier des parties o	lu travail?		✓ No Yes
If Yes, will unscreened pe		The state of the s			No Yes
Dans l'affirmative, le pers	sonnel en question	sera-t-il escorté?			Non Oui
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17777 2007 100000 00000	red to receive and	store PROTECTED and/or CLAS	SIFIED information or assets	on its site or	No / Yes
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