

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Louise.curtis@tc.gc.ca

**“THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT”**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Comments – Commentaires

Proposal To: Transport Canada

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

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions Set out in the resulting contract clauses included in the bid solicitation.

Proposition à : Transports 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).

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
3. tous les renseignements figurant dans la soumission sont complets, véridiques et exacts; et
4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

Title – Sujet	
Translation Standing Offer Services: English to French and French to English	
Solicitation No. – N° de l'invitation	Date
T8080-220715	9 May 2023
Client Reference No. – N° référence du client	
T8080-220715	
GETS Reference No. – N° de référence de SEAG	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 2 :00 PM	Eastern Daylight Time (EDT) Heure Avancé de l'Est (HAE)
on – le 19 June 2023	
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 toute demande de renseignements à :	
Louise Curtis	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. / e-mail N° de télécopieur / courriel
343-571-8834	Louise.curtis@tc.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction	
National Capital Region	

Instructions: See Herein

Instructions : Voir aux présentes

Delivery required -Livraison exigée	Delivery offered -Livraison proposée
See Herein – Voir aux présentes	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
e-mail - courriel	
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 which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses: |
| | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, Certification, and any other annexes

1.2 Summary

Transport Canada is required, on an ongoing basis, to provide translation of numerous intended for the general public.

In order to meet periodically high and occasionally critical demands for quality translation service in accordance with TC's obligations under the *Official Languages Act*, the Transport Canada requires the services of up to three (3) professional translation firms **per stream** (see article 1.2.1) to provide translation services on an as-and-when required basis.

The contractors selected will work independently in direct support of Transport Canada and the project authority in the delivery of the following translation services:

- translation from English into French of various documents; and
- translation from French into English of various documents

The contractors selected must have a minimum of at least four (4) named resources to provide the translation services from English into French and minimum one (1) named resource to provide the translations services from French into English for various documents.

The work to be provided by selected contractors will be characterized by periods of peak activity. At times translation services may be required on short notice and on an urgent basis.

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

Translations will vary in length (mostly between 100 and 5,000 words). They could be requested during evenings and weekends. Contractors must be available to provide services on short notice, with very tight turnaround times.

Transport Canada anticipates issuing up to three (3) Standing Offers **per stream** as a result of this Request for Standing Offer. The period of the Standing Offers will be for a two-year period. Each Standing offer will commence on September 1, 2023, and will end on 31 August 2025. With the option of two (2) One (1) year option periods.

1.2.1 Arrangement (Streams)

The standing offer is for Translation Services that will fall into one (1) of three (3) security streams. These streams will allow Transport Canada flexibility to enter into a contract to a pre-screened supplier at the appropriate security level.

Stream 1: Unclassified work
Stream 2: Protected (up to Protected B)
Stream 3: Classified (Confidential and Secret)

Contracts for Stream 2 and Stream 3 will not be issued until the necessary clearances, verifications and requirements of the [Contract Security Program](#) (CSP) are met. Contracts for Stream 1 may be issued upon award of the Standing offer.

Bidders are permitted to bid on all three (3) Streams.

1.3 Security Requirements

Stream 1

There are no security requirements for Stream 1

Stream 2 and 3

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.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006 \(2022-12-01\)](#) 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: 120 days

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010-08-16
M0019T	Firm Price and/or Rates	2007-05-25

2.2 Submission of Offers

Offers must be submitted only to Transport Canada Contracting Authority at the location identified by the date, time and place indicated on page 1 of the RFSO. Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to TC will not be accepted.

Bids must be sent by Electronic Submission to louise.curtis@tc.gc.ca.

Refer to Part 3, section 3.1, "Bid Preparation Instructions".

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to 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 Ontario.

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

The Bidder must submit its bid electronically by the date and time of closing identified on page 1. Canada requests that the Bidder submits its bid in separate documents as follows:

- **Section I: Technical Bid** (One (1) soft copy, submitted by E-mail)
- **Section II: Financial Bid** (One (1) soft copy, submitted by E-mail)
- **Section III: Certifications not included in the Technical Bid** (One (1) soft copy, submitted by E-mail)

The bids must be sent by E-mail to: louise.curtis@tc.gc.ca

Epost Connect service and facsimile are not accepted by Transport Canada at this time.

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

Canada requests that Bidders use a numbering system that corresponds to the bid solicitation in the preparation of their bid.

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. Offerors must clearly indicate which stream(s) they are providing a bid response for.

Section II: Financial Offer

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

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "E" to Part 3 - Electronic Payment Instruments, to identify which ones are accepted.

If Annex "E" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

3.1.2 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures

Stream 1 only:

There are no Proposed Sites or Premises Requiring Safeguarding Measures.

Stream 2 and 3 only:

3.1.2.1 As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

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

3.1.2.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory Technical Criteria as specified in Annex "C"

4.1.1.2 Point Rated Technical Criteria

Point Rated Technical Criteria as specified in Annex "C"

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 Basis of Selection – Minimum Point Rating

1. 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; and
 - c) obtain the required minimum of one hundred and forty (140) points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Offers not meeting (a) or (b) or (c) above will be declared non-responsive.
3. The responsive offers with the lowest evaluated price will be recommended for issuance of a standing offer as a result of this solicitation. Three (3) standing offers will be recommended for use as follows:
 - 40% of the business volume to the top ranked offer;
 - 35% of the business volume to the second ranked offer; and
 - 25% of the business volume to the third ranked offer.

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 Security Requirements – Required Documentation

Stream 2 and 3 only:

In accordance with the [requirements of 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>), the Offeror must provide a completed Application for Registration (AFR) form to be given further consideration in the procurement process.

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

5.2.3 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 [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/employment-social-development) website.

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.

Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.4 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.4.1 Status and Availability of Resources

SACC Reference	Section	Date
<u>M3020T</u>	Status of Availability of Resources – Offer	2016-01-28

5.2.4.2 Education and Experience

SACC Reference	Section	Date
<u>M3021T</u>	Education and Experience	2012-07-16

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

Stream 2 and 3 only:

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 must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Before access to sensitive information is provided to the Offeror, the following conditions must be met:
 - (a) the Offeror's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 – Standing Offer and Resulting Contract Clauses;
 - (b) the Offeror's security capabilities must be met as indicated in Part 7 – Standing Offer and Resulting Contract Clauses.
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

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

7.2 Security Requirements

Steam 1 only:

7.2.1 There is no security requirement applicable to the Standing Offer.

Stream 2 and 3 only:

7.2.2 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

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

7.2.3 Offeror's Sites or Premises Requiring Safeguarding

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

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

7.2.3.2 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 \(2022-12-01\)](#) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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 1 September 2023 to 31 August 2025.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **two (2) – one (1) year periods**, from **1 September 2025 to 31 August 2026** and **1 September 2026 to 31 August 2027** 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.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:
Louise Curtis
Procurement Specialist
Transport Canada
Materiel and Contracting Services

Telephone: 343-571-8834

E-mail address: louise.curtis@tc.ca.ca

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

7.5.2 Project Authority

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

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

7.5.3 Offeror's Representative (Offeror please complete)

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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Transport Canada.

7.8 Call-up Procedures

The three (3) responsive offers **per stream** with the lowest evaluated price will be recommended for issuance of a standing offer as follows:

- 40% of the business volume to the top ranked offer;
- 35% of the business volume to the second ranked offer; and
- 25% of the business volume to the third ranked offer.

Offerors will have 2 business days to confirm they will accept the call-up. If not, the call-up will be provided to the next offeror.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. 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.
2. 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

or
3. An equivalent form or electronic call-up document which 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 \$50,000.00 (Applicable Taxes included).

7.11 Financial Limitation

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

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.

- the call up against the Standing Offer, including any annexes;
- the articles of the Standing Offer;
- the general conditions [2005 \(2022-12-01\)](#), Standing Offers - Goods or Services;
- the general conditions [2010B \(2022-12-01\)](#), Professional Services (Medium Complexity)
- Annex A, Statement of Work;
- Annex B, Basis of Payment;
- Annex D, Security Requirements Check List;
- 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*).

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

SACC Reference	Section	Date
M3020C	Status and Availability of Resources – Standing Offer	2016-01-28

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 Ontario.

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.

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010B \(2022-12-01\)](#), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of [2010B \(2022-12-01\)](#) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from 1 September 2023 to 31 August 2025 inclusive.

7.3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional One (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least **thirty (30)** calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.3.3 Delivery Date

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment – Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex "B". 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.

7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ (will be inserted at Contract award). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a) when it is 75% committed, or
 - b) four months before the contract expiry date, or
 - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

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

7.5.3 Method of Payment

SACC Reference	Section	Date
<u>H1008C</u>	Monthly Payment	<u>2008-05-12</u>

7.5.4 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);

7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. the original must be forwarded to the address shown on page 1 of the call-up for certification and payment.

7.7 Insurance

SACC Reference	Section	Date
G1005C	Insurance – No Specific Requirement	2016-01-28

7.8 Dispute Resolution

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

ANNEX "A" - STATEMENT OF WORK

Translation services for Transport Canada Branch Wide

1.0 Scope**1.1 Requirement:**

Transport Canada 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.

Transport Canada requires the services of three (3) private firms **per stream** to provide translation of texts for Transport Canada. Texts will be provided in both English and French to be translated into either French or 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 Transport Canada.

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

All translated texts must be provided within the deadlines set by Transport Canada. 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 to guarantee availability to complete the work.

1.2 Background Statement:

Within the last 12 months pressures relating to Transport Canada's files have increased and those pressures are forecasted to continue to increase in the coming months. Translation Bureau has been unable to accommodate requests due to limited or availability of resources.

1.3 Purpose and Objectives:

The purpose is to use local translation services able to get big documents translated under tight timelines so that decisions can be made, and deadlines can be met to continue to move forward efficiently with Transport Canada. There may be multiple situations over the next several months where documents coming out of the Transport Canada will require urgent translation for decisions to be made on files

We will be able to rely on the selected translation services to provide quick, accurate and good quality translations for official documents that require translation.

The objectives of this contract are to:

1. Provide translation services for documents for the branch.
2. The work will align with branch guidelines.
3. Provide editing and translation on the report for a tight timeline.
4. The work will align with Transport Canada's communications standards.
5. Transport Canada or Designate entity will own the content including source files.
6. Execution and delivery of a facsimile transmission, e-mail transmission or.pdf of this Schedule of Work shall constitution and executed original and shall be binding upon the party whose signature appears on the transmitted copy.

1.4 Security Requirements:

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 Transport Canada.

The Contractor must ensure that all translators providing services for Transport Canada hold a Secret security clearance.

Secret level information is to be provided by Transport Canada to the Contractors for the successful execution of this requirement.

Access to the facility by contractors is not required. All translation requests will be delivered to the contractor via e-mail for unclassified, encrypted email for Protected B documents, and encrypted USB key hand delivered to the contractor for secret documents.

The contractor must notify the Transport Canada'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 Transport Canada's coordinator, who is the intermediate between the translator and the Transport Canada.

1.4.1.1 Security Streams

Transport Canada is interested in undertaking a three in one option where any of 3 security streams can be accessed depending on the Department's requirement for the specific call up. One stream for unclassified documents – work of a non-sensitive nature. One for Protected B documents – sensitive information in the non-National Interest; and a third for secret documents – sensitive information of National Interest.

1.5 Offeror's Capacity:

- a. The Offeror must have a minimum of four (4) named resources 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 Resources 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 each separate call up.

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 Transport Canada 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 Transport Canada.

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 to perform the requested translation. Translators may also be required to research

certain subject matter to ensure the accuracy of all terms used, about meaning, but also the consistency of the terminology used within the document itself, including the terminology of Transport Canada.

When unsure of a term, the translator must request a clarification by sending questions through to the Transport Canada 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 to perform the requested translation. Translators may also be required to research certain subject matter to ensure the accuracy of all terms used, about meaning, but also consistency of the terminology within the document itself, including the terminology of Transport Canada.

When unsure of a term, the translator must request a clarification by sending questions through to the Transport Canada 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 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 Transport Canada so as not to alter their format in any way.
- b. All turnaround times required will be mutually agreed upon by both parties prior to the time the call-up is issued. Weekends and Statutory holidays will be considered as Urgent.
- c. Translation services may be required on short notice and on an urgent basis.
- d. 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 to guarantee availability for work.

ANNEX "B" - BASIS OF PAYMENT**1. BASIS OF PAYMENT**

Payment for services rendered under the Standing Offer will be based on the following Firm Price per Word:

a) Initial Period: 1 September 2023 to 31 August 2025(TBC)

DELIVERABLE: Regular - Translation Services English to French	Estimated QTY per Year	Regular Translation (Firm Price per Word) (A)	Urgent Translation (Firm Price per Word) (B)	Extended Price (C)
Standard Translation (Monday to Friday) (Within 24 to 72 hours)	300,000	\$ _____	N/A	\$ _____
Urgent Translation (Within 6 hours and evenings/ weekends and Statutory holidays)	50,000	N/A	\$ _____	\$ _____
Total Estimated Cost – Regular Translation Services English to French (A + B = C)				\$ _____
DELIVERABLE: Regular - Translation Services French to English	Estimated QTY per Year	Regular Translation (Firm Price per Word) (A)	Urgent Translation (Firm Price per Word) (B)	Extended Price (C)
Standard Translation (Monday to Friday) (Within 24 to 72 hours)	100,000	\$ _____	N/A	\$ _____
Urgent Translation (Within 6 hours and evenings/ weekends and Statutory holidays)	25,000	N/A	\$ _____	\$ _____
Total Estimated Cost – Regular Translation Services French to English (A + B = C)				\$ _____
Total Estimated Cost – Initial Period				\$ _____

b) 1st Option Period: 1 September 2025 to 31 August 2026(TBC)

DELIVERABLE: Regular - Translation Services English to French	Estimated QTY per Year	Regular Translation (Firm Price per Word) (A)	Urgent Translation (Firm Price per Word) (B)	Extended Price (C)
Standard Translation (Monday to Friday) (Within 24 to 72 hours)	300,000	\$ _____	N/A	\$ _____
Urgent Translation (Within 6 hours and evenings/ weekends and Statutory holidays)	50,000	N/A	\$ _____	\$ _____
Total Estimated Cost – Regular Translation Services English to French (A + B)				\$ _____
DELIVERABLE: Regular - Translation Services French to English	Estimated QTY per Year	Regular Translation (Firm Price per Word) (A)	Urgent Translation (Firm Price per Word) (B)	Extended Price (C)
Standard Translation (Monday to Friday) (Within 24 to 72 hours)	100,000	\$ _____	N/A	\$ _____
Urgent Translation (Within 6 hours and evenings/ weekends and Statutory holidays)	25,000	N/A	\$ _____	\$ _____
Total Estimated Cost – Regular Translation Services French to English (A + B = C)				\$ _____
Total Estimated Cost - 1st Option Year				\$ _____

c) 2nd Option Period: 1 September 2026 to 31 August 2027 (TBC)

DELIVERABLE: Regular - Translation Services English to French	Estimated QTY per Year	Regular Translation (Firm Price per Word) (A)	Urgent Translation (Firm Price per Word) (B)	Extended Price (C)
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Standard Translation (Monday to Friday) (Within 24 to 72 hours)	300,000	\$ _____	N/A	\$ _____
Urgent Translation (Within 6 hours and evenings/ weekends and Statutory holidays)	50,000	N/A	\$ _____	\$ _____
Total Estimated Cost – Regular Translation Services English to French (A + B = C)				\$ _____
DELIVERABLE: Regular - Translation Services French to English	Estimated QTY per Year	Regular Translation (Firm Price per Word) (A)	Urgent Translation (Firm Price per Word) (B)	Extended Price (C)
Standard Translation (Monday to Friday) (Within 24 to 72 hours)	100,000	\$ _____	N/A	\$ _____
Urgent Translation (Within 6 hours and evenings/ weekends and Statutory holidays)	25,000	N/A	\$ _____	\$ _____
Total Estimated Cost – Regular Translation Services French to English (A + B = C)				\$ _____
Total Estimated Cost – 2nd Option Year				\$ _____
Total Estimated Cost – Initial Period + 1st Option Year + 2nd Option Year				

2. METHOD OF PAYMENT

Payment for the professional services rendered to the satisfaction of the Departmental Authority shall be made upon receipt and acceptance of detailed invoices submitted in accordance with the instructions provided in Section 1.8, Invoicing Instructions, of the resulting contract clauses.

ANNEX "C" -EVALUATION CRITERIA**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> <p>b) To demonstrate compliance, the Offeror must include in the proposal a current detailed curriculum vitae for each proposed Named Resource.</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 all aspects of 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, or; • a bachelor's degree in a language-related field from a recognized Canadian University, or; • a certificate in translation issued 		

	<p>from a recognized Canadian University.</p> <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>Stream 2 and 3 only:</p> <p>The Offeror must demonstrate that each proposed Named Resource that requires access to Classified (Confidential and Secret) Information currently holds a valid Secret clearance or can demonstrate that the application process has commenced and that each proposed Named Resource that requires access to Protected Information (Up to Protected B) will require a Reliability Status **</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 – Part 1 to Annex C</p> <p>From French to English Document 2 – Part 2 to Annex C</p> <p>The Offeror must ensure that:</p> <p>1) each proposed resource is identified by name on their translations;</p> <p>2) each resource's translations are</p>		

	different from those of other resources. 3) translations are presented in the same format as in the original documents.		
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** If bidding on stream 1 only M4 is not applicable.

TRANSLATION SERVICES - RATED CRITERIA GRID

1.0 The Point-Rated Criteria contained herein will be used to evaluate each Offer that has met all the Mandatory Criteria. Offerors should address each criterion 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 The three bidders with the lowest evaluation price that have achieved the required score of 140 will be recommended for the issuance of a Standing Offer.

POINT-RATED CRITERIA		Max. pts	Pts awarded
R1	Capacity of the Offeror		
	1. a) The Offeror has four (4) 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. 1 pt. per Named Resource maximum available = 5pts	5	
R1.1 maximum available = 15 pts			
	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	
R1.2 maximum available		10 pts	
R1 maximum available		25 pts	
R2	Offeror's experience		
	a) Experience providing English to French translations 5 to 7 years = 5 pts 8 to 10 years = 10 pts To a maximum of 10 pts	10	
	b) Experience within or related to the transportation sector. 5 to 7 years = 10 pts More than 7 years = 15 pts To a maximum of 15 pts	15	
	c) Experience providing French to English translations. More than 2 years of experience = 5 pts	5	
R2 maximum available		30 pts	
R3	Offeror's Proposed Named Resources – Qualifications Diploma		
	1. a) Each proposed Named Resource to provide translations from	5	

	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. OR	OR	
	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.	10	
R3.1 maximum available		10 pts	
	2. Experience 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. 5 pts per Named Resource maximum available = 25 pts	25	
	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. 5 pts per Named Resource maximum available = 10 pts	10	
R3.2 maximum available		35 pts	
R4	Quality of translation of text Each sample document for translation will be rated as follows:		
	1) Accuracy of the meaning: The translation conveys the message faithfully. 1 pt. is deducted per error in meaning or misinterpretation.	10	
	2) Syntax clarity: The sentence structure conveys the information clearly. 1 pt. deducted per formal syntax error, or .5 pt. deducted for lack of clarity.	10	
	3) Spelling and Grammar: The text is free of spelling or grammatical errors. .5 pt. deducted per error.	10	
	4) Transport Canada terminology: 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. 1 pt. deducted per error.	10	
	5) Idiomatic style and language: The text is translated in an idiomatic style, as if it had first been written in the target language. 1 pt. is deducted per Anglicism in any form	10	
R4 1 to 5 maximum available		50 pts per sample	
R4 maximum available total		100 pts	
Total Technical points		200	
Pass mark 70% of the 200 points available		140	

PART 1 TO ANNEX "C"**English to French Translation Document**

Sir, Madam,

Subject: Results of private well sampling for the Railway Project

As part of the Railway Project, hydrogeological studies were conducted to assess the potential effects of the project on groundwater, private wells, and wetlands in the area.

During these studies, a sampling program was developed for private wells in the area of influence of the construction work, as defined in the hydrogeological study that was presented at the public information sessions on July 11, 12 and 13, 2021. Your well is covered by this program and has been sampled in 2020 for which you obtained the results last summer.

I am attaching analysis results done in the summer 2021 showing the current water quality in your well, before construction begins. Table 1 presents the results for the microbiological and physicochemical variables that are typically analyzed to characterize water quality in drinking water supplies. Tables 2 and 3 present the results for the organic variables that are normally analyzed to detect industrial contaminants. Each table also presents drinking water quality standards and targets, where such standards and targets exist. Boldface or highlighted (grey) results indicate that standards and/or targets have been exceeded.

Yours sincerely,

Director General, Major Projects, Programs Group
Transport Canada, Government of Canada

PART 2 TO ANNEX "C"**French to English Translation Document**

Bonjour,

Nous avons bien reçu vos commentaires en lien avec le projet et nous vous remercions pour votre contribution à la consultation publique sur l'hydrologie et les mesures visant à atténuer les impacts potentiels du projet de la ferroviaire.

Nous comprenons vos préoccupations en ce qui a trait à l'impact de la construction de la voie de contournement au sein de votre communauté. Pour cette raison, le projet inclut de nombreuses mesures robustes lors de la période de construction et de l'exploitation du projet de la ferroviaire. Celles-ci sont énumérées dans le Guide de discussion rendu disponible pour la consultation publique.

Concernant la qualité de l'eau potable, sachez que Transports Canada ne laissera pas les citoyens aux prises sans un approvisionnement adéquat en eau potable pour assurer leur consommation quotidienne. Au printemps 2021, une étude hydrogéologique a été réalisée afin d'évaluer les propriétés hydrogéologiques des eaux souterraines dans la zone touchée par les travaux de la voie de contournement, en particulier là où des excavations de sol et de roche seront nécessaires pendant la construction. Cet exercice a permis à Transports Canada de préciser quelle zone serait affectée. Des relevés des niveaux d'eau souterraine ainsi que plusieurs analyses d'eau provenant des puits privés ont été effectués.

Je vous prie d'agréer, Madame, Monsieur, mes salutations distinguées,

Directrice générale, Projets majeurs Programmes
Transport Canada, Gouvernement du Canada

ANNEX "D" - SECURITY REQUIREMENTS CHECK LIST

Clear Data - Effacer les données



Government of Canada / Gouvernement du Canada

English Instructions

Instructions français

Contract Number / Numéro du contrat

T8080-220715

Security Classification / Classification de sécurité

UNCLASSIFIED

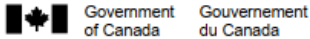
SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine Transport Canada		2. Branch or Directorate / Direction générale ou Direction Major Projects
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 Services		
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 commerciales 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 checked="" 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 / A ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	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 checked="" type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input checked="" 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"/>

Security Classification / Classification de sécurité

UNCLASSIFIED





Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

T8080-220715

Security Classification / Classification de sécurité

UNCLASSIFIED

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

No
Non Yes
Oui

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 checked="" 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?

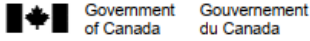
No
Non Yes
Oui

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

Security Classification / Classification de sécurité

UNCLASSIFIED



Contract Number / Numéro du contrat T8080-220715
Security Classification / Classification de sécurité UNCLASSIFIED

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 Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 PROTÉGÉ 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.

12. b) Will the document 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité UNCLASSIFIED
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ANNEX "E" to PART 3 OF THE REQUEST FOR STANDING OFFERS
ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);