

**REQUEST FOR STANDING OFFERS (RFSO)**

**FOR THE REQUIREMENT OF**

**ADMINISTRATIVE AND JUDICIAL TRANSLATION SERVICES**

**File No. FJA-RFSO-2023-001**

**CLOSING DATE: Monday, July 10, 2023, at 5:00 p.m. (ET)**

**OFFERS TO BE SUBMITTED TO:**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement and the Basis of Payment.

#### **List of Attachments to Part 3 (Offer Preparation Instructions):**

Attachment 1 to Part 3: Pricing Schedule

#### **List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection):**

Attachment 1 to Part 4: Mandatory Technical Criteria  
Attachment 2 to Part 4: Point-Rated Technical Criteria  
Attachment 3 to Part 4: Reference Questionnaire

### **1.2 Summary**

1.2.1 The Office of the Commissioner for Federal Affairs Canada (FJA) and the Canadian Judicial Council (CJC) have a requirement for translation services on an “as and when requested” basis in the following categories:

- a) **CATEGORY A:** English to French and French to English ADMINISTRATIVE translation where approximately 90% or the requirement is English to French. The estimated yearly volume is 200,000 words for this category.
- b) **CATEGORY B:** English to French and French to English JUDICIAL translation where approximately 85% or the requirement is English to French. The services are required primarily for the translation of the headnotes, captions and digests that appear in the *Federal Courts Reports* (FCR or the Reports), an official publication of the Federal Courts Reports section at FJA. The estimated yearly volume is 200,000 words for this category.

FJA was established in 1978 to safeguard the independence of the judiciary and provide federally appointed judges with administrative services independent of the Department of Justice.

The CJC was created in 1971 by the Canadian Parliament to promote efficiency and uniformity, and improve the quality of judicial service, in Canada’s superior courts.

The Federal Courts Reports (the Reports) are the official reports of decisions of the [Federal Court of Appeal](#) and of the [Federal Court](#). They are published pursuant to section 58 of the Federal Courts Act, which provides that only the decisions or the parts of them that, in the editor's opinion, are of sufficient significance or importance to warrant publication in the Reports shall be included therein. Selected decisions are published in both official languages and undergo a thorough editorial process. This process includes the preparation of headnotes and captions and translation accuracy confirmation.

The FJA website: <https://www.fja-cmf.gc.ca/home-accueil/index-eng.html>

The CJC website: <https://cjc-ccm.ca/en>

1.2.2 This Request for Standing Offer is intended to result in the award of at least two (2) Standing Offers for category A, B or A and B combined, each for two (2) years, plus three (3) one-year irrevocable options allowing Canada to extend the term of the Standing Offer(s).

The estimated start date of the Standing Offer is July 2023.

1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canada–Ukraine Free Trade Agreement, the Canada-Chile Free Trade Agreement, the Canada-Peru Free Trade Agreement, the Canada–Honduras Free Trade Agreement, the Canada-Colombia Free Trade Agreement, the Canada-Panama Free Trade Agreement, the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada Korea Free Trade Agreement (CKFTA) and the Canadian Free Trade Agreement (CFTA).

1.2.4 There are no accessibility requirements associated with this requirement.

1.2.5 Canada to Own Intellectual Property Rights in Foreground Information.

### **1.3 Debriefings**

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

### **1.4 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 7.15 Transition to an e-Procurement Solution (EPS).

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

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The [2006](#) (2022-12-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements is amended as follows:

Delete: 60 days  
Insert: 90 days

## 2.2 Submission of Offers

Offers must be submitted to [FJA.Admin@fja-cmf.gc.ca](mailto:FJA.Admin@fja-cmf.gc.ca) or by registered mail by the date and time indicated on page 1 of the RFSO.

See section 3.1 for further information.

## 2.3 Former Public Servant

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

## Definitions

For the purposes of this clause,

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

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

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

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

## Former Public Servant in Receipt of a Pension

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

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

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

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

## Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

### 2.4 Enquiries - Request for Standing Offers

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

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

### 2.5 Applicable Laws

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

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

### 2.6 Basis for Canada's Ownership of Intellectual Property

Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reason, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#): «To generate knowledge and information for public dissemination»

### 2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential Offerors to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages Offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [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)

(c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

## 2.8 Volumetric data

The "Estimated Number of Words" data has been provided to Offerors to assist them in preparing their offers. The inclusion of this data in this RFSO does not represent a commitment by Canada that Canada's future usage of the service identified in this RFSO will be consistent with this data. It is provided purely for information purposes.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submit its offer to [FJA.Admin@fja-cmf.gc.ca](mailto:FJA.Admin@fja-cmf.gc.ca) in **separate searchable PDF or MS Word files (attachements)** as follow:

- Technical Offer,
- Financial Offer,
- Certifications.

The maximum size per email (including attachments) is limited to **20 MB**. If you exceed this limit, FJA may not receive your offer. In doubt, FJA suggests that you send your offer in separate emails.

FJA will not be responsible for any failure attributable to the transmission or receipt of the email offer. FJA will send a confirmation email to the Offeror when its offer is received.

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

Section I: Technical Offer (3 hard copies)

Section II: Financial Offer (3 hard copies)

Section III: Certifications (3 hard copies)

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided by email, the wording of the electronic copy provided by email will have priority over the wording of the other copies.

Offerors are responsible for sending their offer to allow enough time for the FJA to receive the offer by the closing period indicated in this RFSO.

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

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

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

(a) use 8.5 x 11 inch (216 mm x 279 mm) paper;



(b) use a numbering system that corresponds to the RFSO.

In order to assist Canada in meeting the objectives of the [Policy on Green Procurement](#), when feasible Offerors should prepare and submit their offer as follows:

- 1) Include all environmental certification(s) relevant to your organization (such as ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.).
- 2) Include all third party environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (such as Canadian Standards Association (CSA Group), Underwriters Laboratories (ULSolutions); Forest Stewardship Council (FSC), ENERGYSTAR, etc.).
- 3) Unless otherwise noted, offerors are encouraged to submit offers electronically. If hard copies are required, offerors should:
  - a) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably managed forest and containing minimum 30% recycled content; and
  - b) use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of Cerlox, duo tangs, spiral binding or binders, and must not contain any single-use plastics.

Canada is committed to achieving [net zero greenhouse gas \(GHG\) emissions by 2050](#) in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitations may include the following:

- there may be evaluation criteria or other instructions in the solicitation or contract documents related to measuring and disclosing your company's GHG emissions;
- you may be requested or required to join one of the following initiatives to submit a bid, offer or arrangement or if you are awarded the contract:
  - Canada's Net-Zero Challenge;
  - the United Nations Race to Zero;
  - the Science-based Targets Initiative;
  - the Carbon Disclosure Project;
  - the International Organization for Standardization;
- you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.

## **Section I: Technical Offer**

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

### **i. Substantiation of Technical Compliance:**

- A. **Mandatory Technical Criteria:** The technical offer must substantiate the compliance of the Offeror and its products and services with the specific requirements of Attachment 1 to Part 4, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s) but must explain and demonstrate how the Offeror will meet the requirements and carry out the required Work. Simply stating that the Offeror or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Offeror will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the offer - this information can be referenced in the "Offeror's Response" column of Attachment 1 to Part 4 where Offerors are requested to indicate where in the offer the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Offeror direct Canada to the appropriate location in the documentation.
- B. **Point-Rated Technical Criteria:** The technical offer must substantiate the compliance with the specific articles of Attachment 2 to Part 4, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Offeror will meet the requirements and carry out the required Work. Simply stating that the Offeror or its proposed solution or resources comply is

not sufficient. Where Canada determines that the substantiation is not complete, the Offeror will be rated accordingly. The substantiation may refer to additional documentation submitted with the offer - this information can be referenced in the "Offeror's Response" column of Attachment 2 to Part 4, where Offerors are requested to indicate where in the offer the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Offeror direct Canada to the appropriate location in the documentation.

- ii. **For Proposed Resources:** The technical offer must include resumes for the resource(s) as identified in Attachment 1 to Part 4. The Technical offer must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
- A. Proposed resources may be employees of the Offeror or employees of a subcontractor, or these individuals may be independent contractors to whom the Offeror would subcontract a portion of the Work.
  - B. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of offer closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Offeror must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
  - C. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of offer closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Standing Offer Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Offeror must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
  - D. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.
  - E. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical offer does not include the relevant dates (month and year) for the experience claimed (i.e. the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
  - F. For work experience to be considered by Canada, the technical offer must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
- iii. **Customer Reference Contact Information:**
- A. The Offeror must provide customer references. The customer reference must each confirm, when requested by Canada, the information required under Attachment 3 to Part 4.
  - B. For each customer reference, the Offeror must, at a minimum, provide the name, the telephone number and email address for a contact person.

Offerors are also requested to include the title of the contact person. It is the sole responsibility of the Offeror to ensure that it provides a contact who is knowledgeable about the services the Offeror has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.

## **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the pricing schedules detailed in Attachment 1 to Part 3, excluding applicable taxes.

**Variation in Rates by Time Period:** Where the pricing tables provided by Canada allow different firm rates to be charged during different time periods:

- i. the rate offer for the same category must not increase by more than **6%** from one time period to the next; and;
- ii. The rate offer for the same category during any subsequent time period **must not** be lower than the rate offer for the time period that includes the first month of the Initial Standing Offer Period.

**All Costs to be Included:** The financial offer must include all costs for the requirement described in the RFSO for the entire Standing Offer Period, including any option periods.

## **Section III: Certifications**

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

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

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) In addition to any other time periods established in the Request for Standing Offer:
  - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Offeror about its Offer, the Offeror will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the Offer being declared non-responsive.
  - (ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2006, Request for Standing Offers - Goods or Services - Competitive Requirements:
    - A. verify any or all information provided by the Offeror in its Offer; or
    - B. contact any or all references supplied by the Offeror to verify and validate any information submitted by the Offeror,The Offeror must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
  - (iii) **Extension of Time:** If additional time is required by the Offeror, the Standing Offer Authority may grant an extension in his or her sole discretion.

#### **4.1.1 Technical Evaluation**

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

Canada reserves the right to stop its evaluation of the mandatory technical criteria as soon as one of the mandatory criteria is considered non-compliant.

See Attachment 1 to Part 4 of the Request for Standing Offers.

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

Only the offers that comply with the mandatory technical criteria will be evaluated against the rated technical criteria.

See Attachment 2 to Part 4 of the Request for Standing Offers.

#### **4.1.1.3 Reference Checks**

- (i) For reference checks, Canada will conduct the reference check in writing by email. Canada will send all email reference check requests to contacts supplied by all the Offerors within a 48-hour period using the email address provided in the offer. Canada will not award any points and/or an Offeror will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's email was sent.
- (ii) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Offeror by email, to allow the Offeror to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by an Offeror is unavailable when required during the evaluation period, the Offeror may provide the name and email address of an alternate contact person from the same customer. Offerors will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e. the Offeror will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.
- (iii) 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.
- (iv) Points will not be allocated and/or an Offeror will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Offeror itself (for example, the customer cannot be the customer of an affiliate of the Offeror instead of being a customer of the Offeror itself). Nor will any points be allocated or a mandatory considered to be met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Offeror.

#### **4.1.2 Financial Evaluation**

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

#### **4.2 Basis of Selection**

##### **4.2.1 Highest Combined Rating of Technical Merit and Price**

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 technical evaluation criteria specific to category A and/or category B; and
- c. obtain the required minimum of points for the technical evaluation criteria which are subject to point rating under category A and/or category B. Refer to Attachment 2 to Part 4 for details.

Offers not meeting (a) or (b) or (c) will be declared non-responsive.

##### **Under each category, separately:**

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.

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%.

To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 30%.

For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.

Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. At least the responsive offer with the highest combined rating of technical merit and price will be recommended for issuance of a standing offer. In the event two or more responsive offers have the same highest combined rating of technical merit and price, these responsive offers will be ranked based on the technical merit (highest score being best). FJA may consider issuing more than one standing offers for this requirement.

All Call-ups against issued Standing Offer Agreements are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed agreement. Despite the fact that the Offeror may have been recommended for the issuance of a Standing Offer Agreement, a Call-up against the Standing Offer (contract) will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Offer**

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

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

In accordance with the Integrity Provisions of the Standard Instructions, all Offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

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

## 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled “Information to be provided when offering, 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 Additional Certifications Precedent to Issuance of a Standing Offer

### 5.2.2.1 Status and Availability of Resources

SACC Manual clause [M3020T](#) (2016-01-28) - Status of Availability of Resources – Offer

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

The Offeror offers to perform the Work in accordance with the Requirement at Annex A.

#### 6.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

#### 6.3 Standard Clauses and Conditions

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

##### 6.3.1 General Conditions

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

#### 6.4 Term of Standing Offer

##### 6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of the Standing Offer to June 30, 2025.

##### 6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3) one-year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 10 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

##### 6.4.3 Comprehensive Land Claims Agreements (CLCAs)

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

## 6.5 Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is: *(will be added at SO award)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Office of the Commissioner for Federal Judicial Affairs Canada

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ / Email address: \_\_\_\_\_

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

### 6.5.2 Project Authority

The Project Authority for the 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.

### 6.5.3 Offeror's Representative

*(will be added at SO award)*

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: **"The Office of the Commissioner for Federal Judicial Affairs Canada"**.

## 6.8 Call-up Procedures

### 6.8.1 Proportional (CATEGORY A)

Call-ups will be allocated on a proportional basis for CATEGORY A. Up to three (3) Standing Offers may be awarded.

If three (3) Standing Offers are awarded, 50 percent of the Work will be allocated to the highest-ranked Offeror, 30 percent to the second highest-ranked Offeror, and 20 percent to the third highest-ranked Offeror.

If two (2) Standing Offers are awarded, 60 percent of the Work will be allocated to the highest-ranked Offeror, and 40 percent of the Work will be allocated to the second highest-ranked Offeror.

If one (1) Standing Offer is awarded, 100 percent of the Work will be allocated to the Offeror.

Canada will make a reasonable effort to ensure that the dollar value of the call-ups issued to the Offerors are proportionally balanced throughout the Standing Offer Period based on the percentage values in this work allocation procedure. A review of call-ups issued to the Offerors will be conducted at six-month intervals and at the beginning of each fiscal year to confirm proportional utilization and distribution of the work. Should an Offeror refuse a call-up under the Standing Offer, another Offeror, under the same

allocation process, will be offered the translation request. The dollar value of the refused call-ups may be subtracted from the percentage of the Offeror's Standing Offer and may be reallocated, at the Project Authority's sole discretion, in whole or in part, to one or more of the other Offerors. Should all Offerors refuse a translation request under the Standing Offer, Canada reserves the right to use other methods of supply.

### **6.8.2 Right of first refusal (CATEGORY B)**

Call-ups will be allocated on a right of first refusal basis for CATEGORY B. Up to two (2) Standing Offers may be awarded.

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.

### **6.9 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) by email.

Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

### **6.10 Limitation of Call-ups**

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

### **6.11 Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) [2005](#) (2022-12-01), General Conditions - Standing Offers - Goods or Services;
- d) [4007](#) (2022-12-01), Supplemental General Conditions - Canada to own intellectual property rights in Foreground Information;
- e) [2010B](#) (2022-12-01), Professional services (medium complexity);
- f) Annex A, Requirement;
- g) Annex B, Basis of Payment;
- h) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

### **6.12 Certifications and Additional Information**

#### **6.12.1 Compliance**

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

### **6.13 Applicable Laws**

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



## **6.14 Transition to an e-Procurement Solution (EPS)**

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.

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.

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.

## **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.

### **6.1 Requirement**

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

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

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

#### **6.2.2 Supplemental General Conditions**

[4007](#) (2022-12-01), Supplemental General Conditions – Canada to own intellectual property rights in Foreground Information, apply to and form part of the Contract.

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

The period of the Contract is from the date of the Call-up to the established delivery date or after the Work has been deemed satisfactory, whichever is later.

#### **6.3.2 Delivery Date**

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

### **6.4 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.

### **6.5 Payment**

#### **6.5.1 Basis of Payment**

The Contractor will be paid a firm all-inclusive per word rate as specified in Annex B, for work performed in accordance with the Contract (Call-up). Customs duties are included and Applicable Taxes are extra.

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

## **6.5.2 Terms of Payment – Monthly Payments**

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.

## **6.6 Invoicing Instructions**

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.

The invoice must include the title of the document(s), the word count(s), and the name of the resource who completed the translation.

Invoices must be sent by email to [FJA.Finance@fja-cmf.gc.ca](mailto:FJA.Finance@fja-cmf.gc.ca)

## **6.7 Insurance**

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

## **6.8 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and cooperate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada’s Buy and Sell website under the heading “[Dispute Resolution](#)”.

## ANNEX A - REQUIREMENT

### 1. SCOPE

#### 1.1. Objective

The Office of the Commissioner for Federal Affairs Canada (FJA) including its client organization the Canadian Judicial Council has a requirement for translation services on an as and when requested basis in the following categories:

a) CATEGORY A: English to French and French to English ADMINISTRATIVE translation where approximately 90% or the requirement is “English to French”. The estimated yearly volume is 200,000 words for this category.

b) CATEGORY B: English to French and French to English JUDICIAL translation where approximately 85% or the requirement is “English to French”. The services are required primarily for the translation of the headnotes, captions and digests that appear in the Reports of the Federal Courts Reports (FCR) division at FJA. The estimated yearly volume is 200,000 words for this category.

#### 1.2. Background

FJA was established in 1978 to safeguard the independence of the judiciary and provide federally appointed judges with administrative services independent of the Department of Justice.

The Canadian Judicial Council (CJC) was created in 1971 by the Canadian Parliament to promote efficiency and uniformity, and improve the quality of judicial service, in Canada’s superior courts.

The Federal Courts Reports (the Reports) are the official reports of decisions of the [Federal Court of Appeal](#) and of the [Federal Court](#). They are published pursuant to section 58 of the Federal Courts Act, which provides that only the decisions or the parts of them that, in the editor’s opinion, are of sufficient significance or importance to warrant publication in the Reports shall be included therein. Selected decisions are published in both official languages and undergo a thorough editorial process. This process includes the preparation of headnotes and captions and translation accuracy confirmation.

The FJA website: <https://www.fja.gc.ca/home-accueil/index-eng.html>

The CJC website: <https://cjc-ccm.ca/en>

### 2. REQUIREMENTS

#### 2.1 Scope of Work

The Contractor must provide high quality translation services on an as and when requested basis of various documents under CATEGORY A and/or CATEGORY B. The Contractor must respect the requested/agreed upon delivery dates.

Most documents will be between 100 and 5,000 words in length.

#### 2.2 Approach and Protocols

##### **Requests for Translation Services**

The Project Authority or their designated representative (hereinafter in this document, wherever reference is made to the Project Authority, this also includes their designated representative) will make requests for translation to the Contractor electronically by email or if available, through a web portal.

Each request will include the following information:

- a. An electronic copy of the document(s) to be translated;
- b. The word count and the anticipated rate that must apply (regular or urgent);
- c. The Deadline for delivery of completed translation; and
- d. An electronic copy of any related reference material.

The Contractor answers to requests for translation made only by the Project Authority. If a request is made verbally, the Contractor must wait for a written confirmation by email or through the web portal before starting the work.

The Project Authority will provide the Contractor with any related reference material, as applicable. The Contractor may contact the Project Authority for access to FJA/CJC publications that are not available online.

### **Unauthorized Translations**

The Contractor must only perform translation work authorized by the Project Authority. Any unauthorized work performed by the Contractor will be at the expense of the Contractor. FJA will not be responsible for any expenses incurred and will not provide payment for unauthorized translation services.

### **Receipt and Delivery of Texts by mail**

Should FJA require the receipt and delivery of paper documentation, the project authority will make the necessary arrangements with the Contractor. FJA will assume the cost of these arrangements.

### **Transmission Expenses**

The Contractor is responsible for all expenses related to receiving and transmitting documents via electronic mail or web portal.

### **Virus Detection**

The Contractor must use renowned and up-to-date virus detection and elimination systems to ensure the delivery of virus-free texts.

### **Delivery of Completed Translations**

The Contractor is responsible for the delivery of the completed translation to the Project Authority.

### **Security**

The Contractor is responsible for saving a "Read Only" version of the final translation emailed or delivered to the Project Authority. Translated documents should be kept and accessible on a need-to-know basis only, for the duration of the Standing Offer.

After a period of 6 months following the expiry date of the Standing Offer, the Contractor must delete/shred any electronic/hard copies of any translation or supporting documents, including emails.

### **Enquiries**

The Contractor may contact the Project Authority for clarifications. However, the Contractor must do their own research and limit the number of inquiries. The Project Authority may also contact the Contractor for issues with the translation which need to be addressed. The Contractor may contact the Project Authority about invoicing.

### **2.3 Style**

The Contractor must follow the rules set out in the [Writing Tips Plus](#) and [Clés de la rédaction](#) tools available on the Language Portal of Canada at: <http://www.btb.termiumplus.gc.ca/>

The style used in the translation will be administrative and/or legal and include information provided by Project Authority relating to the house style currently in use. The Project Authority will be responsible for communicating modifications to the house style to the Contractor.

The Contractor must use the terminology found in reference documents transmitted with the request for translation to ensure consistency and standardization.

### **Layout and Appearance**

The Contractor must use the layout, format and software version identified in the request for translation, including for modifications and revisions, if applicable.

Except in exceptional circumstances, software application conversion is not permitted.

Where the request for translation does not provide a specific format, the Contractor must translate or revise the document in the same layout, format and software as the original document.

The Contractor may contact the Project authority to restore conversion or for formatting issues.

### **2.4. Quality Control**

For any contract awarded throughout the Standing Offer period, the Project Authority will evaluate the translation services based on the quality of the translations and the adherence to the FJA service schedule and standards. The Contractor must be capable of providing services at a competence level deemed acceptable.

Should the FJA Contracting Authority and the FJA Project Authority decide that the translation services do not meet the FJA requirements, the Contractor will be advised in writing. The Contractor will implement corrective actions within five (5) working days. Once corrective actions are taken, should translation services still not meet the FJA requirements, the FJA Contracting Authority will advise the Contractor in writing and may terminate the use of the Contractor's services.

### **Project Authority responsibilities for Quality Control**

The Project Authority is responsible for accepting or rejecting translations.

FJA will provide a three-month adjustment period to enable the Offeror/Contractor to comply with the translation requirements. However, at the end of the adjustment period, any unsatisfactory translations may result in the termination of the Contract or set aside of the Standing Offer.

Translations containing one or more major mistakes and/or more than six minor errors per 800 words will be considered unsatisfactory and will result in the Project Authority taking one of the following measures:

- a) Returning the texts to the Contractor for correction at the Contractor's expense; and/or
- b) Requesting the termination of the Contract or the setting aside of the Standing Offer.

### **Contractor's responsibilities for Quality Control**

The Contractor must ensure the following prior to a translated document being delivered to the Project Authority:

- a) Compare the source language document with the translated document;
- b) Verify the terminology used in the translation/edit against any reference material provided by FJA;
- c) Use the Government of Canada's Terminology and Linguistic Data Bank – *Termium Plus* available at : [www.btb.termiumplus.gc.ca/](http://www.btb.termiumplus.gc.ca/);
- d) Ensure layout and format is respected;
- e) Ensure translation is saved in the requested format (i.e. software version);
- f) Ensure that each translation contains no major errors such as mistranslation, gibberish, incorrect figures, and/or omissions that could result in an improper interpretation;

- g) Ensure that each eight hundred (800) word block of translation contains no more than six (6) minor errors such as typographical errors.

## 2.5 Software Protocols and Reference Materials

The Contractor is responsible for providing their own application software and reference materials to complete translation requests.

### **Software Protocols**

The Contractor must use software compatible with the systems and software listed below:

- a) Operating System – Microsoft Windows 10
- b) Microsoft 2016 or higher Suite of products including MS Word, MS Excel and MS PowerPoint
- c) Adobe Acrobat Reader or Foxit PDF Reader
- d) Antivirus software

### **Reference Materials**

The Contractor is responsible for acquiring all relevant reference materials and documentation such as dictionaries, specialized glossaries, and copies of legislation, regulations and rules, etc.

Reference documents related to a particular translation will be provided if and when required.

## 2.6 Deliverables

### **Regular Requests**

The Contractor is responsible for meeting the delivery date indicated on in the request for translation. The delivery standard for most requests will be 10 business days but could be less based on the word count.

The assigned resource must have the capacity to translate 250 words per hour / 1,875 words per 7.5-hour working day\* for Category A and 200 words per hour / 1,500 words per 7.5-hour working day for Category B.

The Project Authority must be notified of any anticipated problems with meeting the delivery date as soon as they become known.

\*Business days are from Monday to Friday, from 8:30 a.m. to 5:00 p.m., excluding Canada's statutory holidays (New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday (Ontario), Labour Day, National Day for Truth and Reconciliation, Thanksgiving, Remembrance Day, Christmas Day, Boxing Day. FJA will also respect holidays specific to the Contractor's province.

### **Urgent Requests (applicable to CATEGORY A only)**

Occasionally the Project Authority may determine that a request for translation is urgent and requires a very short response time.

If the Contractor is unable to respond to an urgent request, the Project Authority must be notified.

### **Applicable rate for deliveries (for CATEGORY A only)**

The "Regular" rate will apply for translation requests not exceeding 250 words per hour / 1,875 words per 7.5-hour working day. The "Urgent" rate will apply for translation requests exceeding 250 words per hour / 1,875 words per 7.5-hour working day.

### **Translated Documents**

Translations must be in the format required as indicated in this Requirement and according to any additional instructions provided in the request for translation.

Translations must be delivered according to the instructions in this Requirement and according to any additional instructions provided in the request for translation.

### **Word Count**

A “word” is defined as a continuous series of letters set apart from other words by spaces. Numbers that appear in the text are considered to be words. The word count will be done electronically from the source text using the same software and version used to create the source text. The Project Authority will inform the Contractor of the word count on the translation request, and the Contractor will confirm the word count with the Project Authority. Failure to do so will be considered an acceptance of the word count. In case of disagreement, the Project Authority will redo the word count with a view to reaching an agreement. Discrepancies will be resolved prior to the commencement of work. If an agreement cannot be reached, the final decision on the word count will be made by the Project Authority. This word count will be used by the Contractor for invoicing purposes.

### **2.7 Location of Work**

The work must be performed at the Contractor’s site (or remotely as long as it is on the Contractor’s portal using a secured connection or equivalent). The Contractor will use its own supplies and equipment necessary to perform the work and will not have access to FJA offices.

### **2.8 Language of Work**

The Contractor can use either of Canada’s official languages when communicating with the Project Authority. The translation services will be provided solely from English into French and from French into English.

**ANNEX B – Proposed BASIS OF PAYMENT**

During the term of the Standing Offer, for Work performed in accordance with the Standing Offer, the Offeror will be paid the firm all-inclusive per word rate<sup>1</sup> (in CAD\$), taxes excluded, as specified below.

**INITIAL STANDING OFFER PERIOD:**

Standing Offer Award to June 30, 2025		
CATEGORY	Level of service	Firm all-inclusive per word rate
<b>A</b>	REGULAR	\$<TBD>/word
	URGENT	\$<TBD>/word
<b>(and/or) B</b>	REGULAR	\$<TBD>/word

**OPTION PERIODS:**

Option Period #1 – July 1, 2025, to June 30, 2026		
CATEGORY	Level of service	Firm all-inclusive per word rate
<b>A</b>	REGULAR	\$<TBD>/word
	URGENT	\$<TBD>/word
<b>(and/or) B</b>	REGULAR	\$<TBD>/word

Option Period #2 – July 1, 2026, to June 30, 2027		
CATEGORY	Level of service	Firm all-inclusive per word rate
<b>A</b>	REGULAR	\$<TBD>/word
	URGENT	\$<TBD>/word
<b>(and/or) B</b>	REGULAR	\$<TBD>/word

Option Period #3 – July 1, 2027, to June 30, 2028		
CATEGORY	Level of service	Firm all-inclusive per word rate
<b>A</b>	REGULAR	\$<TBD>/word
	URGENT	\$<TBD>/word
<b>(and/or) B</b>	REGULAR	\$<TBD>/word

<sup>1</sup> A per word rate is comprised of all direct and indirect costs including, but not limited to, overhead, fees or profit, clerical support, travel and food expenses, per diem, safety equipment, materials, software, supplies and managerial support.



**ATTACHMENT 1 to PART 3 – FINANCIAL OFFER**

Offerors **MUST** provide their firm all-inclusive per word rates (taxes excluded) for the entirety of CATEGORY A and/or CATEGORY B tables below in order to be considered.

The Offeror should complete the pricing table(s) below and include it in its financial offer once completed. As a minimum, the Offeror must include in its financial offer their firm all-inclusive per word rates (in CAD\$) for translation as per requested below, taxes excluded.

The data in the pricing tables below has been provided to Offerors to assist them in preparing their offers. The inclusion of this data does not represent a commitment by Canada that Canada’s future usage of the service identified in this RFSO will be consistent with this data. It is provided purely for information purposes.

Prices from Category A and Category B will be evaluated separately.

Initial period: From Standing Offer award date to June 30, 2025

Option period #1: From July 1, 2025, to June 30, 2026

Option period #2: From July 1, 2026, to June 30, 2027

Option period #3: From July 1, 2027, to June 30, 2028

<b>CATEGORY A: English to French and French to English ADMINISTRATIVE translation</b>				
<b>Period</b>	<b>Level of service</b>	<b>A Estimated volume</b>	<b>B Offeror’s firm all inclusive per word rate</b>	<b>C Estimated price (A x B)</b>
Initial period	REGULAR	360,000 words	\$____/word	
	URGENT	40,000 words	\$____/word	
Option period #1	REGULAR	180,000 words	\$____/word	
	URGENT	20,000 words	\$____/word	
Option period #2	REGULAR	180,000 words	\$____/word	
	URGENT	20,000 words	\$____/word	
Option period #3	REGULAR	180,000 words	\$____/word	
	URGENT	20,000 words	\$____/word	
Total price, <b>CATEGORY A</b> (excluding taxes)				

<b>CATEGORY B: English to French and French to English JUDICIAL translation</b>				
<b>Period</b>	<b>Level of service</b>	<b>A Estimated volume</b>	<b>B Offeror's firm all inclusive per word rate</b>	<b>C Estimated price (A x B)</b>
Initial period	REGULAR	400,000 words	\$____/word	
Option period #1	REGULAR	200,000 words	\$____/word	
Option period #2	REGULAR	200,000 words	\$____/word	
Option period #3	REGULAR	200,000 words	\$____/word	
Total price, <b>CATEGORY B</b> (excluding taxes)				

## ATTACHMENT 1 to PART 4 – MANDATORY TECHNICAL CRITERIA

The offer must meet the mandatory technical criteria for Category A and/or for Category B specified below. The Offeror must provide the necessary documentation to support compliance with this requirement.

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by an Offeror to meet any one of the mandatory requirements will render the Offeror's offer non-responsive and it will not be given further consideration. Each mandatory technical criterion should be addressed separately.

The evaluation criteria matrix below must be used to answer the mandatory technical criteria. At minimum, it must include the project number, page number, and line number with reference to the supporting section(s) in the technical offer. Substantiation can be made directly into the matrix or in the technical offer as long as it is clearly indicated.

For EACH criterion where FJA requests a project summary, it MUST include the following:

- Name of the client organization;
- A general description of the texts translated clearly indicating the following:
  - the period during which the translation services were provided, specifying from (month/year) to (month/year);
  - the nature of the work and a description of the subject matter;
  - the source and target languages (English to French or French to English); and
  - the total number of words translated during the period.

The mandatory technical criteria for Category A and for Category B will be evaluated separately.

### CATEGORY A: English to French and French to English ADMINISTRATIVE translation

#	Mandatory Criteria	Offeror's Response	Met/ Not Met
<b>Corporate requirements</b>			
<b>A-M1</b>	The Offeror must demonstrate, using project summaries, having at least five years of experience, within the last eight years, providing English to French and French to English ADMINISTRATIVE translation services for a federal, provincial, municipal government or for a court, tribunal or judicial board* or commission located in Canada.  * Judicial board is defined as any public organization or branch of government responsible for the administration of justice or the enforcement of laws in Canada		
<b>A-M2</b>	The Offeror must demonstrate, using project summaries, having the capacity to translate 200,000 words from English to French and 50,000 words from French to English per year, for two consecutive years, within the last five years.		
<b>A-M3</b>	The Offeror must provide the names, telephone numbers and email addresses of two references for whom the Offeror has completed translations.		
<b>A-M4</b>	The Offeror must hold a valid certification / accreditation to perform translation work in Canada (national, provincial, or from the Government of Canada) and provide proof of such certification / accreditation.		
<b>Resource-specific requirements</b>			

#	Mandatory Criteria	Offeror's Response	Met/ Not Met
<b>A-M5</b>	The Offeror must include the RESUME of each proposed resource in its technical offer.  <b>N.B.</b> FJA will accept only one resource if proof that the proposed resource has the ability to translate from English to French and French to English is provided.		
<b>A-M6</b>	The Offeror must demonstrate, using project summaries, that each proposed resource has at least five years of experience, within the last eight years, providing English to French and/or French to English ADMINISTRATIVE translation services for a federal, provincial, municipal government or for a court, tribunal or judicial board or commission located in Canada.		
<b>A-M7</b>	The Offeror must provide a signed certification by each proposed resource that they can translate up to 1,875 words per day for a regular (non-urgent) request.		
<b>A-M8</b>	The Offeror must demonstrate that each proposed resource holds a university degree in translation from a recognized university.		
<b>A-M9</b>	The Offeror must provide a translation sample of ADMINISTRATIVE nature, between 500 and 800 words in length, for each proposed resource. The sample must be in the language for which the resource is proposed for. The Offeror must provide a signed certification by the proposed resource who did the work. The Offeror must include the original and translated text.  If only one resource is proposed, the Offeror must provide 2 samples for that proposed resource, one English to French, and one French to English, also including the original and translated texts.		

**CATEGORY B: English to French and French to English JUDICIAL translation**

#	Mandatory Criteria	Offeror's Response	Met/ Not Met
<b>Corporate requirements</b>			
<b>B-M1</b>	The Offeror must demonstrate, using project summaries, having at least five years of experience, within the last eight years, providing English to French and French to English JUDICIAL translation services for a federal, provincial, municipal government or for a court, tribunal or judicial board* or commission located in Canada.  * Judicial board is defined as any public organization or branch of government responsible for the administration of justice or the enforcement of laws in Canada		

#	Mandatory Criteria	Offeror's Response	Met/ Not Met
<b>B-M2</b>	The Offeror must demonstrate, using project summaries, having the capacity to translate 200,000 words from English to French and 50,000 words from French to English per year, for two consecutive years, within the last five years.		
<b>B-M3</b>	The Offeror must provide the names, telephone numbers and email addresses of two references for whom the Offeror has completed translations.		
<b>B-M4</b>	The Offeror must hold a valid certification / accreditation to perform translation work in Canada (national, provincial, or from the Government of Canada) and provide proof of such certification / accreditation.		
<b>Resource-specific requirements</b>			
<b>B-M5</b>	The Offeror must include the RESUME of each proposed resource in its technical offer. <b>N.B.</b> FJA will accept only one resource if proof that the proposed resource has the ability to translate from English to French and French to English is provided.		
<b>B-M6</b>	The Offeror must demonstrate, using project summaries, that each proposed resource has at least five years of experience, within the last eight years, providing English to French and/or French to English JUDICIAL translation services for a federal, provincial, municipal government or for a court, tribunal or judicial board or commission located in Canada.		
<b>B-M7</b>	The Offeror must provide a signed certification by each proposed resource that they have the capacity to translate up to 1,500 words of JUDICIAL nature per day for a regular (non-urgent) request.		
<b>B-M8</b>	The Offeror must demonstrate that each proposed resource holds a university degree in translation or in law from a recognized university.		
<b>B-M9</b>	The Offeror must provide a translation sample of JUDICIAL nature, between 500 and 800 words in length, for each proposed resource. The sample must be in the language for which the resource is proposed for. The Offeror must provide a signed certification by the proposed resource who did the work. The Offeror must include the original and translated text.  If only one resource is proposed, the Offeror must provide 2 samples for that proposed resource, one English to French, and one French to English, also including the original and translated texts.		

## ATTACHMENT 2 to PART 4 – POINT-RATED TECHNICAL CRITERIA

Offers will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section. The Offeror must obtain the minimum score of 70%.

For evaluation purposes, the average score of the proposed resources and of the references will be used to obtain the Offeror's final score (for each category separately).

The evaluation criteria matrix must be used to answer the point-rated technical criteria. At minimum, it must include the project number, page number, and line number with reference to the supporting section(s) in the technical offer. Substantiation can be made directly into the matrix or in the technical offer as long as it is clearly indicated.

For EACH criterion where FJA requests a project summary, it MUST include the following:

- Name of the client organization;
- A general description of the texts translated clearly indicating the following:
  - the period during which the translation services were provided, specifying from (month/year) to (month/year);
  - the nature of the work and a description of the subject matter;
  - the source and target languages (English to French or French to English); and
  - the total number of words translated for each period.

The point-rated technical criteria for Category A and for Category B will be evaluated separately.

### **CATEGORY A: English to French and French to English ADMINISTRATIVE translation**

#	Point-Rated Criteria	Available Points	Point Allocation	Offeror's Response
<b>A-R1</b>	Further to the requirement for experience under <b>A-M6</b> , The Offeror can demonstrate, using project summaries, additional years (no restriction as to when) of experience beyond the minimum five years.	<b>/20</b>	Each additional year of experience beyond the minimum = 4 points  Up to a maximum of 5 additional years	
<b>A-R2</b>	The Offeror can demonstrate, using project summaries, years of experience providing English to French or French to English ADMINISTRATIVE translation services for the Government of Canada	<b>/10</b>	1 to < 3 years = 5 points 3+ years = 10 points	
<b>A-R3</b>	The Offeror can demonstrate that each proposed resource hold a valid certification / accreditation to perform translation work in Canada (national, provincial, or from the Government of Canada)	<b>/10</b>	Proof of 1 certification or accreditation = 10 points	
<b>A-R4.1</b>	<p><b>Translation Samples – Substantive Errors</b></p> <p>Each translation sample requested under <b>A-M10</b> will be evaluated based on “Substantive Errors” and “Typographical Errors”.</p> <p>A substantive error is made when the incorrect term is used, or when the meaning is not the same as in the original document.</p>	<b>/30</b>	<p><u>English to French</u></p> <p>No errors = 15 points 1 error = 5 points 2+ errors = 0 points</p> <p><u>French to English</u></p> <p>No errors = 15 points 1 error = 5 points 2+ errors = 0 points</p>	

#	Point-Rated Criteria	Available Points	Point Allocation	Offeror's Response
<b>A-R4.2</b>	<p><b>Translation Samples – Typographical Errors</b></p> <p>Each translation sample requested under <b>A-M10</b> will be evaluated based on “Substantive Errors” and “Typographical Errors”.</p> <p>Typographical Errors consist of grammar, spelling and punctuation.</p>	<b>/30</b>	<p><u>English to French</u></p> <p>No errors = 15 points 1 error = 10 points 2 errors = 5 points 3+ errors = 0 points</p> <p><u>French to English</u></p> <p>No errors = 15 points 1 error = 10 points 2 errors = 5 points 3+ errors = 0 points</p>	
<p><b>N.B.</b> Should one of the samples score 0 points (<b>out of 15</b>) under A-R4.1 or A-R4.2, the Offer will be declared non-responsive.</p>				
<b>A-R5</b>	<b>Reference Evaluation</b>	<b>/10</b>	See Attachment 3 to Part 4	
<b>Minimum score required (70%) – 77 points</b>		<b>___/110</b>		

**CATEGORY B: English to French and French to English JUDICIAL translation**

#	Point-Rated Criteria	Available Points	Point Allocation	Offeror's Response
<b>B-R1</b>	Further to the requirement for experience under <b>B-M6</b> , The Offeror can demonstrate, using project summaries, additional years (no restriction as to when) of experience beyond the minimum five years.	<b>/20</b>	<p>Each additional year of experience beyond the minimum = 4 points</p> <p>Up to a maximum of 5 additional years</p>	
<b>B-R2</b>	The Offeror can demonstrate, using project summaries, years of experience providing English to French or French to English JUDICIAL translation services for the Government of Canada	<b>/10</b>	<p>1 to &lt; 3 years = 5 points</p> <p>3+ years = 10 points</p>	
<b>B-R3</b>	The Offeror can demonstrate that each proposed resource hold a valid certification / accreditation to perform translation work in Canada (national, provincial, or from the Government of Canada)	<b>/10</b>	Proof of 1 certification or accreditation = 10 points	
<b>B-R4</b>	The Offeror can demonstrate that each proposed resource holds a university degree in translation AND in law	<b>/5</b>	Both degrees = 5 points	

#	Point-Rated Criteria	Available Points	Point Allocation	Offeror's Response
<b>B-R5.1</b>	<p><b>Translation Sample – Substantive Errors</b></p> <p>Each translation sample requested under <b>A-M10</b> will be evaluated based on “Substantive Errors” and “Typographical Errors”.</p> <p>A substantive error is made when the incorrect term is used, or when the meaning is not the same as in the original document.</p>	<b>/30</b>	<p><u>English to French</u></p> <p>No errors = 15 points                      1 error = 5 points                      2+ errors = 0 points</p> <p><u>French to English</u></p> <p>No errors = 15 points                      1 error = 5 points                      2+ errors = 0 points</p>	
<b>B-R5.2</b>	<p><b>Translation Sample – Typographical Errors</b></p> <p>Each translation sample requested under <b>A-M10</b> will be evaluated based on “Substantive Errors” and “Typographical Errors”.</p> <p>Typographical Errors consist of grammar, spelling and punctuation.</p>	<b>/30</b>	<p><u>English to French</u></p> <p>No errors = 15 points                      1 error = 10 points                      2 errors = 5 points                      3+ errors = 0 points</p> <p><u>French to English</u></p> <p>No errors = 15 points                      1 error = 10 points                      2 errors = 5 points                      3+ errors = 0 points</p>	
<p><b>N.B.</b> Should one of the samples score 0 points (<b>out of 15</b>) under B-R5.1 or B-R5.2, the Offer will be declared non-responsive.</p>				
<b>B-R6</b>	<b>Reference Evaluation</b>	<b>/10</b>	See Attachment 3 to Part 4	
<b>Minimum score required (70%) – 80 points</b>		<b>___/115</b>		



**ATTACHMENT 3 to PART 4 – REFERENCE QUESTIONNAIRE**

Offeror: \_\_\_\_\_  
 Name of Evaluator: \_\_\_\_\_

FJA will conduct reference checks as per section **4.1.1.3 Reference Checks**.

Each received reference will be scored separately and each must obtain the minimum score of 70%.

For evaluation purposes, the average score of all references provided will be used to obtain the Offeror’s final score (for each category separately)

Questions	Available Points	Point Allocation
1. Your name was provided as a reference for ( <i>Offeror’s name</i> ) indicating that they had provided ( <i>CATEGORY A or CATEGORY B services</i> ) to you or your organization. Is that correct?  If the reference does not answer or answer “No” or “Do not know”, the reference will be scored at 0 and declared not valid.	<i>/2</i>	Yes = 2 points Do not know/ No answer/No = 0 points
2. Did ( <i>Offeror’s name</i> ) respect imposed deadlines?	<i>/2</i>	95% to 100% = 2 points 75% to < 95% = 1 point < 75%/Do not know/ No answer = 0 points
3. Did ( <i>Offeror’s name</i> ) have an acceptable error rate?	<i>/2</i>	95% to 100% = 2 points 75% to < 95% = 1 point < 75%/Do not know/ No answer = 0 points
4. Did ( <i>Offeror’s name</i> ) cooperate with the requesters (Project Authority)?	<i>/2</i>	95% to 100% = 2 points 75% to < 95% = 1 point < 75%/Do not know/ No answer = 0 points
5. Would you recommend ( <i>Offeror’s name</i> ) for ( <i>CATEGORY A or CATEGORY B services</i> )?	<i>/2</i>	Yes = 2 points Do not know/ No answer/No = 0 points
<b>Minimum score required (70%) – 7 points</b>	<b>___/10</b>	