



Purchasing Office / Bureau des achats :

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Canada

REQUEST FOR STANDING OFFER DEMANDE D'OFFRES À COMMANDES

We hereby offer to sell to Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or price(s) set out therefor.

Nous offrons par la présente de vendre au Canada aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Name, title of person authorized to sign (type or print) Nom et titre du signataire autorisé (caractère d'impression)	
Signature	Date
Offeror's Mailing Address / Adresse postale de l'Offrant :	

RETURN OFFERS TO : RETOURNER LES OFFRES À : wd.bidbox@prairiescan.gc.ca		
Title / Sujet : Translation and Revision Services (English to French) / Services de traduction et de révision (de l'anglais au français)		
Solicitation No. / N° de l'invitation : 4W001-256004		
Date of Solicitation / Date de l'invitation : 2024-05-15		
Solicitation Closes / L'invitation prend fin : At / à : 16:00 MT/HR On / le : 2024-05-30		
Destination of Goods and Services / Destinations des biens et services : See herein./ Voir ci-inclus		
Instructions : See herein./ Voir ci-inclus		
F.O.B. / F.A.B. : See herein./ Voir ci-inclus	Taxes : See herein / Voir ci-inclus	Duty / Droits : See herein./ Voir ci-inclus
Address Enquiries to / Adresser toute demande de renseignements à : Ryan Bent Ryan.Bent@prairiescan.gc.ca		
Comments / Commentaires : THIS DOCUMENT DOES NOT CONTAIN SECURITY REQUIREMENTS LE PRÉSENT DOCUMENT NE COMPORTE PAS D'EXIGENCES EN MATIERE DE SÉCURITÉ		

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PART 1 - GENERAL INFORMATION

This Request for Standing Offer (RFSO) cancels and supersedes previous solicitation number 4W001-240194 dated February 16, 2024 with a closing of March 25, 2024 at 4:00PM MT. A debriefing or feedback session will be provided upon request to Offerors/offerors/suppliers who bid on the previous solicitation.

1.1 Summary

- (a) This RFSO is being issued to satisfy the requirement of timely translation and revision services of **English texts into French** for documents of various lengths and complexity for Prairies Economic Development Canada (PrairiesCan).:
- (b) It is intended to result in the award of three (3) standing offers, each for 1 year plus 4 one-year irrevocable options allowing Canada to extend the term of the Standing Offer.

1.2 Set-aside under the Procurement Strategy for Indigenous Business

- (a) This requirement is subject to an open solicitation process; however, standing offers will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) per paragraph (b) below. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to [Annex 9.4](#) of the Supply Manual.
 - (b) The procurement is conditionally set aside from the international trade agreements under the provision each has for measures with respect to Indigenous peoples or for set-asides for small and minority businesses if the three (3) conditions below are met. Further to Article 800 of the Canadian Free Trade Agreement (CFTA) (<https://www.cfta-alec.ca/canadian-free-trade-agreement/>), CFTA also does not apply to the procurement if the below conditions are met:
 - i. If three (3) or more Indigenous businesses are compliant with the terms of the RFSO, the Standing Offer Authority will limit the competition to those Indigenous businesses and will not consider offers from any non-Indigenous businesses that may have been submitted.
 - ii. Indigenous Business is here defined as:
 - A. An entity which has submitted with its offer the below certifications from PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION:
 - 1. 5.1.2 Set-aside for Indigenous Business
 - 2. 5.1.3 Owner Certification - Set-aside for Indigenous Business.
 - (c) If the offers from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than three (3) compliant offers from Indigenous businesses remain, offers from all non-Indigenous businesses that have submitted offers will then be considered by the Standing Offer Authority and the following trade agreements will apply:
 - i. Canada Free Trade Agreement
 - ii. Canada–Korea Free Trade Agreement
 - iii. Canada–Chile Free Trade Agreement
-

- iv. Canada–Colombia Free Trade Agreement
- v. Canada–Honduras Free Trade Agreement
- vi. Canada–Panama Free Trade Agreement

1.3 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](#) (2023-06-08) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 Submission of Offers

Offers must be submitted to Prairies Economic Development Canada (PrairiesCan) at wd.bidbox@prairiescan.gc.ca by the date and time indicated on page 1 the RFSO.

Offers transmitted by facsimile will not be accepted.

2.3 Former Public Servant

2.3.1 Information Required

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 FPSs, Offerors must provide the information required below before contract award. 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.

2.3.2 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.

2.3.3 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 FPSs in receipt of a pension, as applicable:

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

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

2.3.4 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 the Standing Offer Authority no later than 5 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 Alberta.

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 Offer Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Standing Offer Authority. Canada's [Buy and Sell](#) website, under the heading "[Offer Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- i. Office of the Procurement Ombudsman (OPO)
 - ii. Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers 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

- (a) Canada requests that the Offeror submits its offer in separately bound sections as follows:

Section I: Technical Offer (1) electronic copy in Microsoft Word or PDF format.

Section II: Financial Offer (1) electronic copy in Microsoft Word or PDF format.

Section III: Certifications (1) electronic copy in Microsoft Word or PDF format.

- (b) Offerors are requested to use the following naming convention for each section of their offer:

{Offeror Name} - Section {Section I-IV}: {Section Name} – {Solicitation No. .}{File Extension}

Example:

Company A – Section I: Technical Offer – 4W001-256004.pdf

Company A – Section II: Financial Offer – 4W001-256004.pdf

Company A – Section III: Certifications – 4W001-256004.pdf

- (c) Prices must appear in the financial offer only. Prices must not be indicated in any other sections of the offer.

3.2 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.

3.3 Section II: Financial Offer

- (a) Offerors must submit their financial offer in accordance with Attachment 1 to PART 3 Pricing Schedule.

3.3.1 Electronic Payment of Invoices – Offer

Offerors willing to accept payment of invoices by Electronic Payment Instruments are asked to complete Attachment 2 to PART 3 Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 2 to PART 3 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.

3.4 Section III: Certifications

Offerors must submit the certifications and additional information required under PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION.

Attachment 1 to PART 3 Pricing Schedule

Translation and Revision Services

Offerors must complete columns “E”, “F”, and “G” of the below Pricing Schedule and include it with their financial offer (Section II: Financial Offer). Prices and rates must only appear in the financial offer and in no other part of the offer.

Applicable Taxes are to be shown separately. The volumetric data included in this pricing schedule are provided for offer 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 RFSO will be consistent with this data.

(A) No.	(B) Service Type	(C) Unit Type	(D) Volumetric Data	(E) All-inclusive Regular Rate	(F) All-inclusive Urgent Rate	(G) *Total
1. Initial Contract Period - June ****, 2024 - March 31, 2025						
1	Translation	Cents/Word	1,500 words			
2	Revision and Editing	\$/Hour	1.5 hours			
**Total for Initial Contract Period:						

1.1 Option Period 1 - April 1, 2025 - March 31, 2026						
1	Translation	Cents/Word	1,500 words			
2	Revision and Editing	\$/Hour	1.5 hours			
Total for Option Period 1:						

1.2 Option Period 2 - April 1, 2026 – March 31, 2027						
1	Translation	Cents/Word	1,500 words			
2	Revision and Editing	\$/Hour	1.5 hours			
Total for Option Period 2:						

1.3 Option Period 3 - April 1, 2027 – March 31, 2028						
1	Translation	Cents/Word	1,500 words			
2	Revision and Editing	\$/Hour	1.5 hours			
Total for Option Period 3:						

1.4 Option Period 4 - April 1, 2028 – March 31, 2029						
1	Translation	Cents/Word	1,500 words			
2	Revision and Editing	\$/Hour	1.5 hours			
Total for Option Period 4:						

<p>*(E x D) + (F x D) = G **G1 + G2 = Total ***Total for the initial period + Total for option periods 1, 2, 3, and 4 (Applicable Taxes excluded) ****The start-date will be in the first half of June, 2024.</p>	<p>***TOTAL Evaluated Offer Price:</p> <p>GST:</p> <p>HST:</p> <p>Total Applicable Taxes:</p>
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Attachment 2 to PART 3

Electronic Payment Instruments

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

- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International)

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 RFSO including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of PrairiesCan will evaluate the offers on behalf of Canada.

4.1.1 Requests for Clarifications:

If Canada seeks clarification or verification from the Offeror about its offer, the Offeror will have 2 working days (or a longer period if specified in writing by the Standing Offer Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the offer being declared non-responsive.

4.1.2 Requests for Further Information:

If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:

- (a) verify any or all information provided by the Offeror in its offer; or
- (b) contact any or all references supplied by the Offeror (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Offeror,
- (c) The Offeror must provide the information requested by Canada within 2 working days of a request by the Standing Offer Authority.

4.1.3 Extension of Time

If additional time is required by the Offeror, the Standing Offer Authority may grant an extension at their sole discretion.

4.2 Technical Evaluation

4.2.1 Mandatory Technical Criteria

- (a) The offer must meet the mandatory technical criteria specified below. The Offeror must provide the necessary documentation to support compliance with this requirement.
- (b) Offers which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.
- (c) To demonstrate its experience for M1, the Offeror must provide the following information for all projects referenced:
 - i. Client Organization
 - ii. Project Name (if applicable)
 - iii. Brief Project Description and Summary of Duties

- iv. Project Duration (mm-yyyy to mm-yyyy)
- v. Client Contact Name, Position Title, Phone Number and/or Email

MANDATORY CRITERIA		Page number	Meets	Does not meet
For each criterion, identify the relevant page number in your proposal.				
M1	<p>Overall Experience:</p> <p>The Offeror must provide an up-to-date curriculum vitae (CV) for each proposed resource. Each proposed resource must have a minimum of four (4) years experience over the last ten (10) years providing English to French translation and revision services as of the RFSO closing date.</p>			
M2	<p>Certifications</p> <p>The Offerors proposed resources must be certified members in good standing of a recognized Canadian translation association or corporation (Ordre des traducteurs, terminologues et interprètes agréés du Québec (OTTIAQ) or a provincial or territorial professional association affiliated with the Canadian Translators, Terminologists and Interpreters Council (CTTIC)). The Offeror must provide valid copies of these certifications with their offer. Please ensure that all information in the certifications is legible.</p>			
M2	<p>Quality Control</p> <p>The Offeror must demonstrate its quality management and deadline compliance processes.</p> <p>To meet this requirement, the supplier must submit the following items:</p> <p>M2.1 Quality Management Documentation</p> <p>The quality management documentation must include the following:</p> <ul style="list-style-type: none"> • Description of the quality management process • How the process is applied on a day-to-day basis by the Offeror's team; and • What steps are taken when the translation quality is not deemed satisfactory by the client. <p>M2.2 Deadline Compliance Documentation</p> <p>The deadline compliance documentation must include the following:</p>			

	<ul style="list-style-type: none">• Description of the deadline compliance process;• How the Offeror establishes priorities;• How the process is applied on a day-to-day basis by the Offeror's team; and What steps are taken when deadlines are not met. <p>M2, including M2.1 and 2.2, will be considered as being met if the Offeror can provide proof of certification attesting that the provider is certified under national standard CAN/CGSB-131.10-2017, Translation Services.</p>			
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4.3 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or Harmonized Sales Tax excluded FOB destination, Canadian customs and duties and excise taxes included.

4.4 Basis of Selection - Mandatory Technical Criteria Only

An offer must comply with the requirements of the RFSO and meet all mandatory technical evaluation criteria to be declared responsive. The top three (3) responsive offers with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a offer non-responsive, 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 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 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 [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Set-aside for Indigenous Business

- (a) This procurement is set aside under the federal government Procurement Strategy for Indigenous Business, For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Annex 9.4](#), Supply Manual.
- (b) The Offeror:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- (c) The Offeror must check the applicable box below:
 - i. The Offeror is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. The Offeror is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.
- (d) The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada,

who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.

- (e) By submitting a offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

5.1.3 Owner Certification - Set-aside for Indigenous Business

The Offeror must provide the following certification for each owner who is Indigenous:

1. I am an owner of _____,
(insert name of business)

and an Indigenous person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Indigenous Business".

2. I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.

Printed name of owner

Signature of owner

5.2 Additional Certifications Required with the Offer

5.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

- () the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

Offerors should submit this certification completed with their offer. If the certification is not completed and submitted with the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting authority and submit the completed certification will render the offer non-responsive.

SACC Manual clause [A3050T](#) 2020-07-01 Canadian Content Definition

5.3 Certifications Precedent to Issuance of 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.

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

5.3.2 Additional Certifications Precedent to Contract Award

5.3.2.1 Status and Availability of Resources

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

5.3.2.2 Education and Experience

M3021T (2012-07-16) Education and Experience

PART 6 - STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2005](#) (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in ANNEX C - STANDING OFFER USAGE REPORT. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

- (a) first quarter: April 1 to June 30
- (b) second quarter: July 1 to September 30
- (c) third quarter: October 1 to December 31
- (d) fourth quarter: January 1 to March 31

The data must be submitted to the Project Authority no later than 15 calendar days after the end of the reporting period.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The initial period for making call-ups against the Standing Offer is from June 1, 2024 to March 31, 2025. The entire period for making call-ups against the Standing Offer is from June 1, 2024 to March 31, 2029.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for four (4) additional one (1) year periods, 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 fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

Option Year 1	April 1, 2025 – March 31, 2026
Option Year 2	April 1, 2026 – March 31, 2027
Option Year 3	April 1, 2027 – March 31, 2028
Option Year 4	April 1, 2028 – March 31, 2029

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority for the Contract is:

Name: Ryan Bent
Title: Procurement Officer
Region: Finance and Corporate Management
Address: Suite 419, Harry Hays Building
220 – 4 Avenue SE
Calgary, AB T2G 4X3
Phone: 403-921-7545
E-mail: ryan.bent@prairiescan.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, the Standing Offer Authority is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Region: _____

Address: _____
Phone: _____
E-mail: _____

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

6.5.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is:

Name: _____
Title: _____
Phone: _____
E-mail: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is Prairies Economic Development Canada.

6.8 Call-up Procedures

Call-ups will be issued on a proportional basis. The first-ranked offeror will receive 55% of the predetermined portion of the work; the second-ranked offeror will receive 30%; and the third-ranked offeror will receive 15%.

6.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraph (b) below.

- (a) Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
 - (b) An electronic call-up document or equivalent form, which contains at a minimum the following information:
 - i. standing offer number;
 - ii. statement that incorporates the terms and conditions of the Standing Offer;
 - iii. description and unit price for each line item;
 - iv. total value of the call-up;
 - v. point of delivery;
-

- vi. confirmation that funds are available under section 32 of the Financial Administration Act;
- vii. confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer will be limited as follows (Applicable Taxes included):

Rankings	Distribution of Total Value	Total Value of each Standing Offer per Standing Offer Period	Individual Call Up limit *
SO 1	55%	\$ _____	\$ _____
SO 2	30%	\$ _____	\$ _____
SO 3	15%	\$ _____	\$ _____

**Amounts will be inserted at Standing Offer award*

6.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ _____ (*Applicable Taxes excluded*). 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 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.12 Priority of Documents

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

- (a) the call up against the Standing Offer, including any annexes;
- (b) the articles of the Standing Offer;
- (c) the general conditions [2005](#) (2022-12-01), General Conditions - Standing Offers - Goods or Services;
- (d) the general conditions [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity);
- (e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payment;
- (g) the Offeror's offer dated *(insert date of offer)*.

6.13 Certifications and Additional Information

6.13.1 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.

6.13.2 Status of Availability of Resources

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.

6.14 Applicable Laws

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

PART 7 - 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 in accordance with the Statement of Work at Annex "A".

7.2 **Standard Clauses and Conditions**

All clauses and conditions identified in the Contract 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.

7.3 **General Conditions**

[2010B](#) (2022-12-01) General conditions: Professional services (medium complexity), apply to and form part of the Contract.

7.4 **Term of Contract**

7.4.1 **Period of the Contract**

The Work is to be performed during the period identified in the individual Call-Ups.

7.5 **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 Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

7.6 **Payment**

7.6.1 **Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in the individual Call-Up. Customs duties are excluded and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.6.2 **Terms of Payment – Single Payment**

SACC Manual Clause [H1000C](#) (2008-05-12), Single payment

7.6.3 Electronic Payment of Invoices – Contract

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

- (a) Acquisition Card;
- (b) Direct Deposit (Domestic and International)

7.7 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:

Contact	E-mail Address

**Completed at Standing Offer award*

7.8 Insurance

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

7.9 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

Translation and Revision Services (English to French)

A1. Background

As the federal regional development agencies for Western Canada, Prairies Economic Development Canada (PrairiesCan) has a mandate to promote the development and diversification of the economy of the West (Alberta, Saskatchewan and Manitoba) and to advance the interests of Western Canada in national economic policy, program and project development and implementation. PrairiesCan works to improve the long-term economic competitiveness of the West and the quality of life of its citizens by supporting a wide range of initiatives targeting inter-related programs – [business development, innovation](#), and [community economic development](#). These programs and services are supported by PrairiesCan's [policy, advocacy and coordination](#), and internal services. Together, these priorities create a foundation to build the prosperity and competitiveness of the West. PrairiesCan's head office is located in Edmonton with offices in Calgary, Saskatoon, Winnipeg and Ottawa.

PrairiesCan produces press releases, backgrounders, speeches, web publications, publicity materials, solicitation documents, and other documents related to departmental operations, such as policies, procedures, human resources, financial statements, annual reports to Parliament, etc. As a federal department, PrairiesCan has the obligation under the *Official Languages Act* to provide all public and most internal documents in both official languages. Therefore, translated versions must reflect a high quality standard established for communication products and designed for various public entities and individuals. The required services must often be provided under tight deadlines, including during the evening and on weekends, and the volume of work to be dealt with is can be significant.

A1.1 Summary

PrairiesCan requires the services of qualified suppliers to provide translation, revision and related services for specific publications and information products from English to French (90%) and French to English (10%). These products are disseminated externally and internally, in print and/or electronic formats, depending on the needs of the specific target audiences. Products include policy position papers, discussion papers, reports, briefing notes, communication products (news releases, speeches, media advisories, etc.), and other documents. The documents may come in various format (Word, PowerPoint, Excel, Adobe, Illustrator, etc.) and combine text with tables, graphics and special layout requirements, depending on the medium/media used.

A2. Scope of Work

- (a) Offerors will provide PrairiesCan with timely translation, revision, proofreading, quality control and adaptation services of English texts into French and, occasionally, of French texts into English.
- (b) More specifically, the Offeror will:

- i. Provide translation services, mainly from English to French, with a translation capacity of **1,500 words** in a **7.5 hour period**, without resorting to the use of automatic translation. Texts that obviously have been translated using automatic translation software will fail quality control and will be deemed unsatisfactory and treated as such.
- ii. Provide editing services, correcting spelling and grammatical errors, style, syntax, structure and uniformity, in accordance with French language standards using PrairiesCan's lexicons, [Le guide du rédacteur](#) from the Translation Bureau and the Government of Canada's [Policy on Communications and Federal Identity](#), and other recognized French language writing tools as reference.
- iii. Proofread texts ensuring that they reflect originals when re-transcribed or transposed in various mediums.
- iv. Provide quality control services through a second edit.
- v. Adapt in French texts written in English, or adapt in English texts written in French respecting the original content, and taking into account the expectations of the client.
- vi. Compare translation to originals to ensure integrity, accuracy and quality of texts, which are distributed simultaneously. Insert in the translated text all missing words or parts of the original text.
- vii. Meet the production deadlines as specified by PrairiesCan, which can be very tight (sometimes within the hour).
- viii. Deliver documents in an electronic version on a compatible electronic medium (e-mail or USB key), to respect the formatting and layout of the original (unless otherwise indicated).
- ix. Be able to respond, frequently within very short deadlines, to urgent requests for services, driven by PrairiesCan's obligations, unannounced administrative demands, etc. On occasion the Offeror may be asked to work in the evening or on weekends.

A2.1 Volume

Offeror should note that the services delivered under the Standing Offer will be on an "as needed" basis. The volume of work associated with the services in the Standing Offer is fully dependent on demand. PrairiesCan does not imply nor warrant that it will require the Offeror's services to the maximum value of the Standing Offer.

A2.2 Number of Words

The Offeror must be able to translate approximately 1,500 words over a period of 7.5 hours; this includes receipt of the source text, revision of the translation and delivery of the translated text. The word volume of the Contract will be the number of words demanded by PrairiesCan. For large documents, sections may have to be delivered according to a specific timeline.

A2.3 Priority

The Offeror might be required to translate texts with various deadlines. The PrairiesCan Translation and Revision Services personnel can at any time ask the Offeror to set aside the request they are currently working on to take on a new request. In such case, the deadline of the first request will be renegotiated.

A2.4 Urgent requests

The Offeror might be required to translate texts on an urgent basis. An urgent text is defined as having to translate more than 1,500 words per working day (7.5 hours) and work outside of the regular working hours (during the evening or the weekend or on a statutory holiday), and on exceptional occasions, when a text has to be delivered on the same day. Urgent fare for ALL urgent requests has to be negotiated with the PrairiesCan Translation and Revision Services personnel prior to starting the translation.

A2.5 Linguistic Quality and Terminology Uniformity

The quality of the work delivered under the Contract must meet the following criteria and be to the satisfaction of the PrairiesCan Translation and Revision Services personnel.

The Offeror must:

- (a) Use an elegant style and plain language appropriate to the target audience that accurately renders the message of the source text.
 - (b) Ensure that the work contains consistent terminology and assign, whenever possible, certain;
 - (c) documents or group of related documents to the same translator(s) to achieve consistent terminology;
 - (d) Ensure that the work contains standardized and consistent terminology when using the services;
 - (e) of more than one translator, while respecting the prescribed deadlines;
 - (f) Meet the prescribed Work Due Date for delivery of the work, as specified in the approved Call-Up;
 - (g) Authorization, and negotiate beforehand any deadline extensions with the PrairiesCan Translation and Revision Services personnel;
 - (h) Deliver work that is free from major errors, notably the following mistakes:
 - i. misinterpretation – when one word is used instead of another in the same lexical field (for example, a word is translated as “house” where “mansion” or “castle” would be expected) or in an entirely different category;
 - ii. barbarism – a word or expression not standard in the language;
 - iii. mistranslation – a translation that means the contrary of the idea expressed in the source text (calque, faux sense, contre-sens);
 - iv. nonsense – language or style that is incorrect or unclear;
 - v. additions – an element appears in the target text that is not in the source text;
-

- vi. omissions – an element that appears in the source text but not in the target text.
- (i) Deliver work that contains no more than two (2) minor errors for every 400 words of translated text. Minor errors are defined as grammar, punctuation and spelling mistakes.
- (j) Deliver the word in the application, format style and layout of the source document provided by the PrairiesCan Translation and Revision Services personnel, unless told otherwise. In addition the following conditions must be adhered to:
 - i. no conversions will be accepted in any form;
 - ii. it will not be possible to convert texts from one type of operating system to another or to save texts in an earlier or later version of the source document application(s);
 - iii. the Contactor shall use virus detection and elimination systems and agree to take the necessary measures to ensure the delivery of translations through electronic media or other systems that are virus-free; and
 - iv. the Offeror must not use unauthorized codes in word processing, tables etc.
- (k) The Offeror will carry out quality control and editing before delivering the work to meet the above conditions.

A2.6 Required Software and Layout

- (a) The Offeror shall translate, revise and deliver the texts in the format, style and layout of the source texts, without conversion, using the software that the client requested for the target texts, usually a recent version of Word, Excel, PowerPoint. If the source text is in HTML or PDF (Adobe) format, the Offeror shall translate or revise the text with a software program chosen in conjunction with PrairiesCan, respecting the original formatting as much as possible.
- (b) The Offeror shall use a virus detection and elimination system. The Offeror agrees not to insert unauthorized codes into texts, tables, etc., and to take all necessary measures to deliver the texts on media or by electronic means that are free of viruses.

A2.7 Quality Control

Offeror and its team must perform quality control on the executed work in order to assure that the material being delivered meets a level of professional standard.

A3. Subcontracting

Subcontracting is not allowed for the completion of the work. By submitting an offer, the Offeror agrees not to subcontract any work. Any breach of this condition may lead to the cancellation of the Standing Offer.

A4. Constraints

- (a) The Offeror must have access to the Internet and have a means of receiving and sending large documents via e-mail.
- (b) On an “as needed” basis, the Offeror may be required to provide services on an urgent basis during the evenings, weekends and statutory holidays.

A5. Client Support

PrairiesCan agrees to provide the Offeror with any information it may have that is not on the organization’s Internet site that pertains to the document to be translated (publications, electronic or hardcopy versions of reports) and PrairiesCan terminology. However, PrairiesCan cannot provide research services on terminology or official names unrelated to PrairiesCan. Furthermore, research for the translation of bibliographies contained in the documents to be translated shall be the Offeror’s responsibility. PrairiesCan assumes that the Offeror possesses all the necessary tools for this kind of work.

A6. Documentation and Terminology

PrairiesCan will provide the Offeror with its terminology lexicons through e-mail. The Offeror will be required to send to PrairiesCan, with the translated text (in a separate file or using comment bubbles in the text), the equivalents of the terminological units found in the text to be translated that are not in Termium Plus or any other terminology source.

A7. Deliverables

- (a) The work must be done using the software version requested or using the same software used in the original text.
- (b) Deadlines for required services will be specified in the individual Call-Ups and agreed to between PrairiesCan and the Offeror.
- (c) If the deadline is identified as “by end of business day”, the time specified is 5:00 p.m., Ottawa time (Eastern Time), unless the PrairiesCan Translation and Revision Services personnel have negotiated a different deadline.
- (d) No deadline will be extended without the prior approval of the PrairiesCan Translation and Revision Services personnel. If the PrairiesCan Translation and Revision Services personnel cannot be reached or is not in a position to grant the requested extension, the document must be delivered within the deadline initially agreed upon.
- (e) Delivery must be done either by e-mail at the specified e-mail address or by another secure means of delivery. If delivery problems occur, the Offeror must do everything necessary to provide PrairiesCan with a copy of the translation within the deadline (for example, send an electronic version by courier).

A8. Meetings and Travel

Offeror may be required to participate in meetings with the PrairiesCan Representative in Ottawa either by telephone or in person. If applicable, travel expenses will be reimbursed in accordance with the Treasury Board Travel Directive, without any allowance therein for overhead or profit.

A9. Official Languages

The Offeror shall be fluent in both official languages, with a professional working proficiency in oral and written English as well as professional French language skills.

A10. Inspection/Acceptance

The work provided under each Call-Up shall be subject to evaluation and acceptance by the PrairiesCan Translation and Revision Services personnel, and feedback may be provided as needed.

ANNEX B
BASIS OF PAYMENT

Translation and Revision Services				
No.	Service Type	Unit Type	All-inclusive Regular Rate*	All-inclusive Urgent Rate*
B1. Initial Standing Offer Period – June **, 2024 - March 31, 2025				
1	Translation	Cents/Word		
2	Revision and Editing	\$/Hour		
B1.1 Option Period 1 - April 1, 2025 - March 31, 2026				
1	Translation	Cents/Word		
2	Revision and Editing	\$/Hour		
B1.2 Option Period 2 - April 1, 2026 – March 31, 2027				
1	Translation	Cents/Word		
2	Revision and Editing	\$/Hour		
B1.3 Option Period 3 - April 1, 2027 – March 31, 2028				
1	Translation	Cents/Word		
2	Revision and Editing	\$/Hour		
B1.4 Option Period 4 - April 1, 2028 – March 31, 2029				
1	Translation	Cents/Word		
2	Revision and Editing	\$/Hour		

*All figures are in Canadian currency and Applicable Taxes are not included.

**Date will be inserted at Standing Offer award

ANNEX C
STANDING OFFER USAGE REPORT

Return to:

Attn: Ryan Bent

Prairiescan.procurement-approvisionnement@prairiescan.gc.ca

The usage reports must be submitted no later than fifteen (15) calendar days after the end of the reporting period.

SUPPLIER: _____

STANDING OFFER NO: _____

DEPARTMENT OR AGENCY: Prairies Economic Development Canada (PrairiesCan)

REPORTING PERIOD: January 1 to March 31
 April 1 to June 30
 July 1 to September 30
 October 1 to December 31

Call-up No.	Description	Value of each call-up (HST included)
1		
2		
3		
4		
5		
6		
Total Dollar Value Call-ups for this reporting period:		

NIL REPORT: We have not done any business with the federal government for this period.

PREPARED BY NAME: _____

TELEPHONE NO.: _____

SIGNATURE: _____

DATE: _____