



RETURN OFFERS TO / RETOURNER LES OFFRES À:

Bureau de la sécurité des transports du Canada / Transportation Safety Board of Canada
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**Request for Standing Offers (RFSO)/
Demande d'offres à commandes (DOC)**

Proposal to: Transportation Safety Board of Canada

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 services listed herein and on any attached sheets at the price(s) set out thereof.

Proposition au: Bureau de la sécurité des transports du Canada

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 services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments / Commentaires

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT / LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE RELATIVE À LA SÉCURITÉ

Title / Sujet Translation Services	
Offer No. / N° de l'offre RFSOxxxxx	Date 20 July 2021
Client Reference No. / N° référence du client PYY00000	
GETS Reference No. / N° de référence de SEAG	
File No. / N° de dossier	CCC No. / N° CCC - FMS No. / N° VME XXXXX
Solicitation closes / L'invitation prend fin 1 October 2021 at 02:00 p.m. / 1er septembre 2021 à 14 h	Time zone / Fuseau horaire Eastern Standard Time (EST)
F.O.B. / F.A.B. Plant / Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to / Adresser toutes questions à Yannick Bastonnais	
Telephone No. / N° de téléphone 819-664-7533	
Destination of Goods, Services, and Construction / Destination des biens, services et construction Voir aux présentes—See below	

**Instructions: See herein
Instructions: Voir aux présentes**

Delivery required / Livraison exigée See herein / Voir aux présentes	Delivered offered / Livraison proposée
Vendor/firm Name and address / Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. / N° de télécopieur : 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 l'entrepreneur (Type or print / taper ou écrire en caractères d'imprimerie)	
Signature	Date

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NOTICE TO OFFERORS – STRICT COMPLIANCE

THIS REQUEST FOR STANDING OFFERS (RFSO) IS GOVERNED BY THE CANADIAN COMPETITIVE BIDDING LAWS. THESE LAWS REQUIRE THE OWNER (WAGE) WHO ISSUES AN RFSO TO CONDUCT THE COMPETITION IN ACCORDANCE WITH THE DECLARED RULES OF THE RFSO.

AS A RESULT, OFFERORS MUST BE FULLY COMPLIANT WITH ALL MANDATORY REQUIREMENTS OF THE RFSO. WE HAVE CHOSEN NOT TO CREATE ANY OWNER DISCRETION TO WAIVE NON-COMPLIANCE. THEREFORE, WE WILL DISQUALIFY ANY OFFER WHICH DOES NOT MEET THE MANDATORY REQUIREMENTS OF THE RFSO.

FOR YOUR OFFER TO BE CONSIDERED RESPONSIVE, THE OFFEROR MUST COMPLY WITH ALL OF THE REQUIREMENTS OF THIS REQUEST FOR STANDING OFFERS (RFSO) IDENTIFIED AS MANDATORY. MANDATORY CRITERIA ARE ALSO EXPRESSED BY USING IMPERATIVE VERBS SUCH AS “SHALL”, “MUST”, AND “WILL”.

WE URGE ALL OFFERORS TO READ THE RFSO CAREFULLY AND TO ENSURE THAT THEIR OFFER IS COMPLIANT IN ALL ASPECTS.

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. |

1.2 Summary

- 1.1.1 Translation and comparative editing services are required at TSB and the documents are often

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needed on an urgent basis. Using a variety of media suitable to the purpose of the communication, TSB routinely communicates in English and in French with senior management within the department, managers, human resource advisors, union officials and employees at the corporate, national, regional and local levels, as well as with personnel from other government departments, regulators, and agencies, the transportation industry and the public.

TSB's ability to meet frequent short deadlines is directly related to its ability to produce all material in bilingual format quickly; consequently, access to timely, quality translation services is essential.

TSB is seeking to establish up to eight (8) Standing Offers (SO's) for Translation Services in various streams as follows;

- Up to four (4) SO's under the General Stream;
- Up to four (4) SO's under the Technical Stream;

Table 1: Streams

Stream	Description/Examples
#1-General	
Administration and Management ▪ Including Economics and Finance	<ul style="list-style-type: none"> ▪ General management documents ▪ Policy documents ▪ Administrative texts (letters, memos, etc.) ▪ Financial statements and charts ▪ Presentations
Human Resources Management	<ul style="list-style-type: none"> ▪ Job descriptions ▪ Statements of qualification ▪ Policy documents ▪ Presentations
Communications	<ul style="list-style-type: none"> ▪ Press releases ▪ Speeches ▪ Publications ▪ Websites ▪ Presentations ▪ Social media content ▪ Newsletters
#2-Technical	
Air transportation industry	<ul style="list-style-type: none"> ▪ Technical manuals ▪ PowerPoint presentations ▪ Investigation Reports ▪ Websites ▪ Publications ▪ Policy documents ▪ Data sets
Marine transportation industry	
Pipeline industry	
Rail transportation industry	
Technical data analysis	

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1.2.1 The Transportation Safety Board of Canada has a requirement for translation services from English to French and from French to English. The objective is to establish a Departmental Standing Offer (DSO) for the translation of texts from English to French and from French to English. The DSO will be valid for five (5) years from the date of award with the option to extend the period of the Standing Offer by up to two (2) additional one (1) year periods under the same terms and conditions. The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA). The requirement is subject to a preference for Canadian goods and/or services.

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

1.3 Security requirement

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

1.4 Debriefings

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

1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.16 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 – OFFERORS INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- 2.1.1 All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- 2.1.2 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).
- 2.1.3 The SACC Manual clause [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.
- 2.1.4 Subsection 5.4 of 2006, Standard Instructions – Request for Standing Offers - Competitive Requirements, is amended as follows:
Delete: 60 days
Insert: 180 calendar days
- 2.1.5 SACC Manual Clauses
- M3021T** (2012-07-16) Education and Experience
[M3020T](#) (2016-01-28)- Status of Availability of Resources – Offer

2.2 Submission of Offers

- 2.2.1 Offers must be received by e-mail only, to the attention of Standing Offer Authority Yannick Bastonnais, at the e-mail address indicated on page 1 of the Request for Standing Offer. No later than the date & time indicated on page 1 of the Request for Standing Offer.
- 2.2.2 Only electronic Offers will be accepted.

2.3 Former Public Servant

- 2.3.1 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, bidders 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 bids is completed, Canada will inform the Bidder 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 bid non-compliant.
- 2.3.2 **Definitions**
- 2.3.2.1 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.

2.3.2.2 "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. The lump-sum payment period does not include the period of severance pay, which is measured in a like manner.

2.3.2.3 "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 Bidder a FPS in receipt of a pension? Yes No

If so, the Bidder 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, bidders agree that the successful Bidder'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 Bidder a FPS who received a lump-sum payment pursuant to the terms of the [Work Force Adjustment Directive](#)? Yes No

If so, the Bidder 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; and
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.4 Basis for Canada's Ownership of Intellectual Property

Canada has determined that any intellectual property arising from the performance of the Work under the Contract will belong to TSB.

2.5 Enquiries - Request for Standing Offers

- 2.5.1 All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.
- 2.5.2 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.

2.6 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

Note to Offerors: An Offeror may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offeror. Offerors are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Offer.

2.7 Bid Challenge and Recourse Mechanisms

- 2.7.1 Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- 2.7.2 Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) 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)
- 2.7.3 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

3.1.1 Canada requests that Offerors provide their offer gathered per section and separated as follows:

Section I: 1 electronic copy sent via email to the Standing Offer Authority.

Section II: 1 electronic copy sent via email to the Standing Offer Authority.

Section III: 1 electronic copy sent via email to the Standing Offer Authority

3.1.2 Canada requests that Offerors

3.1.2.1 use a numbering system that corresponds to the RFSO;

3.1.2.2 include a title page on each volume of the Offer that includes the title, date, Offer solicitation number, Offeror's name and address and contact information of its representative; and

3.1.2.3 include a table of contents.

3.2 Section I: Technical Offer

3.2.1 In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements described in paragraphs 4.2 Technical Evaluation, and how they will carry out the Work. The bidder must identify if they want to be considered for Stream 1, Stream 2 or both.

3.2.2 In order to facilitate the evaluation of the Offer, Canada requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their Offer by identifying the specific paragraph number where the subject topic has already been addressed.

3.3 Section II: Financial Offer

3.3.1 Offerors must submit their financial offer in accordance with the Annex C, Basis of Payment. The total amount of Applicable Taxes must be shown separately. Prices must appear in the financial Offer only.

3.3.2 Electronic Payment of Invoices – Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex G – Electronic Payment Instruments to identify which ones are accepted. If Annex G – Electronic Payment Instruments is not completed, it will be considered that Electronic Payment Instruments are not being accepted for payment of invoices. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.3.3 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06) Exchange Rate Fluctuation.

3.4 Section III: Certifications

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

3.4.1.1 Reference Check

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

3.4.1.2 certificate under one or both of the following standards:

- CA/CGSB-131.10-2017 Translation Services (available at <http://www.publications.gc.ca/site/eng/9.840021/publication.html>);
- ISO 17100:2015 Translation services (available at <https://www.iso.org/standard/59149.html>)

PART 4 – EVALUATION PROCEDURE AND BASIS OF SELECTION

4.1 Evaluation Procedures

4.1.1 Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

4.1.2 An evaluation team composed of TSB representatives will evaluate the offers.

4.1.3 Request for Clarifications

If Canada seeks clarification or verification from the Offeror about its Offer, the Offeror will have two (2) working days to provide the necessary information to Canada. Failure to meet this deadline will result in the Offer being declared non-compliant.

4.2 Technical Evaluation

4.2.1 Each Offer will be reviewed to determine whether it meets the Mandatory Requirements of the RFSO. Any element of the RFSO identified with the words “must” or “mandatory” is a Mandatory Requirement. Offers that do not comply with each and every Mandatory Requirement will be declared non-compliant and be disqualified.

4.2.2 Mandatory Requirements

Offerors' Offer must meet the following Mandatory Requirements for their submissions to be considered for further evaluation. Compliance to the Mandatory Requirements will be referenced in the Table 1 below.

4.2.2.1 The Offeror MUST demonstrate that it has at least three (3) years of experience, acquired (within the last five (5) years) under contract or as an employee in the provision of translation services for a federal or provincial government department or agency. The texts must have been translated from English into French and from French into English. The Bidder may use work experience with the TSB.

4.2.2.2 Offerors MUST be certified under one or both of the following standards:

- CA/CGSB-131.10-2017 Translation Services (available at <http://www.publications.gc.ca/site/eng/9.840021/publication.html>);
- ISO 17100:2015 Translation services (available at <https://www.iso.org/standard/59149.html>)

The TSB will not assume any costs associated with acquiring these standards or certification.

4.2.2.3 Offerors MUST demonstrate that they have sufficient qualified translators and revisers to be able to keep five (5) or more tasks in different source languages and of various lengths, complexity, and subject matter in work concurrently and meet delivery dates agreed with clients.

4.2.2.4 Offerors MUST deliver translation done at the Regular rate at a rate no less than 1000 words per business day.

4.2.2.5 Offerors MUST be able to provide service more than eight (8) hours in one day or over a weekend or holiday to meet important deadlines.

4.2.2.6 Stating experience and/or capacity is not sufficient. Offerors MUST provide substantiation for their claims to be considered valid.

Table 1. Mandatory Requirements

	Mandatory Requirements	Meets	Does not meet
M1	The Offeror MUST demonstrate that it has at least three (3) years of experience, acquired (within the last five (5) years) under contract or as an employee in the provision of translation services for a federal or provincial government department or agency. The texts must have been translated from English into French and from French into English.		
M2	Offerors MUST be certified under one or both of the following standards: <ul style="list-style-type: none"> • CAN/CGSB-131.10-2017 Translation Services • ISO 17100:2015 Translation services 		
M3	The Offerors MUST demonstrate that they have sufficient qualified translators and revisers to be able to keep 5 or more tasks in different source languages and of various lengths, complexity, and subject matter in work concurrently and meet delivery dates agreed with clients.		
M4	The Offerors MUST deliver translation done at the Regular rate at a rate of no less than 1000 words per business day.		
M5	Offerors MUST be able to provide service more than 8 hours in one day or over a weekend or holiday to meet important deadlines.		
M6	Offerors MUST provide substantiation for their claims to be considered valid.		

4.3 Point-rated Technical Criteria

4.3.1 Each Offer will be rated by assigning a score to the rated criteria, which are identified in the RFSO by the word “rated” or by reference to a score. Offerors who fail to submit complete Offers with all the information requested by RFSO will be rated accordingly. The rated requirements are described below

Criterion number	Point-rated technical criterion	Points Allocation	Demonstrated Compliance Reference to Offeror’s Offer and achieved score
R1	<p>The Offeror should provide a detailed quality assurance plan demonstrating their ability to provide quality translation and meet the deadlines in accordance with the statement of work. The quality assurance plan shall:</p> <ul style="list-style-type: none"> ▪ Identify each step of the quality assurance process, from planning to delivery. ▪ Identify process for quality assurance on projects requiring multiple translators ▪ Describe what steps are taken when the translation quality is not deemed satisfactory by the client 	<p><u>Poor</u> – Does not demonstrate a quality assurance plan (0 pts) <u>Fair</u> – Demonstrates a quality assurance plan that does not provide detailed information (8 pts) <u>Adequate</u> – Demonstrates a quality assurance plan with information that gives basic details (16 pts) <u>Good</u> – Demonstrates a cohesive quality assurance plan that adequately verifies documents (24pts) <u>Excellent</u> – Demonstrates a cohesive quality assurance plan that exceeds the expectation of document verification (30 pts)</p>	
R2	<p>In its offer, the Offeror should demonstrate its ability to provide high quality translation services on demand, sometimes at very short notice and under tight deadlines per the definition of the requirement in Annex A, Statement of Work.</p> <p>The Offeror must provide a detailed risk management plan explaining how specified deadlines will be met, The risk management plan shall:</p> <ul style="list-style-type: none"> ▪ Identify possible risks in not delivering the Work by the deadline; ▪ Identify solutions in case identified risks arise; ▪ Include the methodology for tracking and ensuring the timely delivery of Work; ▪ Identify methods of mitigating risk. 	<p><u>Poor</u> – Vaguely described and/or not particularly clear; incomplete understanding of the requirement (0 pts) <u>Fair</u> – Some detail provided but still weak; some understanding of the risks associated with the requirement (5 pts) <u>Adequate</u> – Expanded description; conveys a basic understanding of the requirement (10 pts) <u>Good</u> – Conveys a clear understanding of the requirement but some detail missing with regards to risk mitigation approaches (15 pts) <u>Excellent</u> – Meets the requirements of the SOW; all concerns addressed thoroughly and risks are properly mitigated (20 pts)</p>	
R3	<p>The Offeror demonstrates that they have experience in completing translation projects for two different clients with contracts of at least \$100,000 per year for similar work within the last five (5) years.</p>	<p><u>Poor</u> – The description is vague or not particularly clear. Incomplete understanding of the requirement (0 point).</p>	

	<p>To demonstrate this experience, the bidder should provide 4 examples that contact the following information for each contract or project:</p> <ol style="list-style-type: none"> 1. the project's title and description 2. client's reference name who can confirm this ability (current telephone number and e-mail address) 3. the direction of translation (from English to French/from French to English) 4. the number of words in the source document 5. details about the work completed <p>The projects may have been completed for a one or more clients.</p>	<p><u>Fair</u> – Some details are provided, but the description is still poor. Shows some understanding of the requirement (5 points)</p> <p><u>Adequate</u> – Detailed description. Shows an elementary understanding of the requirement (10 points)</p> <p><u>Good</u> – Shows a clear understanding of the requirement, but some details are missing (15 points)</p> <p><u>Excellent</u> – Meets the requirement expressed in the Statement of Work and offers additional services; all concerns are addressed in depth (20 points)</p>		
	Total Maximum points available	70pts	Score:	Pass mark is 71%
	Minimum Pass Mark	50pts		
For Stream 2 only. To be considered in Stream 2, bidders should also meet the following criteria				
Criterion number	Point-rated technical criterion	Points Allocation		Demonstrated Compliance Reference to Offeror's Offer and achieved score
R3.1	<p>The Offeror demonstrates that they have experience in completing translation projects of technical or scientific nature for four different clients with contracts of at least \$100,000 per year for similar work within the last five (5) years.</p> <p>To demonstrate this experience, the bidder should provide two examples that contact the following information for each contract or project:</p> <ol style="list-style-type: none"> 1. the project's title and description 2. client's reference name who can confirm this ability (current telephone number and e-mail address) 3. the direction of translation (from English to French/from French to English) 4. the number of words in the source document 5. details about the work completed <p>The projects may have been completed for a one or more clients.</p>	<p>Have provided translations of technical and scientific reports for organizations or institutions (5 points).</p>		
R3.2	<p>In their offer, the Offeror should demonstrate that they have experience translation technical and/or investigation reports in the</p>	<p>Have provided translations of technical and/or investigation reports in the field of air, marine, rail, or pipeline</p>		

	<p>field of air, marine, rail, or pipeline transportation within the last five (5) years.</p> <p>To demonstrate this experience, the bidder should provide 2 examples that contact the following information for each contract or project:</p> <ol style="list-style-type: none"> 1. the project's title and description 2. client's reference name who can confirm this ability (current telephone number and e-mail address) 3. the direction of translation (from English to French/from French to English) 4. the number of words in the source document 5. details about the work completed <p>The projects may have been completed for a one or more clients.</p>	<p>transportation industries (10 points)</p>		
	Total Maximum points available	85pts	Score:	Pass mark is 76%
	Minimum Pass Mark	65pts		

4.4 Financial Evaluation

- 4.4.1 The price of the Offer will be evaluated in Canadian dollars, all applicable taxes excluded; FOB* destination, Canadian customs duties and excise taxes included.
- 4.4.2 The Financial Evaluation will be based on the total evaluated price of the financial proposal using the tables in Annex C - Basis of Payment, all-inclusive services rates for translation.
- 4.4.3 To determine the Total Evaluated Weighted Cost Per Word, the all inclusive prices and rates submitted in the Annex C: Basis of Payment will be calculated as such:
- 4.4.4 $Price\ per\ Word \times 0.9 + Price\ per\ Word\ (Urgent) \times 0.1 = Weighted\ Average$
- 4.4.5 The Weight Average for all two (2) option periods plus the initial contract period will be added and then divided by three (3). The result will be the Total Evaluated Weighted Cost Per Word for that given work stream. Bidders may submit pricing for one, or both of the work streams as defined in Annex A, Statement of Work. The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders described in Annex C – Basis of Payment.
- 4.4.6 **Financial Evaluation – Evaluation of Price**

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

4.5 Basis of Selection

4.5.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

- A. To be declared responsive, an Offer must:
 - a) comply with all the requirements of the Request for Standing Offers (RFSO); and;
 - b) meet all Mandatory Requirements;
 - c) obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 85 points.
- B. Offers not meeting a) or b) or c) will be declared non-compliant.
- C. The Selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- D. To establish the technical merit score, the overall technical score for each responsive Offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- E. To establish the pricing score, each responsive Offer will be prorated against the lowest evaluated price and the ratio of 30%.
- F. For each responsive Offer, the technical merit score and the pricing score will be added to determine its combined rating.
- G. Neither the responsive Offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive Offer with the highest combined rating of technical merit and price will be recommended for award of a Standing Offer.

4.5.1.1 The following **example** (Table 2) shows a situation where all three offers are responsive and the selection of the Offeror is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000

Table 2. Example of the total price per point calculation

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.03$
	Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30.00$
Combined Rating		84.17	73.15	77.03
Overall Rating		1st	3rd	2nd

Regular: Refers to work undertaken Monday to Friday (except on statutory holidays) between the hours of 07:00 and 17:00 at a rate of no more than 1000 words per day.

Rush: Refers to work undertaken at all other times or in volume greater than 1001 words per day.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Industry Certifications

Offerors must demonstrate that they are certified under one or both of the following standards:

- CA/CGSB-131.10-2017 Translation Services (available at <http://www.publications.gc.ca/site/eng/9.840021/publication.html>);
- ISO 17100:2015 Translation services (available at <https://www.iso.org/standard/59149.html>)

5.1.2.1 By submitting an offer, the Offerors certifies that, if it is awarded a Standing Offer as a result of the RFSO, its resources will have the credentials and experience described in the RFSO and that these resources will be available to perform the Work as required by Canada's representatives and at the time specified in the RFSO or agreed to with Canada's representatives.

5.1.2.2 By submitting a Offer, the Offerors certifies that it has verified the credentials and experience of the resources that will be assigned the work described in the Standing Offer, and that those resources are capable of performing that work.

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

The certifications listed below should be completed and submitted with the bid. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid 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 [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

See Annex E –Federal Contractors Program for Employment Equity Certification

5.2.2.1 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

5.2.2.2 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer

PART 6 – SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

A. STANDING OFFER

6.1 Security Requirement

6.1.1 At the Request for Standing Offers closing date, the following conditions must be met:

- (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
- (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicate in Part 7A - Standing Offer;
- (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites:

6.1.2 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.

6.1.3 For additional information on security requirements, offerors should consult the Contract Security Program 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 fulfill the requirement in accordance with the Statement of Work at Annex “A”

7.2 Security Requirements

7.2.1 The following security requirement (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer: Security requirement for Canadian supplier: Common-Professional Services Security Requirement Check List #6:

- 1) The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS) with approved document safeguarding at the level of protected B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
- 2) The contractor/offeror personnel requiring access to **protected** information, assets or work site(s) must **each** hold a valid **reliability status**, granted or approved by the CSP, PWGSC
- 3) The contractor **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 up to the level of **protected B**
- 4) Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC
- 5) The contractor/offeror must comply with the provisions of the:
 1. Security Requirements Check List and security guide (if applicable), attached at Annex D
 2. Contract Security Manual (latest edition).

7.3 Safeguarding Electronic Media

7.3.1 Before sending them to Canada or using them on Canada's equipment, the Contractor must use a regularly updated product to scan electronically all electronic files and media used to perform the Work for viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic file or medium used for the Work is found to contain viruses or other coding intended to cause malfunctions.

7.4 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.

7.4.1 General Conditions

[2005 \(2017-06-21\)](#) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.4.2 Standing Offers Reporting

- 7.4.2.1 The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.
- 7.4.2.2 The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "I". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.
- 7.4.2.3 The data must be submitted on a quarterly basis to the Standing Offer Authority. The quarterly reporting periods are defined as follows:
 - 1st quarter: April 1 to June 30;
 - 2nd quarter: July 1 to September 30;
 - 3rd quarter: October 1 to December 31;
 - 4th quarter: January 1 to March 31.
- 7.4.2.4 The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

7.5 Term of Standing Offer

7.5.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from **(insert at SO award date)** to five (5) calendar year thereafter.

7.5.2 Extension of Standing Offer

- 7.5.2.1 If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) periods, for one (1) additional year each, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.
- 7.5.2.2 The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) calendar days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5.3 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.

7.5.4 Delivery Points

Delivery of the requirement will be made electronically to the TSB head Office located in the National Capital region.

7.6 Authorities

7.6.1 Standing Offer Authority

The Standing Offer Authority for the Contract is

NAME: Yannick Bastonnais
ADDRESS: 200 Promenade du Portage, 4th floor, Gatineau QC K1A 1K8
TELEPHONE:
E-MAIL: ReceptionSoumissions.BidReceipt@bst-tsb.gc.ca

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

7.6.2 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.

7.6.3 Contractor's Representative

The Offeror's Representative for the Contract is (insert when Standing Offer is awarded).

7.7 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.

7.8 Identified Users

The Identified User (IU) authorized to make call-ups against the Standing Offer is: Transportation Safety Board of Canada.

7.9 Call-up Procedures

7.9.1 Qualified offerors in each stream will be placed on a list managed by the Project Authority. As requirements are identified, the IU will contact offerors depending on the volume and type of work.

7.9.1.1 right of first refusal basis:

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-

ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately.

7.10 Call-up Instrument

The Work will be authorized by the IU using TSB's Call-up against a Standing Offer form. Call-ups must be made by the TSB's 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.

7.11 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Applicable Taxes included).

7.12 Financial Limitation

- 7.12.1 The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$600,0000 (*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.
- 7.12.2 The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.13 Priority of documents

- 7.13.1 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 Agreement of the Standing Offer;
 - c) The General Conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
 - d) the general conditions [2010B](#) (2020-05-28) General conditions: Professional services (medium complexity
 - e) the supplemental general conditions [4007](#) (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
 - f) Annex A – Statement of Work;
 - g) Annex B – Specifications and Standards;
 - h) Annex C – Basis of Payment
 - i) Annex D – Security Requirements Check List;
 - j) Annex E – Federal Contractors Program for Employment Equity Certification
 - k) Annex F – Electronic Payment Instruments
 - l) Annex G – Offer submission form

- m) Annex H – Standing Offer reporting requirements
- n) the Offeror's offer dated _____

7.14 Certifications and Additional Information

7.14.1 Compliance

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

7.14.2 SACC Manual Clauses

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

7.15 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in *(as specified by the Offeror in its offer)*

7.16 Transition to an e-Procurement Solution (EPS)

- 7.16.1 During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.
- 7.16.2 Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.
- 7.16.3 If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.
- 7.16.4 When the Standing Offer is awarded, the Offerors MUST sign a Non-Disclosure Agreement, have all its resources likely to work on TSB materials at any time during the validity of the Standing Offer sign a Non-Disclosure Agreement, and submit the signed Non-Disclosure Agreements to the Standing Offer Authority.

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010B](#) (2020-05-28) General conditions: Professional services (medium complexity) apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

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

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.3.2 Delivery Date

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment

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

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

7.5.2 Limitation of Expenditure

7.5.2.1 Canada's total liability to the Contractor under the Contract must not exceed the amounts described in Table 1 of article 7.10. Customs duties are included and Applicable Taxes are extra.

7.5.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

7.5.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 **Monthly Payment**

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

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

7.5.4 **SACC Manual Clauses**

[A9117C](#) (2007-11-30) T1204 – Direct Request by Customer Department

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

The Contractor accepts to be paid using any of the Electronic Payment Instrument(s) listed in Annex C – Electronic Payment Instruments.

7.6 **Invoicing Instructions**

7.6.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed

7.6.2 The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

7.6.3 The Contractor must provide the original of each invoice to the Project Authority and a copy to the [Contracting Authority](#) identified under the section entitled "Authorities" of the Contract.

7.7 Insurance

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

7.8 Travel and Living Expenses

There are no travel and living expenses associated with the Contract.

7.9 Implementation of Professional Services

If similar professional services are currently being provided by another supplier or by Canada's own personnel, the Contractor is responsible for ensuring that the transition to the professional services it provides under the Contract is completed in a way that does not disrupt Canada's operations or users, and does not result in any interim degradation to the timeliness or quality of service. The Contractor is solely responsible for any additional training required by its resources to perform the Work, and time spent by resources on that training or becoming familiar with the Client's environment must not be charged to Canada. The transition will be considered complete once the Contractor has demonstrated, to the satisfaction of the Project Authority, that it is ready and able to carry out the Work. The transition must be complete by no later than 10 working days after the Contract is awarded. All costs associated with establishing itself to provide the professional services are the responsibility of the Contractor.

7.10 Transition Services at the End of the Contract Period

The Contractor agrees that, in the period leading up to the end of the Standing Offer, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

7.11 OPO CLAUSES

7.12 Clause for solicitation documents and regret letters for unsuccessful bidders

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

7.13 Contract Clauses - Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

7.14 **Contract clause – Contract Administration**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

7.15 **Force Majeure**

Neither Party will be liable for any failure or delay in performing an obligation under this Contract that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist acts, epidemics, pandemics, quarantine, breakdown of communication facilities, breakdown of web hosts, breakdown of internet service providers, natural catastrophes, governmental acts or omissions, changes in laws or regulations.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.)

Annex A – Statement of Work

1 Title

TRANSLATION SERVICES

2 Background

The Transportation Safety Board of Canada (TSB) is seeking high-quality translation, sometimes on very short notice and within tight deadlines, for a wide variety of subject matters related to investigation reports, communications, data reporting and other materials essential to the advancement of transportation safety in Canada and to the fulfillment of the mandate of the TSB.

The TSB is an independent agency that advances transportation safety in the air, marine, pipeline and rail modes of transportation by

- conducting independent investigations into transportation occurrences in order to make findings as to their causes and contributing factors;
- reporting publicly on its investigations and the related findings;
- identifying safety deficiencies as evidenced by transportation occurrences; and
- making recommendations designed to eliminate or reduce any such safety deficiencies.

3 REFERENCE MATERIAL

The Offeror must exercise professional judgment when using the reference documents, in accordance with each email following the Call-up.

The Offeror will receive these documents at the beginning of each request or they will be available on the Department's website or by contacting the Project Authority.

The Offeror may also receive terminology in the reference documents sent with the translation request form by the Translation Coordinator of Language Services.

4 Bidder and bidder's resources

- 4.1 The Offeror must have at least three (3) years of experience, acquired (within the last five (5) years) under contract or as an employee in the provision of translation services for a federal or provincial government department or agency. The texts must have been translated from English into French and from French into English.
- 4.2 The resources assigned to TSB work must have the credentials and experience described in Part 4, article 4.2.2 Mandatory Requirements.
- 4.3 Once the Standing Offer is awarded, the Offeror must assign a coordinator to the TSB who will be a single point of contact for obtaining estimates, managing the distribution of documents, responding to queries, etc.

5 Scope of work

- 5.1 Provide high-quality English-to-French and French-to-English translation, as applicable in Stream 1 and/or Stream 2 as described in table A.1 below.

Table A.1	
Stream 1-General	Description/Examples
Administration and Management ▪ Including Economics and Finance	<ul style="list-style-type: none"> ▪ General management documents ▪ Policy documents ▪ Administrative texts (letters, memos, etc.) ▪ Financial statements and charts ▪ Presentations ▪
Human Resources Management	<ul style="list-style-type: none"> ▪ Job descriptions ▪ Statements of qualifications ▪ Policy documents ▪ Presentations ▪
Communications	<ul style="list-style-type: none"> ▪ Press releases ▪ Speeches ▪ Publications ▪ Websites ▪ Presentations ▪ Social media content ▪ Newsletters ▪
Stream 2-Technical	
Air transportation industry	<ul style="list-style-type: none"> ▪ Technical manuals ▪ PowerPoint presentations ▪ Investigation reports ▪ Websites ▪ Publications ▪ Policy documents ▪ Data sets
Marine transportation industry	
Pipeline transportation industry	
Rail transportation industry	
Technical data analysis	

5.2 Secure and manage translation of other languages to or from English or French, as well as transcription of audio files as a precursor to translation, if necessary.

5.3 Ensure the following for each translation project:

- 5.3.1 Application of the quality standards detailed in section 5 of Annex B – Specifications and Standards
- 5.3.2 Timely reception and delivery of correspondence, source documents, reference materials, and translations by maintaining both a reliable email service and a secure, password-protected file-transfer facility
- 5.3.3 Retention of the format (including template, layout, styling, software application) of the source document

- 5.3.4 Adherence to TSB standards for style, level of language, terminology, etc. as described in TSB style guides, glossaries, databases, and other relevant specifications and references indicated by the TSB Project Authority
- 5.3.5 Use of standard text provided by the TSB Project Authority
- 5.3.6 Use of relevant non-TSB reference and source materials
- 5.3.7 Maintenance and use a translation memory of published or otherwise final TSB materials to ensure consistency of terminology, expression, etc. and to identify translation or terminology discrepancies or errors
- 5.3.8 Consultation with the TSB resource person to clarify the task and resolve questions concerning translation, terminology, documentation, etc.
- 5.3.9 Revision and proofreading of the translation, whether it was done by a single or several translators, to ensure accuracy of translation, consistency of style and terminology, and correct grammar, syntax, spelling, and punctuation, while respecting the agreed delivery date
- 5.3.10 Use of virus detection and elimination software so that files are delivered virus-free
- 5.3.11 Delivery of the translation at the time and on the agreed date, and under the conditions specified in the translation request
- 5.3.12 Maintenance of a translation memory or database for TSB content

6 Deliverables

- 6.1 The Offeror who accepts the work will submit the following deliverables to the TSB Project Authority within the established time frame:
 - 6.1.1 The translation service that was requested. The translated document must meet required service and quality standards and must be delivered by secure email or FTP at the time and to the correct individual as specified in the translation project request.
 - 6.1.2 All translations must use the same template, layout, styling, and software application as the source text. The translation/editing must be ready for use (i.e., free of comments, questions and/or notes) upon delivery to the TSB, unless previously agreed otherwise by the TSB Project Authority or their delegate.

If the Contractor accepts work but completes it in an untimely or unacceptable fashion (not meeting service standards), the TSB will impose penalties per Annex B article 9.4.

Annex B – Specifications and Standards

The Contractor must provide the deliverables specified within each Task Authorization according to the following specifications and standards:

1 Language of Work

- 1.1 The Contractor requires an exceptional knowledge of English and French, including mastery of grammar, usage and the principles of composition, as well as the style conventions in common use within the Government of Canada.
- 1.2 In accordance with the terms of the Standing Offer, the Offeror can use either of Canada's official languages when communicating with the TSB in relation to this Standing Offer.
- 1.3 All deliverables will be produced and delivered in the target language of the particular project, as specified in the translation request.

2 Volume of Work

- 2.1 Publishing demands and volume are unpredictable. The Contractor **MUST** be able to provide service more than 8 hours in one day or over a weekend or holiday to meet important deadlines.

3 Word Count for Translation

- 3.1 A word is defined as a contiguous series of letters. Numbers that appear in the text are considered words and must also be translated.
- 3.2 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. TSB Project Authority will inform the Offeror of the word count via the email request, the Offeror shall confirm the word count with the TSB Project Authority and any discrepancies shall be resolved prior to the commencement of Work.
- 3.3 Should there be any disagreement, the TSB Project Authority will redo the word count with a view to reaching an agreement with the Offeror. The Offeror must notify the TSB Project Authority of any changes to the word count.
- 3.4 If an agreement cannot be reached, the final decision on the word count will be made by the TSB Project Authority.

4 Format and Software for Translation

- 4.1 The work will be done using the same—and using the same version of—software as that used to produce the source document, unless specified otherwise by the TSB Project Authority in the translation request.
- 4.2 Electronic formats other than those specified by the TSB will not be accepted.
- 4.3 The Offeror must deliver work by email or by FTP on the date (and at the time, if applicable) provided in the estimate, unless previously agreed otherwise with the TSB contact person.

- 4.4 If it is necessary to compress files for delivery, the Offeror must use a standard, commercially available data compression software agreed in advance with the TSB Project Authority.
- 4.5 At all times, the Contractor must use virus-detection and -elimination software to ensure the delivery of virus-free files to the TSB.

5 Quality Standards

- 5.1 In view of the nature of the documents, the Offeror must have a quality control system in place. The quality of Work delivered under the Standing Offer must meet the following standards and be to the satisfaction of the TSB Project Authority.
 - 5.1.1 Translations must be completed using a style and level of language that is consistent with the nature and end use of the document.
 - 5.1.2 The Offeror will ensure standardization and consistency of terminology by using translation memories, TSB guidance materials, and TSB or other references, as well as assigning translation and revision to resources experienced in TSB work and/or with subject-matter expertise.
 - 5.1.3 The Offeror must ensure that translations done by more than one translator are revised to ensure uniformity of terminology, level of language and style, while respecting TSB's established timelines.

5.2 Inspection and Acceptance of Deliverables

- 5.2.1 All deliverables and services rendered under this requirement are subject to inspection by the TSB Project Authority. Should any deliverable not meet the quality standard in article 5.1 and be to the satisfaction of the TSB Project Authority, the TSB Project Authority will have the right to reject it or require correction before payment will be authorized (see Article 9 – Required Quality Service Standards and Remedies for Non-Performance).

6 Documentation, Terminology and Resource Person

- 6.1 The TSB Project Authority or their delegate will provide the Contractor with the name of a TSB resource person for each text to be translated.
- 6.2 It is the Offeror's responsibility to acquire and maintain translation memories, terminology databases, and other references to ensure the use of terminology acceptable to the TSB as well as consistency across projects, and to provide the TSB Project Authority with any new terminology resulting from special projects, if requested.

7 Equipment and Supplies

- 7.1 The Offeror will supply all of the tools, equipment, hardware, software, and services required to carry out the work. The Offeror must have access to a reliable e-mail service as well as a secure file transfer facility that permits the receipt and return of large files.

8 Reporting Requirements

- 8.1 All services and deliverables specific to each translation request will be provided to TSB according to the following:

8.1.1 Availability and Deadlines

- 8.1.1.1 The Transportation Safety Board's regular working hours are from 07:00 to 17:00 Monday to Friday (EST/EDT). The Offeror may be required to be available for the delivery of services outside these regular working hours, on weekends and on statutory holidays. All work at the Rush rate is to be pre-authorized as such by the TSB Project Authority.
- 8.1.1.2 Every effort will be made by the TSB to provide the Offeror with reasonable deadlines. If for reasons outside his or its control, the Offeror is unable to meet the established deadline, they must contact the TSB as early as possible before the deadline to make other arrangements.

8.1.2 Delivery

- 8.1.2.1 Source documents for translation, as well as any accompanying materials, will be delivered to the Offeror by secure email or FTP, and the completed work returned to the TSB by similar means. If the work cannot be sent to the TSB electronically, it should be delivered to the address indicated below, either in person or by courier, at the Contractor's expense.

Publishing Services
Transportation Safety Board of Canada
200 Promenade du Portage, 4th floor
Gatineau QC K1A 1K8

9 Required Quality Service Standards and Remedies for Non-Performance

- 9.1 In the provision of translation services, the Offeror must comply with TSB's quality service standards based on the following definitions of major errors and minor error:

9.1.1.1 **Major Errors** include, but are not limited to:

- Factual errors introduced by the Offeror (including mistakes in tables and charts)
- Omission of a sentence, of part of sentence containing important details
- Omission of a name, if this could create some confusion
- Mistranslation that could have an impact (especially in a decision)
- Errors in dates
- Critical omissions or gibberish
- Translation inaccuracies, *faux-sens*, and/or errors in formatting such that the intent or message of the original document is altered or strays from the original message
- 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)

9.1.1.2 **Minor Errors** include:

- Errors in grammar, style, punctuation or spelling and/or minor omissions.
- Typos, Gallicisms, inaccuracies, grammatical errors
- Lack of concision and clarity
- Use of a term other than the term indicated in the terminological database to designate a concept that is of limited importance or that is defined in the text
- Failure to respect generally recognized typographical rules
- Minor failure to respect the format or layout of the source document (including font)

9.2 Required Quality Service Standards

- 9.2.1 In view of the nature of the documents, the Offeror must have a quality control system in place. The quality of Work delivered under the Standing Offer must meet the following Quality Service Standards and be to the satisfaction of the TSB Project Authority .
 - 9.2.1.1 Translations must be completed using a style and level of language that is consistent with the nature and end use of the document.
 - 9.2.1.2 The Offeror will ensure standardization and consistency of terminology by using translation memories, TSB guidance materials, and TSB or other references, as well as assigning translation and revision to resources experienced in TSB work and/or with subject-matter expertise.
 - 9.2.1.3 The Offeror must ensure that translations done by more than one translator are revised to ensure uniformity of terminology, level of language and style, while respecting TSB’s established timelines.
 - 9.2.1.4 The Offeror shall submit completed work that contains no more than one (1) major error per 2000 words. A document of less than 2000 words MUST be free of major errors.
 - 9.2.1.5 The Offeror shall submit completed work that contains no more than one (1) minor error per 350 words.
 - 9.2.1.6 The Offeror shall submit the requested work on time and in accordance with the deadlines established and agreed to by the TSB Project Authority and the Offeror at the time of the translation request.
 - 9.2.1.7 The Offeror must maintain the capacity to translate simultaneously and at the identified level of quality more than 5 translations in one or more of the 4 subject matter areas (modes of transportation) in addition to associated communications products

9.3 Inspection and Acceptance of Deliverables

- 9.3.1 All deliverables and services rendered under this requirement are subject to inspection by the TSB Project Authority. Should any deliverable not meet the quality standard in articles 9.1 & 9.2 and be to the satisfaction of the TSB Project Authority, the TSB Project Authority will have the right to reject it or require correction before payment will be authorized (see Article 9.2 – Required Services Standards and Article 9.4- Non-Performance).

9.4 Non-performance

- 9.4.1 Failure on the part of the Offeror to adhere to the required quality service standards (per section 9) may result in the application of a fee abatement by the TSB. In cases where the Offeror has failed to adhere to the required service standards, the TSB reserves the right to apply an abatement to the Offeror’s fee per the following table:

Table 3. Fee abatement for service standards not met

Required service standard not met	Fee abatement
9.2.1.4 and/or 9.2.1.5	An abatement to the Offeror’s invoice for the translation project that does not exceed 50% of the total \$ value of the translation project (not including GST/QST)

9.2.1.6	<ul style="list-style-type: none"> • An abatement to the Offeror's invoice for the translation project that is equal to 10% of the total \$ value of the translation project (not including GST/QST) for the first day of delay. • An abatement to the Offeror's invoice for the translation project that is equal to 5% of the total \$ value of the translation project (not including GST/QST) for each day after the first day of delay. • After 10 days of delay, the TSB Project Authority reserves the right to cancel the translation project at no expense to the TSB and assign the work to another Offeror's Standing Offer.
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9.4.2 The TSB reserves the right to apply the fee abatement policy at its sole discretion. The TSB will consider all aspects of each individual case prior to rendering the decision to impose the fee abatement policy. Furthermore, repeated failure to comply with the required service standards may result in the Call-up and/or Standing Offer being terminated.

10 Personnel

10.1 Resource Qualifications

- 10.1.1 The Contractor is required to ensure that the individual resources providing services to the TSB are security cleared (enhanced reliability level), and that they are operating at all times in accordance with all applicable legislation, regulations, codes, policies and procedures.
- 10.1.2 The Contractor MUST ensure that all individual resources are qualified to provide services as a result of this RFP and keep up-to-date with developments in their professional field.
- 10.1.3 Unless the Contractor is unable to do so for reasons beyond his or her control, the Contractor MUST ensure that tasks are delegated only to individuals who have met the Mandatory Requirements set forth in the attached RFP.

11 TSB Support

- 11.1 The TSB will identify an authorized Project Authority to whom the Offeror will report during the period of the Standing Offer. The Project Authority or their delegate will be responsible for coordinating any and all translation requests, providing as-required direction and guidance to the Offeror, and accepting and approving Offeror deliverables on behalf of the TSB.
- 11.2 The TSB authorized Project Authority or their delegate will ensure that TSB employees are available to the Offeror as required to answer questions on content and on TSB standards and procedures.

12 Task Authorization process

- 12.1 The Offeror is to follow this process for each translation project:
 - 12.1.1 The TSB authorized representatives send the Offeror an email requesting a time and cost estimate to translate an attached/transferred document.
 - 12.1.2 If necessary, the Offeror consults the TSB resource person to clarify the translation project.
 - 12.1.3 Within one business day of receiving the request for an estimate, the Offeror confirms the word count for translation, provides a per-word and total price

(according to the rates in Annex C), and gives a firm project delivery date/number of days to complete the work after approval.

- 12.1.4 The TSB authorized representatives email approval to proceed with the work in accordance with the Call-up.
- 12.1.5 As required during the work, the Offeror consults with the TSB Project Authority to clarify the task or resolve questions concerning translation, terminology, documentation, etc.
- 12.1.6 The Offeror delivers the translated and revised materials to the TSB Project Authority on the date provided in the estimate and in the format described in the translation request.

Annex C – Basis of Payment

1 In consideration of Work satisfactorily performed in accordance with the Standing Offer, and in accordance with an individual Call-up and email request, the Offeror will be paid in accordance with the following basis of payment.

2 ALL INCLUSIVE RATES

2.1 The Offeror’s all-inclusive rates per word shall include all expenses associated with the provision of the services required under this Standing Offer. No other fees, costs or amounts will be paid, applicable taxes extra. Bidders are required to identify under which stream they are submitting their financial bid.

Table 4.1

Stream 1: all-inclusive rates per word for translation services during the Standing Offer initial Period

Description	Rate per word -Year 1 (from contract award date to ___)	Rate per word -Year 2 (from contract year 1 end date to ___)	Rate per word -Year 3 (from contract year 2 end date to ___)	Rate per word -Year 4 (from contract year 3 end date to ___)	Rate per word -Year 5 (from contract year 4 end date to ___)
Regular* Rate	\$ /word	\$ /word	\$ /word	\$ /word	\$ /word
Rush** Rate	\$ /word	\$ /word	\$ /word	\$ /word	\$ /word

*Regular: Refers to work undertaken Monday to Friday (except on statutory holidays) between the hours of 07:00 and 17:00 at a rate of no more than 1000 words per day.

**Rush: Refers to work undertaken at all other times or in volume greater than 1001 words per day.

Table 5.2

Stream 2: all-inclusive rates per word for translation services during the Standing Offer initial Period

Description	Rate per word -Year 1 (from contract award date to ___)	Rate per word -Year 2 (from contract year 1 end date to ___)	Rate per word -Year 3 (from contract year 2 end date to ___)	Rate per word -Year 4 (from contract year 3 end date to ___)	Rate per word -Year 5 (from contract year 4 end date to ___)
Regular* Rate	\$ /word	\$ /word	\$ /word	\$ /word	\$ /word
Rush** Rate	\$ /word	\$ /word	\$ /word	\$ /word	\$ /word

*Regular: Refers to work undertaken Monday to Friday (except on statutory holidays) between the hours of 07:00 and 17:00 at a rate of no more than 1000 words per day.

**Rush: Refers to work undertaken at all other times or in volume greater than 1001 words per day.

2.2 Options to Extend the Standing Offer Period

2.2.1 Subject to the exercise of the option to extend the Standing Offer period in accordance with PART 7.A, article 7.5.2 of the original Standing Offer, Extension of Standing Offer, the Offeror will be paid the all-inclusive rates per word, in accordance with the following table, applicable taxes extra, to complete all Work and services required to be performed in relation to the Standing Offer extension.

2.3 Table 6.1

Stream 1: all-inclusive rates per word for translation services during the Standing Offer Option Periods

Description	Firm unit prices	
	Option Period 1 (from contract year 5 end date to ____)	Option Period 2 (from contract year 6 end date to ____)
Regular* Rate	\$ /word	\$ /word
Rush** Rate	\$ /word	\$ /word

*Regular: Refers to work undertaken Monday to Friday (except on statutory holidays) between the hours of 07:00 and 17:00 at a rate of no more than 1000 words per day.

**Rush: Refers to work undertaken at all other times or in volume greater than 1001 words per day.

2.4

Table 7.2

Stream 2: all-inclusive rates per word for translation services during the Standing Offer Option Periods

Description	Firm unit prices	
	Option Period 1 (from contract year 5 end date to ____)	Option Period 2 (from contract year 6 end date to ____)
Regular* Rate	\$ /word	\$ /word
Rush** Rate	\$ /word	\$ /word

*Regular: Refers to work undertaken Monday to Friday (except on statutory holidays) between the hours of 07:00 and 17:00 at a rate of no more than 1000 words per day.

**Rush: Refers to work undertaken at all other times or in volume greater than 1001 words per day.

3

GST or QST

- a) All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST), or Quebec Sales Tax (QST), as applicable, unless otherwise indicated. The GST, QST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- b) The estimated GST or QST of \$ **insert at contract award** is included in the total estimated cost shown on page 1 of this Contract. The estimated HST or QST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or QST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST or QST paid or due.

Annex D – Security Requirements Check List

INCLUDE SRCL#6

Annex E – Federal Contractors Program for Employment Equity Certification

I, the Offeror, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the Contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [ESDC-Labour's](#) website.

Date: Click or tap to enter a date. (If left blank, the date will be deemed to be the RFSP closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Offeror certifies having no work force in Canada.
 - A2. The Offeror certifies being a public sector employer.
 - A3. The Offeror certifies being a federally regulated employer being subject to the Employment Equity Act.
 - A4. The Offeror certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
 - A5. The Offeror has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Offeror certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
- OR
- A5.2. The Offeror certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to Contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.
- OR
- B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

Annex F to PART 3 OF THE REQUEST FOR STANDING OFFERS – Electronic Payment Instruments

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

Direct Deposit;

Electronic Data Interchange (EDI);

Annex G – Offer Submission Form

Bidder's full legal name [Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]			
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name		
	Title		
	Address		
	Telephone #	Fax #	
	Fax #		
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]			
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting Contract (if other than as specified in solicitation)			
Former Public Servants See the sub-part in PART 2 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the information required by the Article in PART 2 entitled "Former Public Servant Certification"		
	Is the Bidder a FPS who received a lump-sum payment under the terms of the work force adjustment directive? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the information required by the Article in PART 2 entitled "Former Public Servant Certification"		
Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]			
Security Clearance Level of Bidder [include both the level and the date it was granted] [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]			
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:			
1. The Bidder considers itself and its products able to meet all the Mandatory Requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a Contract, it will accept all the terms and conditions set out in the resulting Contract clauses included in the bid solicitation.			
Signature of Authorized Representative of Bidder			

Annex H

STANDING OFFER REPORTING REQUIREMENTS

Quarterly reports must contain the following information:

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