

RETURN OFFERS TO:

RETOURNER LES OFFRES À:

Offers are to be submitted electronically by e-mail to the following addresses:

Attn : otc.soumission-bid.cta@otc-cta.gc.ca

Offers will not be accepted by any other methods of delivery.

**REQUEST FOR STANDING OFFER
DEMANDE D'OFFRES A COMMANDES**

Proposals to:

Canadian Transportation Agency

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

Offres à :

L'Office 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 biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

Instructions : See Herein

Instructions: Voir aux présentes

Comments - Commentaires

**Ce document contient une exigence de sécurité
This document contains a Security Requirement**

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

Issuing Office – Bureau de distribution

Office des transports du Canada
Canadian Transportation Agency
15, rue Eddy, 15 Eddy Street,
Gatineau (Québec) K1A 0N9
Gatineau

Title – Sujet: TRANSLATION SERVICES / SERVICES DE TRADUCTION	
Solicitation No. – N° de l'invitation H610020001/B	Date 7 avril 2021/April 7, 2021
Client Reference No. – N° de référence du client H610020001/B	
GETS Reference No. – N° de référence de SEAG	
File No. – N° de dossier	CCC No. / N° CCC - FMS No. / N° VME N/A
Solicitation Closes – L'invitation prend fin at – à 02 :00 PM on – le 18 mai 2021/May 17, 2021	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Bernadette Beaudoin	Email: bernadette.beaudoin@otc-cta.gc.ca
Telephone No. – N° de téléphone : 819-953-8958	FAX No. – N° de FAX
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	

Delivery required - Livraison exigée See herein	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 (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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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 that 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 that will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, Evaluation Criteria, the Federal Contractors Program for Employment Equity - Certification and any other annexes.

1.2 Summary

The Canadian Transportation Agency (CTA) has a requirement for a Departmental Individual Standing Offer for Translation Services.

1.3 Security Requirements

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

1.4 Debriefings

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

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 7.15 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 \(SACC\) Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The [2006](#) (2019-03-04) 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 only to the CTA at the e-mail address OTC.soumission-bid.CTA@otc-cta.gc.ca by the date, time and place indicated in the RFSO.

2.3 **Former Public Servant**

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

Definitions

For the purposes of this clause,

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

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

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

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits*

Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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

2.4 Enquiries - Request for Standing Offers

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

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

2.5 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Offers must be submitted electronically in accordance with Article 2.2 above.

The offer must be gathered per section and separated as follows:

- Section I: Technical Offer
- Section II: Financial Offer
- Section III: Certifications

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B Pricing Table.

3.1.1 Electronic Payment of Invoices - Offer

The Offeror must accept payment of invoices by Electronic Payment Instruments. Electronic Payment Instruments will be identified in the call-up procedures.

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) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Each offer will be reviewed for compliance with the mandatory requirements of the solicitation. All elements of the solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Offers that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. Mandatory evaluation criteria are described in Annex D – Evaluation Grid for Technical and Financial Offer; Translation Services Mandatory Criteria Grid.

4.1.1.2 Point-Rated Technical Criteria

Each offer will be rated by assigning a score to the rated requirements, which are identified in the solicitation by the word "rated" or by reference to a score. Offerors who fail to submit complete offers with all the information requested by this solicitation will be rated accordingly. The rated requirements are described in Annex D – Evaluation Grid for Technical and Financial Offer; Translation Services Mandatory Criteria Grid.

4.1.2 Financial Evaluation

4.1.2.1 The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

1. To be declared responsive, an offer must:

- a. comply with all the requirements of the solicitation; and
- b. meet all mandatory criteria; and
- c. obtain the required minimum of 140 points overall for the technical evaluation criteria which are subject to point rating.

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

3. 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.

4. 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%.

5. For the purposes of calculating the Offeror's Offer Price, Canada will use the annual estimated volume of 250,000 words per year for the proposed three (3) year period and including the two (2) option years for a total of five (5) years. The annual estimated volume of 250,000 words for each year will be evaluated on the basis of the work being 75% non-urgent and 25% urgent.

6. The Offeror's Offer Price is calculated as follows:

offer non-urgent price* x annual estimated volume x 5 years = PLUS
 offer urgent price* x annual estimated volume x 5 years = Offer Price.
 * Assumes the same offer price for each year.

EXAMPLE:

Non-urgent \$0.25 x 187,500 x 5 = \$234,375.00 PLUS
 Urgent \$0.35 x 62,500 x 5 = \$109,375.00
 Offer Price = \$343,750.00

Therefore the Offeror's Offer Price, for evaluation purposes only, is \$343,750.00.

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

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

9. 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 a Standing Offer.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000.

EXAMPLE: Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		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 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Ranking		1st	3rd	2nd

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 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

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid List" available at the bottom of the page of the <https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors.html>

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

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources

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

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

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

The following security requirements (SRCL) and related clauses provided by the Contract Security Program, attached at Annex C, apply and form part of the Standing Offer.

7.2.2 Offeror's Sites or Premises Requiring Safeguarding

Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and proposed individuals' sites or premises for the following addresses:

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

The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and individual(s) hold a valid security clearance at the required level.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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

7.3.2 Standing Offers Reporting

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

The Offeror must provide this data as and when requested by the Client Authority. If certain data is not available, the reason must be indicated in the report. If no goods or services have been provided at the time of the request, the Offeror must provide a "nil" report.

The data must be submitted on an "as and when requested" basis to the Standing Offer Authority.

The data must be submitted to the Standing Offer Authority no later than thirty (30) calendar days following the date of request.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from July 1, 2021 to June 30, 2024.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional one (1) periods, from July 01, 2024 to June 30, 2025 and July 1, 2025 to June 30, 2026 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

7.4.3 Delivery

Delivery of all translated documents will be by return e-mail at: **E-MAIL TO BE PROVIDED AT AWARD OF STANDING OFFER.**

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Bernadette Beaudoin
Title: Procurement Officer
Canadian Transportation Agency
Financial Services & Asset Management
Address: 17th fl., 15 Eddy St.
Gatineau, QC K1A 0N9

Telephone: 819-953-8958
E-mail: bernadette.beaudoin@otc-cta.gc.ca

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

7.5.2 Project Authority

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

E-MAIL TO BE PROVIDED AT AWARD OF SO

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

7.5.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: the Canadian Transportation Agency, located at 15 Eddy St., Gatineau QC.

7.8 Call-up Procedures

CTA desires multiple SOs. Therefore, a call-up will be issued to the Standing Offer Holder ranked number 1, achieving highest combined rating of technical merit and price. In the event the number 1 ranked Standing Offer Holder refuses the call-up, then the CTA will issue the call-up to the second ranked Standing Offer Holder and so on, should there be more than two authorized Standing Offers.

7.9 Call-up Instrument

The Work will be authorized by the Identified User(s) using the duly completed forms as identified in Sub-article 2 below.

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.

1. Any of the following forms could be used, which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942- 2 Call-ups Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

2. An equivalent form or electronic call-up document that contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the *Financial Administration Act*;

-
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$25,000.00** (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer throughout the period of Standing Offer (3 years) must not exceed the sum of **\$225,000.00, taxes included** unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2018-06-21), General Conditions - Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) the Offeror's offer dated **(Date to be added)**.

7.13 Certifications and Additional Information

7.13.1 Compliance

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

7.13.2 SACC Manual Clauses

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

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

7.14 *Applicable Laws*

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

7.15 *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.

8.1 *Statement of Work*

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

8.2 *Standard Clauses and Conditions*

8.2.1 *General Conditions*

[2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

8.3 *Term of Contract*

8.3.1 *Period of the Contract*

The period of the Contract is from date of Contract to (To be added in any resulting call-up) inclusive.

8.3.2 *Delivery Date*

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

8.4 *Proactive Disclosure of Contracts with Former Public Servants*

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

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

Definitions

For the purposes of this clause,

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of

various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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

8.5 Payment

8.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm lot price for a cost of \$____(**To be added in any resulting call-up**) _____. Customs duties excluded and Applicable Taxes are extra.

8.5.2 Limitation of Expenditure

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex B, to a limitation of expenditure of \$ (**insert the amount at contract award or issuance of a call-up**). Customs duties are included and Applicable Taxes are extra.

8.5.3 Method of Payment

Canada will pay the Contractor upon completion for deliverables, in accordance with the 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.

The contract number must appear on all invoices.

8.5.4 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

8.6 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses, and;
- d. a copy of the monthly progress report.

The contract number must appear on all invoices.

Invoices must be submitted by e-mail to: factures-invoices@otc-cta.gc.ca

ANNEX "A"

Statement of Work - Translation Services

1.0 SCOPE

1.1 Requirement

The CTA has an Agreement with the PWGSC Translation Bureau for the provision of translation services each fiscal year; however, due to volume and tight deadlines, it requires additional contracts with private firms.

The CTA requires the services of two or more private firms to provide translation of texts of the CTA. The majority of the texts will be provided in English to be translated into the French language.

There will also be texts prepared in French that will require translation into the English language. The contractors must provide texts that accurately reflect the originating text. These texts must also be of high quality and reflect the terminology of the CTA.

All translated texts must be provided in the same format (e.g. Microsoft Word, PowerPoint, Excel) as the original text provided by the CTA.

All translated texts must be provided within the deadlines set by the CTA. Requested turnaround times to completion as well as the level (normal or urgent) will be mutually agreed upon by both parties at the time that the call-up is raised.

Translation service requests will be required on short notice and on an urgent basis. This requires the contractors to demonstrate flexibility and quick response time in order to guarantee availability to complete the work.

1.2 Background

The CTA is an independent administrative body of the Government of Canada that has, with respect to all matters necessary for the exercise of its jurisdiction, all the powers of a superior court. The CTA has three mandates:

- It helps ensure that the national transportation system runs efficiently and smoothly in the interests of all Canadians: those who work and invest in it; the producers, shippers, travellers and businesses who rely on it; and the communities where it operates.
- It protects the human right of persons with disabilities to an accessible transportation network.
- It provides consumer protection for air passengers.

To help advance these mandates, the CTA has three tools at its disposal:

- Rule-making: It develops and applies ground rules that establish the rights and responsibilities of transportation service providers and users and that level the playing field among competitors. These rules can take the form of binding regulations or less formal guidelines, codes of practice or interpretation notes;
- Dispute resolution: It makes decisions and determinations under the legislative authority of Parliament on a wide range of matters involving air, rail and marine modes of transportation as well as extra-provincial bus transportation, with regard to accessible transportation, and;
- Information provision: It provides information on the transportation system, the rights and responsibilities of transportation service providers and users, as well as its legislation and services.

1.3 Purpose

The objective is to comply with the CTA's obligations under the *Official Languages Act* and to issue decisions and orders of high quality in both official languages in a timely manner. The CTA also aims to provide employees and stakeholders with the material and tools they require in the official language of their choice.

The CTA desires contracts with two or more private translation firms.

1.4 Security

Although most of the work is unclassified, the contractors shall treat all information to which they have access as restricted and shall not share this information without written authorization from the CTA.

The Contractor must ensure that all translators providing services for the CTA hold a Reliability security clearance.

Access to the facility by contractors is not required. All translation requests will be delivered to the contractor via e-mail.

The contractor must notify the CTA's coordinator of the acceptance of the request within a reasonable timeframe (Defined as within 2 hours of receipt or request).

Questions regarding the meaning of terms or sentences can be referred to the CTA's coordinator, who is the intermediate between the translator and the CTA.

1.5 Offeror's Capacity

- a. The Offeror must have a minimum of four (4) translators to provide translation services from English to French as detailed in Annex A - the Statement of Work article 2.0.
- b. The Offeror must have at a minimum one (1) Named Resource to provide translation services from French to English as detailed in Annex A - the Statement of Work article 2.0.
- c. The Offeror's proposed Named Resource should have a minimum of five (5) years of experience in the translation of transportation-related documents within the last seven (7) years.

1.6 Translator Qualifications and Experience

a) Translator Qualifications - Education:

- I. Each proposed Named Resource to provide translation services from English to French must hold:
 - a bachelor's degree in translation from a recognized Canadian university;
 - a bachelor's degree in a language-related field from a recognized Canadian university, or;
 - a certificate in translation from a recognized Canadian university.
- II. The proposed Named Resource to provide translation services from French to English must hold
 - a bachelor's degree in translation from a recognized Canadian university;
 - a bachelor's degree in a language-related field from a recognized Canadian University, or;
 - a certificate in translation issued from a recognized Canadian University.

b) Translator Qualifications - Experience:

- I. Each proposed Named Resource providing translations from English to French must have general experience of the Offeror and a minimum of five (5) years of experience translating technical documents from English to French within the last ten (10) years.
- II. Each proposed Named Resource providing translations from French to English must have general experience of the Offeror and a minimum of two (2) years of experience translating documents from French to English within the last five (5) years.

1.7 Deliverables

The deliverables shall be delivered under cover of an approved receipt form at this shared e-mail address:

To be provided in the Standing Offer.

1.8 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

1.9 Government Furnished Equipment

There is no Government furnished equipment associated with this contract.

2.0 DESCRIPTION OF TASKS

This Statement of Work identifies the type of task that could be requested throughout the period of the Standing Offer, including any options to extend the period as follows:

1. Translation services, from English text to French;
2. Translation services, from French text to English;
3. Revision of previously translated English and French text;
4. Comparative revision of previously translated English and French text, and;
5. Quality and form for all deliverables:
 - a. All translated text must be delivered in the same format (e.g. Microsoft Word, PowerPoint, Excel) as the text originally provided by the CTA in its request for service, and;
 - b. All translated text must be provided by the agreed-to deadlines established in the request for translation as set by the CTA.

2.1 Translation services - English to French

Most requests for translation services are for the translation of English text to French. Contractors must provide qualified and knowledgeable translators meeting Article 1.6, Translator's Qualifications & Experience, above in order to perform the requested translation. Translators may also be required to research certain subject matter in order to ensure the accuracy of all terms used, with regard to meaning, but also the consistency of the terminology used within the document itself, including the terminology of the CTA.

When unsure of a term, the translator must request a clarification by sending questions through to the CTA Project Authority identified at the e-mail address, detailed in article 7.5.2.

2.2 Translation services - French to English

Less frequent are requests for the translation of French text to English. Contractors must provide qualified and knowledgeable translators meeting Article 1.6, Translator's Qualifications & Experience, above in order to perform the requested translation. Translators may also be required to research certain subject matter in order to ensure the accuracy of all terms used, with regard to meaning, but also consistency of the terminology within the document itself, including the terminology of the CTA.

When unsure of a term, the translator must request a clarification by sending questions through to the CTA Project Authority identified at the e-mail address, detailed in article 7.5.2.

2.3 Revision - previously translated English and French Text

Occasionally, requests for translation services are for the linguistic revision of English text or French text. This includes verification of all aspects of the text contained in the document, i.e., spelling, grammar, terminology and syntax, etc. All proposed revisions are to be entered in Track Changes mode.

2.4 Comparative revision - previously translated English and French Text

Comparative revision involves ensuring that the content of a translated publication or text corresponds faithfully to the original version. It involves comparing the original text to the translated text to find and correct any mistakes and ensure that the translated text is correct in terms of grammar and syntax and is accurate with regard to the original.

Faithfulness means that the translated text conveys the same message as the original text, with no additions or omissions. In addition to being faithful, it must flow well and be plausible. Ultimately, upon reading the text, the reader should not be able to tell that it is a translation. In other words, the translated text must stick to the original text without being a literal translation.

The Resource performing this task must also ensure that the translated text is clear and does not contain any mistakes (such as Gallicisms, vocabulary errors, calques). The Resource providing the service

should also pay attention to sentence structure and quality of language. Thus, comparative revision often requires that the language professional (Resource providing the service) “wear 2 hats,” that of a Reviser and that of a Translator.

2.5 Quality and Form of Deliverables

- a. Translators are to work directly in the documents provided by the CTA so as not to alter their format in any way.
- b. All turnaround times required as well as level (normal or urgent) will be mutually agreed upon by both parties prior to the time the call-up is issued.

Translation services may be required on short notice and on an urgent basis.

In addition, priorities for delivery of various products may change, making it necessary to move from one project to another immediately or on very short notice.

This requires the contractors to demonstrate considerable flexibility and quick response time in order to guarantee availability for work.

ANNEX "B"

Basis of Payment - Translation Services

1.0 PRICES

- I. The Offeror must provide a completed pricing schedule.
- II. All Prices provided herein must be Firm Unit, per Word, in Canadian dollars, Customs Duties exempt and Taxes are extra, as applicable. Prices must be all inclusive of the Bidder's costs, including profit, local taxes and Insurance, as an example.

2.0 Pricing Table

**Table 1 – Period of Standing Offer
July 1, 2021 to June 30, 2024**

No.	Description	Unit of Issue	Non-Urgent Price	Urgent Price
01	Year 1 – July 1, 2021 to June 30, 2022	Word	\$ _____	\$ _____
02	Year 2 – July 1, 2022 to June 30, 2023	Word	\$ _____	\$ _____
03	Year 3 – July 1, 2023 to June 30, 2024	Word	\$ _____	\$ _____

**Table 2 – Extension of Standing Offer – Option Years
July 1, 2024 to June 30, 2026**

No.	Description	Unit of Issue	Non-Urgent Price	Urgent Price
01	Option 1 - Year 4 – July 1, 2024 to June 30, 2025	Word	\$ _____	\$ _____
02	Option 2 - Year 5 – July 1, 2025 to June 30, 2026	Word	\$ _____	\$ _____

ANNEX "C"

Security Requirements Check List (SRCL)



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
H610020001B

Security Classification / Classification de sécurité
Reliability

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine - Canadian Transportation Agency		2. Branch or Directorate / Direction générale ou Direction Registrar and Secretariate Services
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Translation from English to French or from French to English; occasional text revision.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input checked="" type="checkbox"/>		
Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>

PROTECTED B PROTÉGÉ B	<input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE	<input type="checkbox"/>	PROTECTED B PROTÉGÉ B	<input type="checkbox"/>
PROTECTED C PROTÉGÉ C	<input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/>	PROTECTED C PROTÉGÉ C	<input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/>	NATO SECRET NATO SECRET	<input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/>
SECRET SECRET	<input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET	<input type="checkbox"/>	SECRET SECRET	<input type="checkbox"/>
TOP SECRET TRÈS SECRET	<input type="checkbox"/>			TOP SECRET TRÈS SECRET	<input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	<input type="checkbox"/>			TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	<input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

H610020001B

Security Classification / Classification de sécurité
Reliability

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

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

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

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
 If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

PRODUCTION

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat H610020001B
Security Classification / Classification de sécurité Reliability

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Renée Langlois		Title - Titre Team leader, Linguistic Services	
Signature		Date March 26, 2021	
Telephone No. - N° de téléphone 873-354-6452	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel renee.langlois@otc-cta.gc.ca	Date March 26, 2021
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Nadine Brisson		Title - Titre Director, Workplace & Workforce Services	
Signature Brisson, Nadine		Date March 29, 2021	
Telephone No. - N° de téléphone 819-953-9848	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel nadine.brisson@otc-cta.gc.ca	Date March 29, 2021
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No Non
			<input type="checkbox"/> Yes Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Bernadette Beaudoin		Title - Titre Procurement Officer	
Signature		Date March 30, 2021	
Telephone No. - N° de téléphone 819-953-8958	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel bernadette.beaudoin@otc-cta.gc.ca	Date March 30, 2021
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) Mireille Drouin		Title - Titre Chief Corporate Officer	
Signature Drouin, Mireille		Date March 30, 2021	
Telephone No. - N° de téléphone 873-353-4988	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel mireille.drouin@otc-cta.gc.ca	Date March 30, 2021

ANNEX “D”

EVALUATION GRID FOR MANDATORY AND RATED TECHNICAL REQUIREMENTS

TRANSLATION SERVICES - MANDATORY CRITERIA GRID

The Mandatory Criteria listed below will be evaluated on a Met or Not Met (i.e., compliant or non-compliant) basis. Each Mandatory Criterion should be addressed separately. Offers that fail to meet the Mandatory Criteria will be deemed non-responsive and given no further consideration. When addressing Mandatory Criteria in the Offer, they are to be referenced as M1, M2, etc.

	Mandatory Criteria	Met/Not Met	Comments
M1	<p>Offeror’s Capacity</p> <p>1) a) The Offeror must demonstrate that it has a minimum of four (4) translators to provide translation services from English to French as detailed in Annex A – Statement of Work. The Offeror must provide a list of all Named Resources proposed to complete the Translation work.</p> <p>b) To demonstrate compliance, the Offeror must include in the proposal a current detailed curriculum vitae for each proposed Named Resource.</p> <p>2) The Offeror must also demonstrate that it has at a minimum one (1) Named Resource to provide translation services from French to English.</p>		
M2	<p>Offeror’s Experience</p> <p>The Offeror must demonstrate a minimum of five (5) years of experience in translation within OR related to the transportation sector in the last seven (7) years.</p>		
M3	<p>Offeror’s Proposed Named Resources – Qualifications</p> <p>1) Education</p> <p>a) Each proposed Named Resource to provide translations from English to French or from French to English must hold;</p> <ul style="list-style-type: none"> • a bachelor’s degree in translation from a recognized Canadian University; 		

	<ul style="list-style-type: none"> • a bachelor's degree in a language-related field from a recognized Canadian University, or; • a certificate in translation issued from a recognized Canadian University. <p>2) Experience</p> <p>a) Each proposed Named Resource providing translations from English to French must have general experience of the Offeror and a minimum of five (5) years of experience translating technical documents from English to French within the last ten (10) years.</p> <p>b) Each proposed Named Resource providing translations from French to English must have general experience of the Offeror and a minimum of two (2) years of experience translating documents from French to English within the last five (5) years.</p>		
M4	<p>Security requirement</p> <p>The Offeror must demonstrate that each proposed Named Resource currently holds a valid Reliability clearance or can demonstrate that the application process has commenced.</p>		
M5	<p>Quality of translation of text</p> <p>The Offeror must provide a distinct French translation of Document 1 and a distinct English translation of Document 2, found at Appendix A, for all four (4) proposed Named Resources. Translations will be assessed for quality.</p> <p>List of documents to be translated by each Named Resource of the Offeror:</p> <p>From English to French Document 1 – President's Blog – Year End (769 words)</p> <p>From French to English Document 2 – President's Blog – January 2021 (562 words)</p> <p>The Offeror must ensure that:</p> <ol style="list-style-type: none"> 1) each proposed resource is identified by name on their translations; 2) each resource's translations are different from those of other resources. 		

	3) translations are presented in the same format as in the original documents.		
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TRANSLATION SERVICES - RATED CRITERIA GRID

1.0 The Point-Rated Criteria contained herein will be used to evaluate each Offer that has met all of the Mandatory Criteria. Offerors should address each criteria in the order that they appear in the tables, and in sufficient detail to permit a thorough assessment by Evaluators. The assessment will be based solely on the information contained within the Offer.

2.0 Offers MUST achieve the stated minimum points required (140/200) for the rated criteria to be assessed as responsive under the Rated Criteria grid included below; Offers not meeting the minimum required points will be deemed non-responsive and given no further consideration.

3.0 Only those Offers that are compliant with all of the Mandatory Criteria and then achieve a **minimum of 70% overall for the Rated Criteria** will be recommended for the issuance of a Standing Offer. For purposes of evaluation, the technical component is awarded a maximum of 70% and Financial is awarded a maximum of 30%.

POINT-RATED CRITERIA		Max. pts	Pts awarded
R1	Capacity of the Offeror 1. a) The Offeror has four (4) or less translators to provide translation services from English to French as detailed in Annex A – Statement of Work. OR	5 OR	
	1. b) The Offeror has more than four (4) translators to provide translation services from English to French as detailed in Annex A – Statement of Work.	10	
	1. c) The Offeror has included in the offer a current detailed curriculum vitae for each proposed Named Resource. <i>1 pt. per Named Resource maximum available = 5pts</i>	5	
		<i>R1.1 maximum available = 15 pts</i>	
	2. a) The Offeror has one (1) Named Resource to provide translation services from French to English. OR	5 OR	
	2. b) The Offeror has two (2) or more Named Resources to provide translation services from French to English.	10	
		<i>R1.2 maximum available = 10 pts</i>	
	<i>R1 maximum available = 25 pts</i>		
R2	Offeror's experience	10	

	<p>a) Experience providing English to French translations</p> <p><i>5 to 7 years = 5 pts</i></p> <p><i>8 to 10 years = 10 pts</i></p> <p><i>To a maximum of 10 pts</i></p>		
	<p>b) Experience within or related to the transportation sector.</p> <p><i>5 to 7 years = 10 pts</i></p> <p><i>More than 7 years = 15 pts</i></p> <p><i>To a maximum of 15 pts</i></p>	15	
	<p>c) Experience providing French to English translations.</p> <p><i>More than 2 years of experience = 5 pts</i></p>	5	
		<i>R2 maximum available = 30 pts</i>	
R3	<p>Offeror's Proposed Named Resources – Qualifications</p> <p>Diploma</p> <p>1. a) Each proposed Named Resource to provide translations from English to French or from French to English holds a certificate in translation or a bachelor's degree in a language-related field from a recognized university.</p> <p style="text-align: center;">OR</p>	5	
	<p>1. b) Each proposed Named Resource to provide translations from English to French or from French to English holds a bachelor's degree in translation from a recognized university.</p>	10	
		<i>R3.1 maximum available = 10 pts</i>	

	<p>2. Experience</p> <p>a) Each proposed Named Resource providing translations from English to French has general experience of the service provider and a minimum of five (5) years of experience translating technical documents from English to French within the last ten (10) years.</p> <p><i>5 pts per Named Resource maximum available = 25 pts</i></p>	25	
	<p>b) Each proposed Named Resource providing translations from French to English has general experience of the service provider and a minimum of two (2) years of experience translating documents from French to English within the last five (5) years.</p> <p><i>5 pts per Named Resource maximum available = 10 pts</i></p>	10	
		<i>R3.2 maximum available = 35 pts</i>	
		<i>R3 maximum available = 45 pts</i>	
R4	<p>Quality of translation of text</p> <p>Each sample document for translation will be rated as follows:</p>		
	<p>1) Accuracy of the meaning: The translation conveys the message faithfully.</p> <p><i>1 pt. is deducted per error in meaning or misinterpretation.</i></p>	10	
	<p>2) Syntax clarity: The sentence structure conveys the information clearly.</p> <p><i>1 pt. deducted per formal syntax error, or .5 pt. deducted for lack of clarity.</i></p>	10	
	<p>3) Spelling and Grammar: The text is free of spelling or grammatical errors.</p> <p><i>.5 pt. deducted per error.</i></p>	10	
	<p>4) Canadian Transportation Agency terminology:</p>	10	

	Agency terminology is used in translations where applicable (found in Acts and Regulations for which the Agency is responsible, as well as on its website.) Use of the terminology should be consistent in documents. <i>1 pt. deducted per error.</i>		
	5) Idiomatic style and language: The text is translated in an idiomatic style, as if it had first been written in the target language. <i>1 pt. is deducted per Anglicism in any form</i>	10	
		<i>R4 1 to 5 maximum available = 50 pts per sample</i>	
		<i>R4 maximum available total = 100 pts</i>	
	Total technical points	200	
	Pass mark 70% of the 200 points available	140	

Annex D

Sample documents to be translated

Included below is one (1) English document and one (1) French document that must be translated as requested. The Offeror must submit the translated text with their Offer before the Request for Standing Offer (RFSO) closing date and time. The translated text will be evaluated in accordance with the Point-Rated Grid provided above.

Offers that do not include the translated text will be declared non-responsive and will be given no further consideration.

Document 1 – President's Blog Year End (769 words)

Looking back with mixed feelings but a sense of accomplishment – and forward with optimism

Hi, folks. As the end of 2020 approaches, many of us will be looking back with decidedly mixed feelings, and looking forward with hopes for a new year with fewer disruptions and challenges.

At the organizational level, I'll repeat what I've said on many occasions: we've handled the abrupt and ongoing shift to remote work (for the vast majority of us) – and the impacts of the pandemic on the sectors we oversee and their customers – exceptionally well. There are few departments or agencies that pivoted so swiftly after the pandemic struck, maintained and even enhanced their full suite of services and productivity, and worked so hard to preserve and foster communication and connections among colleagues. Kudos to everyone!

In 2020, notwithstanding the unusual circumstances, we prepared and issued a large number of decisions, determinations, licenses, and permits, including those required, often on very short timelines, to address the collapse of air travel and urgent need to repatriate Canadians stranded abroad and get personal protective equipment into the country. We resolved thousands of complaints through facilitation and mediation. We implemented a new compliance monitoring and enforcement policy and procured state-of-the-art software to help us target compliance assurance resources based on rigorous risk assessment. We brought new regulations into force and released a raft of guidance documents. We provided crucial information to the public and effectively engaged a wide range of stakeholders and partners, despite the impossibility of in-person meetings and the fact that nerves could sometimes be raw as a result of the situation.

Even as we did all this – and a great deal more – on the adjudicative, regulatory, communications, and service-delivery fronts, we implemented a variety of steps to keep the organization functioning effectively and look after the well-being of employees, quickly recruit new staff when additional funding was received, and lay the groundwork for a smooth move to 60 Laval in 2021.

And of course, we've held (and will continue to hold) regular and special meetings and events at the Agency, branch, and directorate levels to help keep information flowing and people connected. Last week's wonderful Town Hall and social gatherings were a case in point. Over 300 of us participated, and we all got a chance to have fun together and celebrate our achievements.

Meanwhile, even as the typically quieter days of late December approach, there continue to be important external developments. Of particular note was the letter from the Minister of Transport this week indicating that he's exercising his prerogative, under the *Canada Transportation Act*, to give us the authority to add *Air Passenger Protection Regulations* (APPR) requirements for airlines to pay refunds when flights are cancelled for reasons outside their control and it isn't possible for passengers to complete their travel in a timely way. The legislation itself doesn't directly give us this authority – which is why we were unable to include such an obligation in the APPR when we made them in 2019 – and we've been signaling for a while that we'd be ready to act quickly to fix the gap in the APPR if and when we were given the authority to do so. Now, we can proceed with this change, the importance of which has been highlighted by the events of the last nine months.

We have lots to be proud of as an organization, and after an extraordinary period, strong foundations on which to build as we move forward. That said, the demands and challenges of 2020 obviously weren't limited only (or primarily) to the area of work. For each of us as individuals, the sudden impacts of the pandemic, concerns for our safety and that of our loved ones, and reduced ability to leave our homes and spend time with family, friends, and colleagues produced waves of intense emotions and reflections. Yes, we've demonstrated tremendous agility and resilience – and perhaps, in the face of totally unprecedented

conditions, reached new insights and developed new skills. And yes, the approval of vaccines means that the worst may be behind us before the summer. But none of that means it's been easy and hasn't taken a toll, and we'll need to continue taking care of ourselves and being there for one another.

So as this strangest of years winds down, I want to thank all of you for your remarkable contributions and adaptability. And I want to wish each of you a 2021 filled with the best of health, many more moments of laughter than stress, strong connections to others, and fulfillment on both the professional and personal fronts.

Document 2: President's Blog – January 2021 (562 words)

Réflexions sur la nouvelle année

Pour quelques jours, 2021 a paru commencer de façon plutôt calme, puis différentes choses se sont produites.

Au sud de la frontière, le Capitole a été pris d'assaut par des émeutiers armés, encouragés par un président en poste, alors que les membres du Congrès étaient en voie de certifier les résultats de l'élection présidentielle. Comme plusieurs observateurs l'ont fait remarquer, ces événements étaient à la fois choquants et, à la lumière de tout ce qui s'est passé au cours des dernières années, non surprenants. Ils nous rappellent que même les normes et institutions démocratiques que nous tenons parfois pour acquises sont tributaires d'un minimum de civilité et de la capacité de débattre et d'être en désaccord sans diaboliser l'autre.

Ces événements soulignent aussi les dynamiques complexes d'un monde connecté. Les mêmes technologies qui nous permettent de rester en contact à distance et d'accéder à une réserve presque illimitée de connaissances, d'information et de culture peuvent aussi servir de foyer pour les récits trompeurs et les théories du complot qui embrouillent les esprits et encouragent des comportements souvent douteux, et parfois horribles.

Certaines de mes réflexions sur ces questions ont été suscitées par la lecture d'*Une terre promise* de Barack Obama, un des livres proposés en vue d'une discussion entre employés en février, alors que l'Office soulignera le Mois de l'histoire des Noirs. Ces mémoires remarquablement accessibles sont remplis de détails et d'observations qui illustrent à quel point les systèmes sociaux et politiques sont finalement des entreprises humaines qui réussissent ou échouent, élèvent des gens ou les démolissent, selon le caractère et les choix des personnes. Bien que ces systèmes soient conçus pour avoir un certain degré de résilience et de pérennité, leur santé à long terme dépend des actions des citoyens. En ce sens, nous avons tous la faculté d'agir et une part de responsabilité.

Plus près de nous, les changements apportés à la composition du Cabinet fédéral signifient qu'il y a un nouveau ministre des Transports. Les implications d'un remaniement ministériel ne sont pas énormes pour l'Office, étant donné qu'il s'agit d'un tribunal spécialisé et organisme de réglementation indépendant qui applique des lois et des règlements, et non les programmes particuliers d'un gouvernement ou d'un ministre, comme c'est le cas des ministères hiérarchiques qui relèvent d'un ministre. Cela dit, nous dépendons du ministre des Transports dans plusieurs domaines : par exemple, lorsqu'il s'agit d'obtenir l'approbation par le gouverneur en conseil des règlements que nous prenons et d'appuyer les demandes budgétaires que nous présentons. Il est donc important d'entretenir une bonne relation de travail avec le ministre, à condition qu'elle repose sur la compréhension et le respect de notre indépendance, particulièrement en ce qui concerne les décisions judiciaires, les déterminations réglementaires, la surveillance de la conformité et l'application de la loi, ainsi que les communications portant sur nos mandats, nos services et nos activités. Je suis persuadé que notre relation avec le ministre Alhabra sera aussi constructive et productive que celle que nous avons avec le ministre Garneau.

Notre organisation a la responsabilité de continuer à assurer l'ensemble de nos services aux fournisseurs de services de transport, aux voyageurs, aux expéditeurs et aux collectivités. Pour nous acquitter efficacement de cette responsabilité, nous devons continuer de nous adapter à la situation à mesure qu'elle évolue, de prendre soin de nous et de veiller les uns sur les autres.